JOINT MEETING OF THE MILPITAS CITY COUNCIL AND HOUSING AUTHORITY

AGENDA

TUESDAY, MARCH 17, 2026
CITY COUNCIL CHAMBER, 455 E. CALAVERAS BLVD, MILPITAS, CA
3:30 PM (CLOSED SESSION)
7:00 PM (PUBLIC BUSINESS)

For assistance in the following languages, you may call:
Đối với Việt Nam, gọi 408-586-2400
Para sa Tagalog, tumawag sa 408-586-3051
Para español, llame 408-586-3072

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

The City Council meeting is held in the City Council Chamber at City Hall, 455 E. Calaveras Blvd., Milpitas and via teleconference/Zoom webinar.
You may watch the Council meeting without providing public comment by accessing it via links here.

Meeting shall be livestreamed - Go to:
Facebook: https://www.facebook.com/CityofMilpitas/
YouTube: https://www.milpitas.gov/youtube
Web Streaming: https://www.milpitas.gov/webstreaming

PUBLIC COMMENT INSTRUCTIONS

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

The meeting will be streamed via Zoom for viewing purposes only unless the City Council approves remote public comment. To watch via Zoom, please register at:

https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_v8T4EHhrSbeMbsVF2Z9NyQ

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 (3:30 PM)

ADJOURN TO CLOSED SESSION

(a) PUBLIC EMPLOYEE APPOINTMENT AND HIRING

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

(b) CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6
Agency's Designated Representative(s): Jared Hernandez, Acting City Manager
Employee Organization(s): Unrepresented Employees

CLOSED SESSION ANNOUNCEMENT:

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

PLEDGE OF ALLEGIANCE

INVOCATION (Councilmember Chua)

PRESENTATIONS

- Cesar Chavez Day (Proclamation)
- Government Finance Professional Week - March 23-27 (Proclamation)
- International Women's Day Certificates of Recognition
- Certificates of Recogntion for First Responders

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 March and April 2026.

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

Recommendation: Approve City Council Meeting minutes of February 24 and March 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. Authorize and Approve Travel Request for Mayor Montano to the WELL 2026 Annual Conference in Friant, CA on March 27 - 28, 2026 (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)

Recommendation: Authorize and approve travel for Mayor Montano to attend the Water Education for Latino Leaders (WELL) 2026 Annual Conference in Friant, CA, on March 27-28, 2026, at an estimated total amount of $900, budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

C6. Confirm Appointment of Milpitas Unified School District Representative to the Economic Development and Trade Commission (Contact: Suzanne Guzzetta, City Clerk, 408-586-3024)

Recommendation: Confirm appointment of the Milpitas Unified School District representative to the Economic Development and Trade Commission.

C7. Authorize the City Manager, or Designee, to Negotiate and Execute a Purchase Order with Golden State Fire Apparatus, Inc. for Purchase of the Pierce Manufacturing, Inc. Velocity Heavy Duty Rescue Vehicle (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Jason Schoonover, Fire Department Chief, 408-586-2811)

Recommendation: Adopt a resolution authorizing the City Manager, or designee, to negotiate and execute a Purchase Order with Golden State Fire Apparatus, Inc. to purchase one (1) Pierce Manufacturing, Inc. Velocity Heavy Duty Rescue Vehicle for a not-to-exceed amount of $1,560,614, which includes vehicle cost, sales tax, California tire fee, and payment and performance bonds.

C8. Receive the 2025 Housing Element Annual Progress Report and Housing Successor Agency Annual Report and Authorize the Submittal of Both Reports to California Department of Housing and Community Development and Governor's Office of Land Use and Climate Innovation (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3275; and Sarah Balcha, Senior Administrative Analyst, 408-586-3268)

Recommendation: Receive the 2025 Housing Element Annual Progress Report and Housing Successor Agency Annual Report and authorize the submittal of both reports to California Department of Housing and Community Development (HCD) and Governor's Office of Land Use and Climate Innovation (LCI).

C9. Receive the 2025 General Plan Annual Progress Report and Authorize Submittal of the Report to the California Department of Housing and Community Development and Governor's Office of Land Use and Climate Innovation (Staff Contact: Jay Lee, Planning Director, 408-586-3077)

Recommendation: Receive the 2025 General Plan Annual Progress Report and authorize the submittal of the report to the California Department of Housing and Community Development and Governor's Office of Land Use and Climate Innovation

C10. Revisions to the Planning Commission Bylaws and Ordinance Related to the Selection of Officers and Procedural Efficiencies (Staff Contact: Jay Lee, Planning and Neighborhood Services Director, 408-586-3077)

Recommendation: (1) Adopt a resolution revising the Planning Commission Bylaws for procedural efficiencies; and (2) Waive reading beyond the title and introduce Ordinance No. 41.13 amending Section 1.07 of Milpitas Municipal Code Title 1, Chapter 500 to revise language relating to the selection of Planning Commission officers.

C11. Adopt a Resolution Authorizing the City Manager, or Designee, to Negotiate and Execute an Agreement with Silicon Valley Builders Group, Inc. for Fire Tower Renovation (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Christian Di Renzo, Public Works Director, 408-586-2602

Recommendation: Adopt a resolution authorizing the City Manager, or designee, to negotiate and execute a Construction Agreement with Silicon Valley Builders Group, Inc., for Fire Tower Renovation Services for a maximum compensation of $398,396, in addition to a 15% contingency amount of $59,759, and a term beginning upon issuance of a Notice to Proceed with estimated completion within 90 days.

C12. Adopt a Resolution Authorizing the City Manager, or Designee, to Negotiate and Execute an Agreement with Silicon Valley Builders Group, Inc. for Milpitas Sports Center Exterior Modifications and Painting (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Christian Di Renzo, Public Works Director, 408-586-2602)

Recommendation: Adopt a resolution authorizing the City Manager, or designee, to negotiate and execute a Construction Agreement with Silicon Valley Builders Group, Inc. for Milpitas Sports Center Exterior Modifications and Painting for $430,946, in addition to a 20% contingency amount of $86,189 subject to an executed amendment or change order.

C13. Adopt a Resolution to Award Construction Contract to Golden Bay Construction, Inc. for Calaveras Median Beautification Project, CIP No. 3468 (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) Award the construction contract for the Calaveras Median Beautification Project, CIP No. 3468, to Golden Bay Construction, Inc., the lowest responsible bidder submitting a responsive bid, in the amount of $568,766; (2) Authorize the City Manager, or designee, to execute the construction contract with Golden Bay Construction, Inc.; and (3) Authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not-to-exceed $85,000.

PUBLIC SAFETY

14. Receive a Report on a Home Security Camera Grant Initiative and Approve the Recommended Program Delivery Structure (Staff Contact: Frank Morales, Acting Chief of Police, 408-586-2521)

Recommendation: (1) Receive a Report on a Home Security Camera Grant Initiative; and (2) Approve Option 2, the Recommended Program Delivery Structure.

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.

February 2026

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Milpitas City Council Calendar
March 2026

April 2026

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	**2** **7:00 PM**-Parks, Recreation & Cultural Resources Commission (EC)	**3** **5:00 PM**-Study Session **7:00 PM**-Closed Session/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** **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** **4:00 PM**- Finance Subcommittee (CM/EC) **6:00 PM**-Energy and Environmental Sustainability Commission (EC)	**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**				

March 2026

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Milpitas City Council Calendar
April 2026

May 2026

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 **2:00 PM**-Santa Clara VTA Monthly Briefing - Northeast Group (CM) (Santa Clara) **5:30 PM**-Veterans Commission (GB) **7:00 PM**-Community Housing Commission (EC)	**2** **5:30 PM**-Milpitas Chamber of Commerce Board (GB) **5:30 PM**-Santa Clara VTA Board of Directors (CM)	**3**	**4**
5	**6** **7:00 PM**-Parks, Recreation & Cultural Resources Commission (EC)	**7** **6:00 PM**-Closed Session **7:00 PM**-City Council	**8** **12:00 PM**-SCVWD Water Commission (CM/GB) (SCVWD Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose, CA) **7:00 PM**-Silicon Valley Clean Energy Board of Directors (GB) (Sunnyvale) **7:00 PM**-Planning Commission	**9** **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)	**10**	**11**
12	**13** **4:30 PM**-Economic Development and Trade Commission (WL)	**14**	**15** **4:00 PM**-City Council Finance Subcommittee (CM/EC) **6:00 PM**-Energy and Environmental Sustainability Commission (EC)	**16**	**17**	**18**
19	**20** **7:00 PM**-Science, Technology, and Innovation Commission (WL)	**21** **5:00 PM**-Closed Session **7:00 PM**-City Council	**22** **5:30 PM**-Cities Assoc. of SCC - Recycling and Waste Reduction Commission (CM) **7:00 PM**-Planning Commission	**23**	**24**	**25**
26	**27**	**28** **1:30 PM**-Senior Advisory Commission (HL) **5:30 PM**-Special Council Meeting	**29** **12:00 PM**-Santa Clara Valley Water District - Water Commission (CM)	**30**		

SPECIAL MEETING OF THE MILPITAS CITY COUNCIL

MINUTES

TUESDAY, FEBRUARY 24, 2026

The City Council of the City of Milpitas convened in a Special Meeting of the Milpitas City Council on February 24, 2026, in the Barbara Lee Senior Center Community Room, 40 N Milpitas Blvd, Milpitas, CA, and via teleconference/Zoom webinar.

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

Mayor Montano called the City Council meeting to order at 5:04 PM. Roll Call was taken by City Clerk Guzzetta.

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

ABSENT: None

PLEDGE OF ALLEGIANCE

The City Council recited the Pledge of Allegiance.

PUBLIC FORUM

There were no public speakers.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

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

READING OF THE CITY COUNCIL CODE OF CONDUCT

Councilmember Chua read the Milpitas City Code of Conduct.

APPROVAL OF AGENDA

After discussion, motion: to approve the agenda.

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

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

NOES: None

AGENDA ITEMS

1. Receive Presentation on the Proposed Five-Year 2027-2031 Capital Improvement Program and Fiscal Sustainability Initiatives, and Provide Feedback to Staff (Staff Contact: Michael Silveira, City Engineer, 408-586-3303; and Matt Cano, Assistant City Manager, 408-586-3012)

Acting City Manager Hernandez and Public Works Director Di Renzo introduced the item. City Engineer Silveira and CIP Manager Eam presented the report. Staff responded to questions from the City Council.

The City Council recessed at 6:56 PM and reconvened at 7:12 PM.

Following the presentation of recent project accomplishments, Mayor Montano thanked staff for addressing safety concerns through the Hammond Way solar streetlight pilot program, noting prior community complaints regarding poor lighting in the area. She asked about the expected life cycle and replacement cost of the solar lighting batteries, and staff indicated the batteries are expected to last approximately 10 to 12 years. The Mayor also asked about the timeline for resurfacing Dempsey Road following completion of the water main replacement project, and staff indicated the roadway resurfacing is anticipated to be completed during the summer.

Councilmember Chua expressed support for the Hammond Way solar lighting pilot program and noted interest in evaluating the performance of the technology over time. She asked staff to clarify the scope of improvements planned at Strickroth Park and referenced prior park improvements completed through earlier funding initiatives.

Councilmember Lam asked whether the City plans to expand the use of solar streetlights in other areas or replace existing streetlights with solar technology. Staff explained that the current installation is being evaluated as a pilot program and that existing streetlights would generally continue to be maintained using current systems.

Councilmember Lien thanked staff for prioritizing completion of the library elevator modernization project and emphasized the importance of restoring accessibility at the facility for residents.

During discussion of roadway preservation and resurfacing projects, Councilmember Lam asked how pavement condition index (PCI) ratings are calculated. Staff explained that PCI assessments are conducted through a regional pavement condition evaluation program administered by the Metropolitan Transportation Commission.

Vice Mayor Barbadillo asked questions regarding the City's pavement maintenance strategy and whether maintaining a PCI rating in the low-70 range results in measurable cost savings compared to allowing roadways to deteriorate and reconstructing them later. Staff explained that preserving roadways while they remain in fair condition is significantly less expensive than full reconstruction and that available funding is allocated to maximize preservation opportunities while addressing streets requiring reconstruction.

Councilmember Chua asked staff what the lowest PCI ratings currently exist within the City and how staff determines which streets are prioritized for maintenance or reconstruction given funding constraints. Staff explained that prioritization considers pavement condition data, available funding, and the relative cost of preservation versus reconstruction treatments.

Councilmembers also discussed bicycle and pedestrian infrastructure investments. Vice Mayor Barbadillo asked whether the City is seeing sufficient public use of bicycle facilities given the level of infrastructure investment. Staff explained that outreach and education efforts are underway, including bicycle safety education, updates to the City's bicycle map, and coordination with the Parks,

Recreation and Cultural Resources Commission to promote bicycle use.

Staff further explained that project prioritization for the CIP considers alignment with City Council priorities, legal mandates, health and safety needs, and grant funding opportunities. Staff outlined the timeline for review and adoption of the CIP, noting that the program will return to the City Council following review by the Planning Commission and the Parks, Recreation and Cultural Resources Commission. The City Council received the presentation and provided feedback to staff regarding the proposed Capital Improvement Program.

Acting City Manager Hernandez then noted that the CIP discussion had concluded and introduced a brief follow-up presentation by Assistant City Manager Cano regarding organizational assessments, overtime usage, and the City's purchasing card (P-card) program.

Regarding P-card usage, council emphasized the need for stronger accountability mechanisms. Councilmember Chua suggested incorporating P-card compliance into performance reviews, while Vice Mayor Barbadillo recommended adding enforcement provisions to policies to prevent resource waste on compliance reviews.

Vice Mayor Barbadillo discussed fire department overtime patterns, questioning whether policy changes could reduce non-discretionary overtime costs. He suggested exploring staffing model adjustments as potential cost-saving measures. Fire Chief Schoonover explained that current overtime usage represents the most fiscally strategic approach given minimum staffing requirements.

Councilmember Lien emphasized the operational necessity of current staffing levels, citing a recent emergency response that demonstrated the need for full fire department capacity.

The council generally supported staff's systematic approach to sustainability initiatives while emphasizing the need to balance service levels with fiscal constraints. Staff was directed to continue pursuing grant opportunities, evaluate impact fee implementation for new development areas, and explore financing options for major infrastructure projects.

ADJOURNMENT

Mayor Montano adjourned the meeting at 9:09 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

STUDY SESSION AND REGULAR MEETING OF THE MILPITAS CITY COUNCIL

MINUTES

TUESDAY, MARCH 3, 2026

The City Council of the City of Milpitas convened in a Regular Meeting of the Milpitas City Council on March 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 City Council meeting to order at 5:06 PM. Roll Call was taken by City Clerk Guzzetta.

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

ABSENT: None

APPROVAL OF AGENDA

After discussion, motion: to approve the agenda.

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

STUDY SESSION

1. Receive a Staff Presentation on the Preliminary FY2027 2031 Five-Year General Fund Financial Forecast and Provide Feedback on Desired Service Levels to Inform FY2026 27 Budget Development (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

Acting City Manager Hernandez provided opening remarks and Finance Director Cofresí-Howe presented the report.

There were no public speakers.

Councilmember Lam inquired about the difference between the adopted and amended FY 2025–26 budgets. Finance Director Cofresí-Howe explained that the amendments reflect Council-approved actions, including grants and union contracts, and noted that a detailed memorandum would be provided. Councilmember Lam also asked about the current sales tax rates and transfers to the IT and Storm Drain Funds. Finance Director Cofresí-Howe stated that these transfers reflect longstanding Council policies intended to support future capital projects.

Councilmember Chua requested a three-year comparative analysis of interest earnings from the City's reserves. She also asked about funding related to Main Street revitalization. Assistant City Manager Cano clarified the distinction between $100,000 in Council-allocated funds and $750,000 received through Congressman Ro Khanna's office for specific signal and lighting improvements. Councilmember Chua expressed concern regarding the gap between revenues and expenditures and emphasized the need to increase revenue while reducing expenditures.

Councilmember Lien asked about the uninsured claims payable. Budget Manager Alice Vurich and Human Resources Director Kelli Parmley explained that these represent workers' compensation reserves. Councilmember Lien requested aggregate data regarding claims. She also asked about the remaining one percent of expenditure drivers beyond personnel (79.1%) and services and supplies (19.9%). Finance Director Cofresí-Howe explained that the remaining amount includes debt service, operating transfers, and fund reductions. Councilmember Lien further inquired about cost containment and operational efficiencies. Human Resources Director Parmley described the City's strategic recruitment process, which requires justification and multiple levels of approval before vacancies may be filled.

Councilmember Chua also raised concerns regarding overtime and the workers' compensation process, including the effectiveness of the City's third-party administrator. Human Resources Director Parmley explained that the administrator manages claims processing and noted that a recent independent audit provided recommendations for improvements. She also described the Ready Rebound program launched in December to advocate for injured workers and support return-to-work efforts. Councilmember Chua suggested delays may occur during the administrator's approval process and directed staff to conduct a statistical analysis of Sedgwick's effectiveness and provide performance data.

Vice Mayor Barbadillo commented on the upcoming June budget adoption, noting that only six meetings remain before the budget must be finalized. He expressed concern about responses indicating that information was not available and directed staff to maintain a comprehensive list of information requests from Council and staff to ensure timely responses prior to budget adoption. The Vice Mayor also asked staff to provide detailed information regarding the reported $28.5 million structural deficit reduction, including specific actions taken rather than general references to cost containment, interest income, and organizational assessments. He requested a clear roadmap demonstrating how the deficit was reduced, supported by data. The Vice Mayor also asked Economic Development staff to provide data demonstrating how City actions contributed to increases in sales tax and transient occupancy tax revenues. Regarding overtime, he requested data showing how staffing structures affect overtime costs to inform potential policy discussions.

Councilmember Lam additionally requested citywide overtime totals and annual departmental breakdowns.

Mayor Montano directed staff to provide comparative information regarding business license tax structures in other cities to inform the upcoming business tax modernization ballot measure.

Staff confirmed that responses to the Council's requests would be provided through information memoranda and future presentations. Assistant City Manager Cano summarized the follow-up items for tracking purposes.

At 6:56 PM, Following the conclusion of the item, the City Council recessed until the start of the Regular City Council meeting.

CALL REGULAR MEETING TO ORDER

Mayor Montano called the Regular City Council meeting to order at 7:07 PM following the Study Session break.

PRESENTATIONS

Mayor Montano and the City Council presented proclamations in recognition of Red Cross Month and Youth Art Month.

ADJOURN TO CLOSED SESSION

Acting City Attorney Christopher Creech briefed the public on two closed session items.

The City Council adjourned to Closed Session at 7:15 pm.

(a) CONFERENCE WITH LABOR NEGOTIATOR

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

(b) CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8
Property: APN Nos. 028-34-001 through 028-34-094
Agency's Negotiator(s): Assistant City Manager Matt Cano
Negotiating Parties: City of Milpitas and Milpitas Community Museum
Under Negotiation: Price and terms of payment

CLOSED SESSION ANNOUNCEMENT:

The City Council reconvened in Open Session at 8:31 PM.

Acting City Attorney Creech had no report out from Closed Session.

PLEDGE OF ALLEGIANCE

Vice Mayor Barbadillo led the pledge of allegiance.

INVOCATION

Councilmember Chua provided the invocation. Councilmember Lam offered additional comments on the Lunar New Year.

PUBLIC FORUM

There were the following public speakers:
1. 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

Mayor Montano read the City Council Code of Conduct.

CONSENT CALENDAR

Mayor Montano asked if there were any changes to the Consent Calendar.

There were no public speakers.

After discussion, motion: to approve the Consent Calendar.

Motion/Second: Councilmember Lien / Vice Mayor Barbadillo
by the following:
AYES: Mayor Montano, Vice Mayor Barbadillo, Councilmember Chua, Councilmember Lam, Councilmember Lien
NOES: None

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

Received City Council Calendar of Meetings for March 2026.

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

Approved City Council Meeting minutes of February 17, 2026.

4. 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.

5. 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.

6. Authorize and Approve Travel Request for Mayor Montano, Councilmember Chua, and Councilmember Lam to Sacramento, CA for the CalCities City Leader Summit (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)

Authorized and approved travel to Sacramento, CA, for Mayor Montano, Councilmember Chua, and Councilmember Lam to Sacramento, CA for the CalCities City Leader Summit to be held on April 22-24, 2026, for a combined estimated total amount of $6,000, budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

7. Establish Accessibility Compliance Fund (CASp) (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

Adopted **Resolution No. 9483** establishing the Accessibility Compliance Fund as a separate special revenue fund and authorizing the transfer of previously collected fees to the fund.

8. Adopt a Resolution to Accept the Improvements, Authorize the City Engineer to File a Notice of Completion and Issue a Notice of Final Acceptance After the One-Year Warranty for the Hammond Way Streetlight Project (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Adopted **Resolution No. 9484** to accept the improvements; and Authorize the City Engineer to file a Notice of Completion and issue a Notice of Final Acceptance after one-year warranty period for Hammond Way Streetlight Project, CIP No. 4301.

9. Adopt a Resolution to Accept the Improvements, and Authorize the City Engineer to File a Notice of Completion and Issue a Notice of Final Acceptance After the One-Year Warranty for Street Sealing Project 2024 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Adopted **Resolution No. 9485** to accept the improvements; and Authorize the City Engineer to file a Notice of Completion and issue a Notice of Final Acceptance after the one-year warranty for Street Sealing Project 2024, CIP No. 3424, 3426, 4283, 4305 and 7118.

PUBLIC HEARINGS

10. Conduct the 2026 Weed Abatement Public Hearing and Adopt a Resolution to Abate the Weeds (Staff Contact: Arthur Belton, Deputy Fire Chief/Fire Marshal, 408-586-3384)

Acting City Manager Hernandez introduced the item. Deputy Fire Chief Belton presented the report.

Mayor Montano opened the public hearing.

There were the following public speakers:
1. Voltaire Montemayor

Mayor Montano closed the public hearing.

Councilmember Lam asked about minimum weed height requirements, with Deputy Chief Belton clarifying the standard is 6 inches but emphasizing inspectors focus on larger landscape fire hazards rather than precise measurements.

After discussion, motion: to adopt **Resolution No. 9486** directing the County of Santa Clara Consumer and Environmental Protection Agency Weed Abatement Program to abate the nuisance, keep an account of the cost, and embody such account in a report and assessment list to the City Council in accordance with the Milpitas Municipal Code.

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

11. Approval of Issuance of Tax and Equity Fiscal Responsibility Act (TEFRA) Tax-Exempt Revenue Bonds by the California Municipal Finance Authority for An Amount Not Exceeding $25,000,000 to Finance the CA Circle Family Apartments, An Affordable Housing Development Located at 1355 California Circle (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)

Acting City Manager Hernandez and Assistant City Manager Cano introduced the item. Special Projects Associate Hom presented the report.

Mayor Montano opened the public hearing.

There were the following public speakers:
1. Voltaire Montemayor

Mayor Montano closed the public hearing.

Vice Mayor Barbadillo asked staff for confirmation that the city's role was ministerial with no financial liability and questioning any additional benefits beyond the $13,500 issuance fee. Special Projects Associate Hom explained the primary benefit was achieving affordable housing goals.

Mayor Montano inquired about the 55-year term and post-expiration options. Jared Suzuki from the California Municipal Finance Authority explained properties could be recovenanted, convert to market rate, or pursue other options depending on ownership decisions. The Mayor expressed concern about displacement risks after covenant expiration, referencing past Sunny Hills apartment issues, and asked about odor disclosures given proximity to the landfill.

Councilmember Lam asked about rental versus purchase units and rent determination processes. Jared Suzuki explained the state rent schedules by AMI levels. The Councilmember compared affordability to Section 8 vouchers, with developer representative Oren Hillel clarifying no project-based vouchers were included but tenant-based vouchers could be accepted.

Mayor Montano asked about application processes for residents seeking affordable units. Developer Representative Hillel explained pre-leasing marketing plans would be developed 3-6 months before lease-up in coordination with city staff, with construction targeted to begin in June 2026.

After discussion, motion: to adopt **Resolution No. 9487** approving the California Municipal Finance Authority's issuance of tax-exempt revenue bonds for the benefit of CA Circle Family Apartment LP to finance the multi-family affordable housing development located at 1355 California Circle, pursuant to the requirements of TEFRA..

Motion/Second: Vice Mayor Barbadillo / Mayor Montano
Motion carried by the following:

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

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Acting City Manager Hernandez thanked staff and council for productive budget conversations.

Councilmember Chua requested that the city attorney's office utilize four hours to prepare a legal brief reviewing the city council vacancy ordinance unchanged since 1976, including existing framework analysis, gap identification, and modernization recommendations. There was unanimous consensus to move forward with the item. Councilmember Chua spoke on bringing forward recognition of women for International Women's Month celebrations.

Councilmember Lam asked to change the Science, Technology and Innovation Commission name to the "Technology Commission". Assistant City Manager Cano noted this would be included in the April

commission name review item already scheduled for council prioritization.

Mayor Montano asked for Councilmember Lien to speak with the Library Commission about potentially shortening their name from "Library Education Advisory Commission" to "Library Commission" for the April discussion.

ADJOURNMENT

Mayor Montano adjourned the meeting at 9:12 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 03/13/2026

April 7, 2026 – Regular Meeting

CLOSED SESSION

- Labor Relations

INVOCATION (Vice Mayor Barbadillo)

PRESENTATION

- Black April (Proclamation)
- Fair Housing / Affordable Housing Month (Proclamation)
- National Public Safety Telecommunicators Week (Proclamation)

CONSENT CALENDAR

1. Receive City Council calendar for April 2026 (City Clerk)

2. Approve City Council Meeting minutes of March 17, 2026 (City Clerk)

3. Preview list of items for April 21, 2028 (City Clerk)

4. Councilmember Request List (City Clerk)

5. Commission Term Realignment (City Clerk)

6. Award Professional Service Agreement for material testing and inspection services (Public Works / Engineering)

7. Construction Contract Award for Sinnott Park Playground Renovation, CIP 3471 (Public Works / Engineering)

8. Approve Final Map for Phase 2, Parcel A of Summerhill Apartments, 1646 Centre Pointe Drive (Public Works / Engineering)

PUBLIC HEARING

9. CDBG Substantial Amendment to the FY2025-30 Consolidated Plan and FY2025-26 Annual Action Plan (Housing)

LEADERSHIP AND SUPPORT SERVICES

10. Fee Schedule Discussion (Finance)

11. City Council Prioritization Process Update (City Manager)

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

OPEN ITEMS

Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
1	Consider shortening the name from Library and Education Advisory Commission to Library Commission	Montano	3/3/2026	An update on this item will be included in the next quarterly prioritization update.
2	Request a name change for Science, Technology and Innovation Commission to the Technology Commission	Lam	3/3/2026	An update on this item will be included in the next quarterly prioritization update.
3	City Attorney's Office to prepare a legal brief revieweing the City Council vacancy ordinance unchanges since 1976, including existing framework analysis, gap identification, and modernization recommendation.	Chua	3/3/2026	An update on this item will be included in the next quarterly prioritization update.
4	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.
5	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.
6	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.
7	Review the city's affordable housing ordinance and agreements with developers 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.
8	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.
9	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.
10	Review the Council prioritization process	Chua	11/18/2025	An update on this item will be included in the next quarterly prioritization update.
11	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.
12	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.
13	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.
14	Install debrillators on city properties	Barbadillo	10/28/2025	An update on this item will be included in the next quarterly prioritization update.
15	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.
16	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:
17	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.
18	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.
19	Add to the existing Strategic Land Acquisition Revenue Reserve	Council		An update on this item will be included in the next quarterly prioritization update.
20	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.

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:**
21	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.
22	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.
23	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.
24	Develop a project management informational memo.	Barbadillo	4/1/2025	An update on this item will be included in the next quarterly prioritization update.
25	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.
26	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.
27	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.
28	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.
29	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.
30	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.
31	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.
32	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.
33	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.
34	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.
35	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.
36	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.
37	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.
38	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.
39	Main Street International Festival	Lien	10/3/2023	An update on this item will be included in the next quarterly prioritization update.
40	Pickleball Pilot Project	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
41	Main Street Infrastructure Projects	Montano	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
42	Main Street Flooding at Library	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
43	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.
44	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.
45	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.
46	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.

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:**
47	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:	**Authorize and Approve Travel Request for Mayor Montano to the WELL 2026 Annual Conference in Friant, CA on March 27 – 28, 2026 (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	3/17/2026
Recommendation:	Authorize and approve travel for Mayor Montano to attend the Water Education for Latino Leaders (WELL) 2026 Annual Conference in Friant, CA, on March 27-28, 2026, at an estimated total amount of $900, budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.

BACKGROUND:
The Water Education for Latino Leaders (WELL) organization holds its WELL 2026 Annual Conference in California. This year, the conference is scheduled for March 27-28, 2026. This statewide conference brings together community leaders, nonprofit organizations, public agencies, and policymakers for educational sessions and discussions on water sustainability, environmental justice, and community leadership affecting California communities. Attachment A is the preliminary agenda for this conference.

ANALYSIS:
The City of Milpitas Travel and Expense Policy requires the City Council to approve travel for the elected officials and City Manager. City Council approval of the Friant travel request will allow Mayor Montano to gain additional knowledge from other California policymakers and bring it back to share with her colleagues. Continued conference participation and attendance also ensure the Milpitas community is fully represented in important statewide discussions related to water policy, environmental justice, and community leadership.

POLICY ALTERNATIVE(S):
Not Applicable

FISCAL IMPACT:
The estimated individual expense for the Friant, CA WELL 2026 Annual Conference, including the registration fee, lodging, meals, mileage, and incidental reimbursements, is $900.

Fiscal year to date, Mayor Montano has spent $6,965.87 from her Individual Elected Official allocation of $10,000 for Conferences/Meetings/Memberships. With the additional estimated $900 expenses, she will have an estimated remaining balance of $2,134.27 for the fiscal year.

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.

ATTACHMENT(S):
(a) WELL 2026 Annual Conference Agenda
(b) Council Conferences Budget Tracking

Donate

WELL 2026 Annual Conference

By Marissa / January 14, 2026

Register Today!

Location:

Table Mountain Casino Resort – 777 Jackpot Lane Friant, California 93626

(20 minutes from Fresno, CA)

Conference Overview:

- Friday, March 27: Water Tour & Opening Reception
- Saturday, March 28: Conference, 9 AM – 3 PM

Panel Descriptions:

ding Resilient Water Systems Through Diverse Leadership

Donate

Who leads California's water systems—and why does representation matter? This panel explores how leadership pathways, workforce diversity, and access to water knowledge shape governance, infrastructure investment, and community trust. Panelists will discuss why informed, inclusive leadership is essential for navigating climate pressures, aging infrastructure, and rising costs—and how investing in people is key to building resilient, community-centered water systems.

SGMA's Impact on Local Governance, Communities, and Regional Economies

- How is the Sustainable Groundwater Management Act (SGMA) reshaping local decision-making and regional economies? This panel examines the role of elected officials and GSAs in implementing groundwater sustainability, with a focus on equity, transparency, and community engagement. Panelists will share strategies for balancing water reliability, economic stability, and long-term resilience across California's regions.

Funding the Future: Rebuilding California's Aging Water Infrastructure

- What will it take to modernize California's water systems? This panel examines funding challenges and opportunities, including the role of the Prop 4 Climate Bond, in supporting climate-resilient and equitable infrastructure. Panelists will discuss innovative financing tools, policy frameworks, and partnerships that help ensure safe, affordable, and reliable water for communities statewide.

Indigenous Knowledge and Water Stewardship (Lunch Session)

- How can Indigenous water stewardship inform California's water future? This session highlights Tribal leadership and traditional ecological knowledge as critical components of sustainable water governance. This lunch session will discuss opportunities for collaboration between Tribal governments and local agencies, the importance of government-to-government relationships, and ways to center Indigenous voices in water decision-making.

Register Today!

nited room block is available with registration, with rates starting at $199 for
Standard rooms and $219 for Queen/Queen Standard rooms.

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← PREVIOUS

A Year of Impact: Water Educati...

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ATTACHMENT B

Council Conferences/Trainings FY 25-26 Budget Tracking Sheet

Mayor Montano				
	Training/Travel Event	FY25-26 Amount Expended/Estimates	Total $ 6,965.87	Remaining Balance $ 3034.13
1	42nd Annual NALEO Conference	$1,490.99		
2	2025 Cal Cities	$3,094.88		
3	Cities Association of Santa Clara County Annual Holiday Party Ticket	$75.00		
4	Mission College Gala	$150.00		
5	Mayors Academy Registration Cancelation Fee	$75.00		
6	Kiwanis Crab Feed	$80.00		
7	**CalCities Summit**	**$2,000.00**		
8	*WELL Annual Conference*	*$900.00*	*estimates only*	

Vice Mayor Barbadillo				
	Training/Travel Event	FY25-26 Amount Expended/Estimates	Total $ 4,537.89	Remaining Balance $ 5,462.11
1	Cal Cities Long Beach 2025	$2,537.89		
1	*CalCities Summit*	*$2,000.00*	*estimates only*	

Councilmember Chua				
	Training/Travel Event	FY25-26 Amount Expended/Estimates	Total $ 2,000.00	Remaining Balance $8,000.00
1	*CalCities Summit*	*$2,000.00*	*estimates only*	

Councilmember Lien				
	Training/Travel Event	FY25-26 Amount Expended/Estimates	Total $ 2,737.33	Remaining Balance $ 7,262.67
1	2025 Cal Cities	$2,662.33		
2	Cities Association of SCC Annual Holiday Dinner 2025	$75.00		

Councilmember Lam				
	Training/Travel Event	FY25-26 Amount Expended/Estimates	Total $6,302.41	Remaining Balance $3,697.59
1	2025 Cal Cities	$2,833.17		
2	Cities Association of SCC Annual Holiday Dinner 2025	$75.00		
3	Mayor and Councilmember Academy – Jan 21-23, 2026	$1,299.24		
4	Kiwanis Crab Feed	$80.00		
5	Connecting Communites Summit	$25.00		
6	***CalCities Summit***	**$2,000.00**	***estimates only***	

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Confirm Appointment of Milpitas Unified School District Representative to the Economic Development and Trade Commission (Contact: Suzanne Guzzetta, City Clerk, 408-586-3024)**
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	3/17/2026
Recommendation:	Confirm appointment of the Milpitas Unified School District (MUSD) representative to the Economic Development and Trade Commission.

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

Certain commission seats include additional eligibility or appointment requirements. For example, one seat on the Economic Development and Trade Commission is designated for a Milpitas Unified School District representative. The representative is appointed by the School District Board of Trustees and confirmed by City Council.

On January 20, 2026, the City Council confirmed the appointment of Robert Jung as the MUSD representative to the Economic Development and Trade Commission based on information provided to the City at that time. Subsequent clarification from the School District indicates that, at its December 9, 2025 meeting, the Board of Trustees approved Dr. Anu Nakka to serve as the MUSD representative to the commission and Robert Jung as the alternate. While this action is not clearly reflected in the Board meeting minutes, it is documented in the meeting recording.

ANALYSIS:
Appointments and removals are as follows:

Economic Development and Trade Commission:
1. Appoint Anu Nakka as the MUSD Representative to a term ending April 2028.

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

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

ATTACHMENTS:
None.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Authorize the City Manager, or Designee, to Negotiate and Execute a Purchase Order with Golden State Fire Apparatus, Inc. for Purchase of the Pierce Manufacturing, Inc. Velocity Heavy Duty Rescue Vehicle (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Jason Schoonover, Fire Department Chief, 408-586-2811)**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	3/17/2026
Recommendation:	Adopt a resolution authorizing the City Manager, or designee, to negotiate and execute a Purchase Order with Golden State Fire Apparatus, Inc. to purchase one (1) Pierce Manufacturing, Inc. Velocity Heavy Duty Rescue Vehicle for a not-to-exceed amount of $1,560,614, which includes vehicle cost, sales tax, California tire fee, and payment and performance bonds.

BACKGROUND:
In Fiscal Year 2025-2026, the City programmed Capital Improvement Program (CIP) Project 3475 – Urban Search and Rescue (USAR) Vehicle. The National Fire Protection Association (NFPA) Standard 1901 Annex D for Fire Apparatus recommends all fire apparatus be completely removed from emergency service at 25 years. The Fire Department's current Urban Search and Rescue Apparatus (USAR86) is 26 years old and has exceeded its useful lifespan by several years. Due to the age of the current USAR, required maintenance time and costs continue to increase, which can significantly impact the City's emergency response capabilities.

ANALYSIS:
On July 2, 2025, Sourcewell, a State of Minnesota local government unit and service cooperative, issued a Request for Proposal (RFP) #082025 Firefighting Apparatus and Fire Service Vehicles. On January 6, 2026, Sourcewell awarded Contract No. 082025-PMI to Pierce Manufacturing, Inc. (Pierce) pursuant to the RFP. The City's Purchasing Agent, in accordance with City Municipal Code Section I-2-3.05, which authorizes the Purchasing Agent to make purchases based upon an agreement or cooperative purchasing program entered into by another public agency, reviewed the Sourcewell RFP and awarded contract, and confirmed the RFP competitive process was consistent with, and at least as restrictive as, the City's procurement processes.

Pierce only manufactures products, and does not sell directly to end-customers. Instead, Pierce sells its products through sixteen (16) authorized dealerships located throughout the United States, each of which is contracted with Pierce for a designated territory. Golden State Fire Apparatus, Inc. is Pierce's exclusive authorized dealer for Central and Northern California. Golden State Fire Apparatus, Inc. provided a competitive cost proposal that offers a discount of approximately 13% off the manufacturer's suggested retail price if the purchase is 100% pre-paid. This discount also represents an additional 7.5% savings off Pierce's contracted Sourcewell pricing. As such, staff recommends issuing a purchase order to Golden State Fire Apparatus, Inc., as Pierce's only authorized dealer in our region, for the purchase of a Pierce Velocity Heavy Duty Rescue Vehicle for a not-to-exceed amount of $1,560,614.

If approved, the new USAR apparatus will consolidate and centralize heavy rescue inventory and equipment that is currently distributed across three separate trailers. Bringing these resources together on a single, purpose-built apparatus will significantly improve response times by eliminating the need to locate, hitch, and transport multiple trailers to an incident scene. The community risk profile within the City – which includes major freeway corridors, multi-story commercial and residential structures, and active construction sites – requires the Fire Department to be trained, equipped, and prepared to respond to a wide range of technical rescue incidents at any moment. Past incidents in Milpitas have included motor vehicle accidents on freeways involving tractor-trailer trucks, mechanical shoring of unstable structures, and deployment of complex rope-

rescue systems. The new USAR apparatus will support response to incidents such as structure collapses, high-angle rope rescue (including highline systems), confined-space rescue (permit-required environments), and mass transportation emergencies. The purchase will also bring the City into compliance with the recommendations of NFPA Standard 1901, Annex D, for fire apparatus.

POLICY ALTERNATIVE(S):

Alternative 1: Do not negotiate and execute a Purchase Order with Golden State Fire Apparatus, Inc. for the purchase of a Pierce Velocity Heavy Duty Rescue Vehicle.

Pros: The City would not expend these funds.

Cons: The time and costs associated with maintaining the Fire Department's existing heavy rescue vehicle will continue to increase, as its useful lifespan has already been exceeded. This could also significantly restrict the City's emergency response capabilities.

Reason for Not Recommending: NFPA Standard 1901 Annex D for Fire Apparatus recommends all fire apparatus be completely removed from emergency service at 25 years. The Fire Department's current USAR86 is 26 years old and has exceeded its useful lifespan by several years. This has and will continue to result in increased time and costs required to maintain it. The Fire Department is not confident the current apparatus can continue to reliably function in its current capacity. The anticipated delivery of the apparatus from time of order is estimated to be up to four years. Therefore, purchase of the new USAR is important to ensure optimal rescue responsiveness and capabilities.

FISCAL IMPACT:

As part of the 2026-2030 Adopted CIP (Project No. 3475), funding of $1,850,000 was approved for the purchase of an Urban Search and Rescue vehicle (USAR) for the Fire Department.

Golden State Fire Apparatus, Inc. provided three pricing options. Staff recommend Option A (100% prepayment at time of order), which offers the greatest savings to the City:

	Option A – 100% Prepayment	**Option B – Payment at Delivery**	**Option C – 50% Prepayment**
Grand Total	**$1,560,614**	**$1,796,411**	**$1,656,700**
Savings vs. Option B	**$235,797 (13.1%)**	**—**	**$139,711 (7.8%)**

The Option A grand total of $1,560,614 includes the vehicle ($1,423,222 after a 13.3% prepayment discount), sales tax ($133,427), California tire fee ($11), and a 100% payment and performance bond ($3,954). Payment is due within 30 calendar days of contract execution, with delivery estimated 42-45 months thereafter.

To protect the City's prepayment over the manufacturing period, the purchase includes payment and performance bonds issued by a surety company. The performance bond guarantees the dealer will deliver the completed vehicle to specification, or the City will be compensated up to the full contract value if the dealer or manufacturer fails to perform due to default, insolvency, or other cause. The payment bond protects the City from third-party claims arising from the dealer's failure to pay its subcontractors or suppliers. Per the proposal specifications, the issuing surety must carry a minimum A.M. Best financial strength rating of A- (Excellent) and be listed on the U.S. Treasury Department's Circular 570 list of approved sureties. Payment shall not be remitted until the City has received and verified the executed bonds.

The purchase price is within the approved CIP appropriation, resulting in a remaining balance of $289,386. The proposal also includes a $25,000 contingency reserve fund for change orders during manufacturing; any unused portion will be credited back to the City. Staff will evaluate the remaining balance upon delivery and recommend reallocation or return to the Equipment Replacement Fund through a future budget process.

No additional appropriation is required. There is no impact on the General Fund.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. 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
(b) Proposal from Golden State Fire Apparatus, Inc.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING THE PURCHASE OF ONE (1) PIERCE MANUFACTURING, INC. VELOCITY HEAVY DUTY RESCUE VEHICLE FROM GOLDEN STATE FIRE APPARATUS, INC., FOR THE TOTAL NOT-TO- EXCEED AMOUNT OF $1,560,614.00, PURSUANT TO A COOPERATIVE PROCUREMENT CONTRACT THROUGH SOURCEWELL, A STATE OF MINNESOTA LOCAL GOVERNMENT UNIT AND SERVICE COOPERATIVE

WHEREAS, Section I-2-3.05 ("Public Agency Purchases") of the Milpitas Municipal Code authorizes the City's Purchasing Agent to make such purchases based on an agreement or cooperative purchasing program entered into by any public agency regardless of whether the City is a named party to the agreement or an actual participant in such a program, provided that: (1) the underlying purchase was made using competitive negotiation or bidding procedures at least as restrictive as the City's, and may include nationally bid cooperative contracts, (2) the public agency is a "public agency" as defined in Government Code section 6500; and

WHEREAS, Municipal Code Section I-2-3.05 ("Public Agency Purchases") specifies that the Purchasing Agent may arrange for the City to enter into purchase contracts with a supplier or contractor for the purchase of supplies or services, the pricing and terms of which have been previously established by another public agency or improved pricing and terms, provided that the Purchasing Agent determines that such purchase contracts are in the City's best interest; and

WHEREAS, on July 2, 2025, Sourcewell (Sourcewell), a State of Minnesota local government unit and service cooperative, issued a Request for Proposal (RFP) #082025 entitled "Firefighting Apparatus and Fire Service Vehicles"; and

WHEREAS, on January 6, 2026, Sourcewell awarded Contract No. 082025-PMI to Pierce Manufacturing, Inc. (Pierce) pursuant to the RFP; and

WHEREAS, Pierce is a manufacturer that sells its products through 16 authorized dealerships located throughout the United States, each of which is contracted with Pierce for a designated territory; and

WHEREAS, Golden State Fire Apparatus Inc., is the exclusive authorized dealer for Pierce's Central and Northern California territory; and

WHEREAS, the Milpitas Fire Department's current Urban Search and Rescue Apparatus (USAR86) is 26 years old and has exceeded its useful lifespan by several years and, accordingly, staff wishes to purchase a replacement USAR from Golden State Fire Apparatus Inc., for the total not-to- exceed amount of $1,560,614.00, as specified in the terms of their competitive cost proposal; and

WHEREAS, the total proposed by Golden State Fire Apparatus Inc. includes a discount of approximately 13% off the manufacturer's suggested retail price if the purchase is 100% pre-paid, and represents an additional 7.5% savings off Pierce's contracted Sourcewell pricing; and

WHEREAS, the City's Purchasing Agent, in accordance with the City's Municipal Code Section 1-2-3.05, has reviewed all of the documentation related to Sourcewell RFP #082025, and original contract awarded to Pierce Manufacturing, Inc. (082025-PMI), and has confirmed that the RFP competitive process was consistent with, and at least as restrictive as, the City's procurement processes.

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

1. The City Council has duly considered the full record before it, which may include but is not limited to such things as the City staff report, testimony by staff and the public, and other materials and

evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

2. The City Manager, or Designee, is authorized to negotiate and execute a purchase order purchase one (1) Pierce Manufacturing Inc. Velocity Heavy Duty Rescue Vehicle for the Fire Department from Golden State Fire Apparatus, Inc., the exclusive authorized dealer for Piece's Central and Northern California territory, through Pierce's cooperative contract with Sourcewell (082025-PMI), for the total not-to-exceed amount of $1,560,614.

PASSED AND ADOPTED this _____ day of _____, 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

GOLDENSTATEFIRE.COM

PREPARED ESPECIALLY FOR:

CITY OF MILPITAS FIRE DEPARTMENT

One (1) Pierce Manufacturing, Inc.
Velocity Heavy Duty Rescue

GOLDEN STATE
FIRE APPARATUS

7400 Reese Road, Sacramento, CA 95828
3615 Mars Way, Tracy, CA 95377

GOLDENSTATEFIRE.COM

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1 PRODUCT PROPOSAL

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OPTION A

100% PRE-PAYMENT

This will be the price of the Product(s) contingent upon the Customer paying the Grand Total Purchase Price to GSFA within thirty (30) calendar days of the Executed Date pursuant to the Payment Terms

IF YOU ELECT THIS OPTION, IT RESULTS IN A SAVINGS OF ($235,797.10) OFF OF THE GRAND TOTAL OF OPTION B

Please note this discount is also available contingent upon a Third Party (Leasing Company) paying 100% of the Grand Total Purchase Price on behalf of the Customer to GSFA within thirty (30) calendar days of the Executed Date pursuant to the Payment Terms

GOLDENSTATEFIRE.COM

GOLDEN STATE FIRE APPARATUS

PRODUCT PROPOSAL FOR:

City of Milpitas Fire Department 777 South Main Street Milpitas, CA 95035		SALES CONSULTANT Rich Myers Rich@goldenstatefire.com Mobile: (831) 251-8931
SUBMITTED DATE	**EXPIRATION DATE**	**GSFA PROPOSAL #**
03/05/2026	04/03/2026	80305-26A
MANUFACTURER BID #	**MANUFACTURER**	**CONSORTIUM**
959	Pierce Manufacturing Inc.	Sourcewell #082025, ID #1841, Member #112774

Golden State Fire Apparatus, Inc. ("**GSFA**") is pleased to provide this proposal for the fire apparatus(es) and equipment identified below (the "**Product**") to CITY OF MILPITAS ("**Customer**") for consideration. This proposal (this "**Product Proposal**") includes the following exhibits attached hereto: the Standard Terms and Conditions attached as Exhibit A (the "**Terms and Conditions**"); the Product Specifications attached as Exhibit B (the "**Specifications**"); the Product Warranties attached as Exhibit C (the "**Warranties**"); and the Dealer Supplied Products and/or Services attached as Exhibit D (the "**Dealer Supplied Products/Services List**") (all of the foregoing, collectively, the "**Agreement**"). Through its signature below or other Acceptance (as defined on page 2), Customer acknowledges having received and read, and agrees to be bound by, the Agreement. The Agreement shall be effective as of the latest date appearing the signature blocks below (the "**Executed Date**").

ITEM	PRODUCT DESCRIPTION	UNIT PRICE
A	One (1) Pierce Manufacturing, Inc. Velocity Heavy Duty Rescue	1,642,423.00
B	***Discount for 100% Payment at Time of Order ("Prepayment Discount")***	***(219,201.00)***
C	SUBTOTAL	1,423,222.00
D	9.375% State Sales Tax	133,427.06
E	California Tire Fee	10.50
F	100% Payment and Performance Bond	3,954.00
G	**GRAND TOTAL PURCHASE PRICE**	**1,560,613.56**

[*Terms Page Follows*]

PAYMENT TERMS – Customer shall pay the total purchase price set forth directly above (the "Grand Total Purchase Price") to GSFA within thirty (30) calendar days of the Executed Date. If payment of the Grand Total Purchase Price is late, a late fee as specified in section 6 of the Terms and Conditions may be applied, and the Prepayment Discount may be adjusted, and the Grand Total Purchase Price increased in accordance with section 2.c of the Terms and Conditions. Customer shall pay any balance due as a result of Change Orders as described in the Terms and Conditions.

MANUFACTURER – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above ("**Manufacturer**") and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to Manufacturer for the Product. GSFA's further performance under the Agreement is contingent upon Manufacturer's acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **42 – 45 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal, and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such service will add approximately **0.5 – 1 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal, and is subject to the Terms and Conditions.

PROPOSAL EXPIRATION – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

PURCHASE ORDER – Any PO shall be made out to:
Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.

ACCEPTANCE – ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN GSFA AND CUSTOMER. "**ACCEPTANCE**" MEANS THAT THE CUSTOMER DELIVERS TO GSFA: (A) A SIGNED COPY OF THIS PRODUCT PROPOSAL, OR (B) A SIGNED COPY OF A PURCHASE ORDER INCORPORATING THE AGREEMENT IN ITS ENTIRETY. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED AND OF NO EFFECT UNLESS APPROVED IN WRITING SIGNED BY GSFA.

COUNTERPARTS - This Product Proposal may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument. A signed copy of this Product Proposal delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Product Proposal. If this Product Proposal is returned to GSFA with the signature of Customer's authorized representative but without an attestation or co-signers signature, then absent Customer's written notice to the contrary, GSFA shall be entitled to rely on such single signature as sufficient evidence of the signatory's authority to execute the Agreement and bind Customer thereby.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and GSFA have each caused this Product Proposal dated 03/05/2026, GSFA Proposal Number 80305-26A to be executed by their duly authorized representatives effective as of the Executed Date.

ACCEPTED AND AGREED TO BY CUSTOMER

_____

Signature of Authorized Customer Representative

_____

Print Name

_____

Title

_____

Date

ACCEPTED AND AGREED TO BY GSFA

_____

Signature of Authorized GSFA Representative

_____

Print Name

_____

Title

_____

Date

OPTION B

PAYMENT AT TIME OF DELIVERY OR PICKUP

This will be the price of the Product(s) contingent upon the Customer paying the Grand Total Purchase Price to GSFA at time of delivery or pickup pursuant to the Payment Terms

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GOLDEN STATE FIRE APPARATUS

PRODUCT PROPOSAL FOR:

City of Milpitas Fire Department 777 South Main Street Milpitas, CA 95035		SALES CONSULTANT Rich Myers Rich@goldenstatefire.com Mobile: (831) 251-8931
SUBMITTED DATE	**EXPIRATION DATE**	**GSFA PROPOSAL #**
03/05/2026	04/03/2026	80305-26B
MANUFACTURER BID #	**MANUFACTURER**	**CONSORTIUM**
959	Pierce Manufacturing Inc.	Sourcewell #082025, ID #1841, Member #112774

Golden State Fire Apparatus, Inc. ("**GSFA**") is pleased to provide this proposal for the fire apparatus(es) and equipment identified below (the "**Product**") to CITY OF MILPITAS ("**Customer**") for consideration. This proposal (this "**Product Proposal**") includes the following exhibits attached hereto: the Standard Terms and Conditions attached as Exhibit A (the "**Terms and Conditions**"); the Product Specifications attached as Exhibit B (the "**Specifications**"); the Product Warranties attached as Exhibit C (the "**Warranties**"); and the Dealer Supplied Products and/or Services attached as Exhibit D (the "**Dealer Supplied Products/Services List**") (all of the foregoing, collectively, the "**Agreement**"). Through its signature below or other Acceptance (as defined on page 2), Customer acknowledges having received and read, and agrees to be bound by, the Agreement. The Agreement shall be effective as of the latest date appearing the signature blocks below (the "**Executed Date**").

ITEM	PRODUCT DESCRIPTION	UNIT PRICE
A	One (1) Pierce Manufacturing, Inc. Velocity Heavy Duty Rescue	1,642,423.00
B	9.375% State Sales Tax	153,977.16
C	California Tire Fee	10.50
D	**GRAND TOTAL PURCHASE PRICE**	**1,796,410.66**

[*Terms Page Follows*]

PAYMENT TERMS – Customer shall pay the total purchase price set forth directly above (the "**Grand Total Purchase Price**") to GSFA no later than the time of GSFA's delivery of the applicable Product to Customer's address listed above (or Customer's pick up of such Product at GSFA's facilities, if approved by GSFA). GSFA shall have no obligation to deliver, or permit pick up of the Product if the Customer does not have full payment ready when the Product is complete and ready to deliver or pick up, as applicable. Customer shall pay any balance due as a result of Change Orders as described in the Terms and Conditions.

MANUFACTURER – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above ("**Manufacturer**") and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to Manufacturer for the Product. GSFA's further performance under the Agreement is contingent upon Manufacturer's acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **42 – 45 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal, and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such service will add approximately **0.5 - 1 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal, and is subject to the Terms and Conditions.

PROPOSAL EXPIRATION – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

PURCHASE ORDER – Any PO shall be made out to:
Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.

ACCEPTANCE – ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN GSFA AND CUSTOMER. "**ACCEPTANCE**" MEANS THAT THE CUSTOMER DELIVERS TO GSFA: (A) A SIGNED COPY OF THIS PRODUCT PROPOSAL, OR (B) A SIGNED COPY OF A PURCHASE ORDER INCORPORATING THE AGREEMENT IN ITS ENTIRETY. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED AND OF NO EFFECT UNLESS APPROVED IN WRITING SIGNED BY GSFA.

COUNTERPARTS - This Product Proposal may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument. A signed copy of this Product Proposal delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Product Proposal. If this Product Proposal is returned to GSFA with the signature of Customer's authorized representative but without an attestation or co-signers signature, then absent Customer's written notice to the contrary, GSFA shall be entitled to rely on such single signature as sufficient evidence of the signatory's authority to execute the Agreement and bind Customer thereby.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and GSFA have each caused this Product Proposal dated 03/05/2026, GSFA Proposal Number 80305-26B to be executed by their duly authorized representatives effective as of the Executed Date.

ACCEPTED AND AGREED TO BY CUSTOMER

_____

Signature of Authorized Customer Representative

_____

Print Name

_____

Title

_____

Date

ACCEPTED AND AGREED TO BY GSFA

_____

Signature of Authorized GSFA Representative

_____

Print Name

_____

Title

_____

Date

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OPTION C

50% PRE-PAYMENT

This will be the price of the Product(s) contingent upon the Customer paying **$814,642.92** to GSFA within thirty (30) calendar days of the Executed Date pursuant to the Payment Terms

IF YOU ELECT THIS OPTION, IT RESULTS IN A SAVINGS OF ($139,711.07) OFF OF THE GRAND TOTAL OF OPTION B

*Please note this discount is also available contingent upon a Third Party (Leasing Company) paying **$525,846.44** on behalf of the Customer to GSFA within thirty (30) calendar days of the Executed Date pursuant to the Payment Terms*

GOLDENSTATEFIRE.COM

GOLDEN STATE FIRE APPARATUS

PRODUCT PROPOSAL FOR:

City of Milpitas Fire Department 777 South Main Street Milpitas, CA 95035		SALES CONSULTANT Rich Myers Rich@goldenstatefire.com Mobile: (831) 251-8931
SUBMITTED DATE	**EXPIRATION DATE**	**GSFA PROPOSAL #**
03/05/2026	04/03/2026	80305-26C
MANUFACTURER BID #	**MANUFACTURER**	**CONSORTIUM**
959	Pierce Manufacturing Inc.	Sourcewell #082025, ID #1841, Member #112774

Golden State Fire Apparatus, Inc. ("**GSFA**") is pleased to provide this proposal for the fire apparatus(es) and equipment identified below (the "**Product**") to CITY OF MILPITAS ("**Customer**") for consideration. This proposal (this "**Product Proposal**") includes the following exhibits attached hereto: the Standard Terms and Conditions attached as Exhibit A (the "**Terms and Conditions**"); the Product Specifications attached as Exhibit B (the "**Specifications**"); the Product Warranties attached as Exhibit C (the "**Warranties**"); and the Dealer Supplied Products and/or Services attached as Exhibit D (the "**Dealer Supplied Products/Services List**") (all of the foregoing, collectively, the "**Agreement**"). Through its signature below or other Acceptance (as defined on page 2), Customer acknowledges having received and read, and agrees to be bound by, the Agreement. The Agreement shall be effective as of the latest date appearing the signature blocks below (the "**Executed Date**").

ITEM	PRODUCT DESCRIPTION	UNIT PRICE
A	One (1) Pierce Manufacturing, Inc. Velocity Heavy Duty Rescue	1,642,423.00
B	***Discount for 50% Payment at Time of Order (the "Prepayment Discount")***	***(131,574.00)***
C	SUBTOTAL	1,510,849.00
D	9.375% State Sales Tax	141,642.09
E	California Tire Fee	10.50
F	100% Payment and Performance Bond	4,198.00
G	**GRAND TOTAL PURCHASE PRICE**	**1,656,699.59**

[*Terms Page Follows*]

PAYMENT TERMS – Customer shall pay **$814,642.92** to GSFA within thirty (30) calendar days of the Executed Date. If payment of **$814,642.92** is late, a late fee as specified in section 6 of the Terms and Conditions may be applied, and the Prepayment Discount may be adjusted and the Grand Total Purchase Price increased in accordance with section 2.c of the Terms and Conditions. Customer shall pay any balance due as a result of Change Orders to GSFA at the time of GSFA's delivery of the applicable Product to Customer's address listed above (or Customer's pick up of such Product at GSFA's facilities, as applicable and if approved by GSFA).

MANUFACTURER – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above ("**Manufacturer**") and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to Manufacturer for the Product. GSFA's further performance under the Agreement is contingent upon Manufacturer's acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **42 – 45 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal, and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such service will add approximately **0.5 – 1 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal, and is subject to the Terms and Conditions.

PROPOSAL EXPIRATION – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

PURCHASE ORDER – Any PO shall be made out to:
Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.

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COUNTERPARTS - This Product Proposal may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument. A signed copy of this Product Proposal delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Product Proposal. If this Product Proposal is returned to GSFA with the signature of Customer's authorized representative but without an attestation or co-signers signature, then absent Customer's written notice to the contrary, GSFA shall be entitled to rely on such single signature as sufficient evidence of the signatory's authority to execute the Agreement and bind Customer thereby.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and GSFA have each caused this Product Proposal dated 03/05/2026, GSFA Proposal Number 80305-26C to be executed by their duly authorized representatives effective as of the Executed Date.

ACCEPTED AND AGREED TO BY CUSTOMER

_____

Signature of Authorized Customer Representative

_____

Print Name

_____

Title

_____

Date

ACCEPTED AND AGREED TO BY GSFA

_____

Signature of Authorized GSFA Representative

_____

Print Name

_____

Title

_____

Date

GOLDENSTATEFIRE.COM

2

TERMS AND CONDITIONS

EXHIBIT A

STANDARD TERMS AND CONDITIONS

1. Definitions.

a. "**Agreement**" has the meaning given in the Product Proposal.
b. "**Customer**" means the customer identified in the Product Proposal.
c. "**Dealer Preparation**," if applicable, means additional product(s) and/or services added or provided by GSFA after Manufacturer's completion of the Product and transportation to GSFA's premises prior to delivery to Customer, in accordance with the Dealer Supplied Products/Services List and/or a valid Change Order(s).
d. "**Dealer Supplied Products/Services List**" means the Dealer Supplied Products and/or Services List attached to the Product Proposal as Exhibit D, which reflects all Dealer Preparation under the Agreement absent a valid Change Order(s).
e. "**Grand Total Purchase Price**" means the total purchase price for the Product identified in the Product Proposal (subject to any adjustments required or permitted by these Terms and Conditions, including by the execution of a valid Change Order(s)).
f. "**GSFA**" means Golden State Fire Apparatus, Inc., a California corporation.
g. "**Manufacturer**" means the person or persons, company, firm, corporation, partnership, or other organization identified in the Product Proposal as responsible for manufacturing the Product.
h. "**Party**" or "**Parties**" means GSFA and/or Customer, as applicable.
i. "**Prepayment Discount**" means a discount to the purchase price for the Product granted to Customer in connection with Customer's advance payment of the Grand Total Purchase Price (or portion thereof, as specified in the Product Proposal), if applicable.
j. "**Product**" means the fire apparatus(es) and any associated equipment listed in the Product Proposal and further described in the Specifications.
k. "**Product Proposal**" means the GSFA proposal executed by Customer to which these Terms and Conditions are attached.
l. "**Product Warranties**" means the Manufacturer warranties for the Product attached to the Product Proposal as Exhibit C.
m. "**Specifications**" means the specifications for the Product attached to the Product Proposal as Exhibit B.
n. "**Terms and Conditions**" means these Standard Terms and Conditions, which are attached to the Product Proposal as Exhibit A.

2. Purchase and Payment.

a. Purchase. Customer agrees to purchase the Product at the Grand Total Purchase Price (as such amount may be adjusted in accordance with these Terms and Conditions), pursuant to the payment terms set forth in the Product Proposal. The Grand Total Purchase Price is payable in U.S. dollars.

b. Contingency Reserve Fund. The Grand Total Purchase Price may include an amount to be set aside for the purpose of funding any future costs or financial obligations incurred by Customer under the Product Proposal or any valid Change Order(s) (the "**Contingency Reserve Fund**"). If applicable, the amount of any required Contingency Reserve Fund will be set forth in either the Product Proposal or Exhibit D. The Contingency Reserve Fund may be withdrawn against by Customer or GSFA for the purpose of satisfying Customer's payment obligations under the initial Product Proposal or any valid Change Order(s) (including, without limitation, a Change Order submitted by GSFA pursuant to Section 8.b). If a Contingency Reserve Fund is required under the Agreement, the amount of such fund is not intended as an estimate of the actual additional costs of contingencies, Change Orders, unforeseen items or other required work that may be incurred under the Agreement after submission of the Product Proposal to Customer, which amounts Customer acknowledges may exceed the Contingency Reserve Fund amount. The balance of any Contingency Reserve Fund will be credited against Customer's payment obligations, or otherwise returned to Customer within thirty (30) calendar days of delivery of all Products under the Agreement (provided that Customer has paid all amounts owed under the Agreement as of such date).

c. Prepayment Discount. If GSFA has granted Customer a Prepayment Discount, Customer must provide each associated prepayment (each, a "**Prepayment**") within the time frame specified in the Product Proposal in order to receive such discount. Customer's failure to timely make any Prepayment may result in: (i) GSFA's termination of the Agreement; and/or (ii) Customer's loss of the Prepayment Discount for the portion of the Grand Total Purchase Price represented by such outstanding Prepayment and the application of a late fee as set forth in Section 6, in each case in GSFA's sole discretion.

d. State Sales Tax. Customer shall be responsible for the cost of state sales tax associated with, or attributable to, the Product. The taxes stated in the Product Proposal are subject to adjustment for the applicable state sales tax rate in effect at the time of delivery. Therefore, the sales tax set forth on the Product Proposal is only an estimate of such taxes and will be increased or decreased at the time of delivery if a change in the applicable sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the difference in the applicable sales tax.

3. Product Completion Date. Within thirty (30) calendar days of the date on which the last required signatory executes the Product Proposal (such date, the "**Executed Date**"), GSFA shall submit to Customer a tentative Product completion date based on the then-estimated time to complete the manufacturing of the Product(s) and for the Product(s) to be ready for inspection and final approval by Customer at the manufacturing facility (which may differ from the Product completion estimate contained in the Product Proposal). Due to global supply chain constraints, any Product completion date contained herein, or in the Product Proposal, or otherwise provided to Customer, is a good faith estimate only as of the date provided to Customer, and merely an approximation based on current information available to GSFA and Manufacturer. Customer shall not be entitled to rely on any such estimate, and GSFA shall have no liability to Customer for a failure by GSFA or Manufacturer to meet any such estimate. All Product completion estimates are subject to modification and, if applicable, GSFA will provide updates to such estimates to Customer when available.

4. Stock / Demo Units. Notwithstanding any other provision contained in the Agreement (including Section 12 hereof concerning warranties), any Products constituting stock/demo unit(s) are sold to Customer on an as-is, first-come and first-served basis and GSFA makes no further representation or warranty to any customer with respect to such unit(s). Regardless of the terms of the Product Proposal, GSFA shall only be obligated to sell such stock/demo unit(s) to the first customer to enter into a purchase agreement with GSFA identifying such unit(s), and after the execution by GSFA of such agreement any subsequent purchase agreement (including the Agreement, as applicable) shall have no further force or effect with respect to such unit(s).

5. Multiple Unit Purchase. If the Grand Total Purchase Price includes pricing for multiple Products, the Product price stated in the Product Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Agreement. GSFA shall have no obligation to offer the same price for any Product if purchased by Customer pursuant to a later purchase agreement.

6. Late Fee; Storage Fee. A late fee equal to 0.033% of the outstanding portion of the Grand Total Purchase Price will be charged per calendar day for overdue payments beginning ten (10) calendar days after the payment is due and continuing for the first thirty (30) calendar days thereafter. After such thirty (30) calendar day period, the late fee shall increase to 0.044% per calendar day until payment of the outstanding portion of the Grand Total Purchase Price is received; provided that if Customer is a public agency, the foregoing late fees shall not exceed the statutory limit set forth in Section 926.10 of the California Government Code. If Customer is unable to satisfy the delivery requirements hereunder or is unwilling to take delivery of the Product, then GSFA shall be entitled to a storage charge running from the earlier of: (i) the date of delivery agreed to between GSFA and Customer (provided GSFA is willing and able to deliver the Product on such date), or (ii) twenty-one (21) calendar days after GSFA notifies Customer that the Product is available for delivery. The storage charge is equal to: (i) $175.00 per calendar day per apparatus stored, or (ii) the actual charges incurred by GSFA with a third party for storage of the Product, whichever is greater. Such storage charge shall continue until the actual time of delivery and Customer's possession of the Product, and any such storage by GSFA or such third party shall be at the sole risk of Customer.

7. Delivery; Inspection and Acceptance.

a. Delivery. Subject to Section 5 hereof, the Product is scheduled to be delivered to the location and within the time period specified in the Product Proposal. Such delivery date is an estimate, and GSFA is, notwithstanding this Section 7.a, not bound to such date unless it otherwise agrees in a separate writing to complete delivery by a date certain. For the avoidance of doubt, GSFA is not responsible for delivery delays caused by or because of actions, omissions or conduct of Customer, the Manufacturer, or their respective employees, affiliates, suppliers, contractors, and carriers. Risk of loss for the Product shall pass to Customer at the point and time of delivery (which shall include an attempted delivery by GSFA which cannot be completed due to any act or omission of Customer). However, title to the Product shall only pass to Customer upon delivery if Customer has then fully paid GSFA all amounts due hereunder (including additional amounts due under any valid Change Order). Absent GSFA's separate written agreement, which it may or may not provide in its sole and absolute discretion, delivery of the Product will not occur before Customer has fully paid all amounts due under the Agreement and provided proof of insurance reasonably satisfactory to GSFA. If GSFA permits Customer to take possession of the Product prior to such payment, Customer may not mount equipment, conduct training, or place the Product into service until all amounts due under the Agreement have been paid. If Customer has ordered multiple Products, GSFA reserves the right to deliver such Products in installments and to separately invoice Customer for such Products.

b. Inspection and Acceptance. Upon delivery, Customer shall have ten (10) calendar days within which to inspect the Product for substantial conformance to the Specifications, and in the event of substantial non-conformance to the Specifications to furnish GSFA with written notice sufficient to permit GSFA to evaluate such non-conformance ("**Notice of Nonconformance to Specifications**"). Contingent upon part availability and Customer's cooperation, any Product not in substantial conformance to material Specifications shall be remedied by GSFA (by repair or replacement, at GSFA's election) within thirty (30) calendar days from GSFA's receipt of the Notice of Nonconformance to Specifications. In the event GSFA does not receive a Notice of Nonconformance to Specifications within ten (10) calendar days of delivery, the Product will be deemed to be in conformance with Specifications and accepted by Customer.

8. Changes to Agreement Terms.

a. Change Orders. The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product, or GSFA may submit changes to the Agreement required or permitted to be made by GSFA (pursuant to Section 8.b or otherwise), by delivering a written Change Order to the other party hereto, which shall include a description of the proposed change sufficient to permit the receiving party to evaluate such change (either, a "**Change Order**"). For any Change Order submitted by Customer, GSFA will provide Customer a written response (a "**Response**") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion); and (ii) the terms of the modification to the order, including any increase or decrease in the Grand Total Purchase Price resulting from such Change Order, a date on which any increase in the Grand Total Purchase Price must be paid, and an estimate of any effect on production scheduling or delivery resulting from such Change Order. Customer shall have seven (7) calendar days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer countersigns GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Grand Total Purchase Price by the date specified in the Response. GSFA may also send Customer a Change Order to account for any changes to the Agreement required or permitted to be made by GSFA (including those changes required pursuant to Section 8.b hereof), and such Change Order shall be effective upon delivery to Customer unless Customer elects to terminate the applicable Product order under the Agreement in accordance with Section 9.

b. Additional Changes.

i. Component Price Volatility; Increases Imposed by Manufacturer. GSFA shall not be responsible for (i) any unforeseen price increase or surcharge enacted by suppliers of major components of the Product (including but not limited to commercial chassis, engine, transmission, and fire pump); or (ii) price increases imposed on GSFA by Manufacturer pursuant to Manufacturer's terms and conditions for sale of the Product (a "**Manufacturer**

Price Increase"), after Customer becomes bound by the Agreement. Customer shall be responsible for all amounts arising from any price increases for major components of the Product (including all associated taxes and fees thereon) or any Manufacturer Price Increases occurring after the execution of the Agreement which increase the cost of the Product to GSFA, and such amounts will be documented on a Change Order adjusting the Grand Total Purchase Price accordingly. Customer shall pay any such price increase prior to Product delivery. A Manufacturer Price Increase may include, but shall not be limited to, an increase in Product price resulting from an increase in the Producer Price Index of Components for Manufacturing (see www.bls.gov Series ID: WPUID6112) in excess of a compounded annual growth rate of five percent (5%), as measured between the month Manufacturer accepts the applicable Product order and the month that is fourteen (14) months prior to the then-current estimated Product completion date (the foregoing, a "**PPI-Based Price Increase**"). If, upon Customer's receipt of a Change Order reflecting a PPI-Based Price Increase, Customer elects to terminate the applicable Product order in accordance with Section 8.b.iii rather than pay such increase, then in lieu of the cancellation fees described in Section 9.a hereof GSFA shall be entitled to recover and Customer shall pay GSFA's actual non-reimbursable costs incurred in connection with the Product order through the date of Customer's termination of such Product order.

ii. New Legal Standards. In the event the Product design, materials or specifications require an alteration arising from new regulations issued by any governmental entity or trade association, including, but not limited to, the NFPA, DOT, and EPA, and such alteration increases the cost of the Product to GSFA, Customer shall be responsible for changes to the Grand Total Purchase Price arising from such alteration. GSFA shall promptly notify Customer when it becomes aware of any potential or required change in regulations occurring prior to delivery that would impact the Product purchased.

iii. Change Orders. Customer shall execute any Change Order submitted by GSFA documenting any of the changes required or permitted by Sections 8.b.i and 8.b.ii above (which shall, to the extent practicable, itemize any increases in the Grand Total Purchase Price and specify a commercially reasonable date by which Customer must pay such increase), unless Customer instead elects to terminate the applicable Product order under the Agreement within fifteen (15) calendar days of Customer's receipt of such Change Order and in accordance with Section 9. Absent such a termination, failure or refusal to execute a Change Order does not alter Customer's obligations under this Section 8.b.

c. Changes in Commercial Specifications. Specifications for all components of the Product manufactured by companies other than the Manufacturer are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Product. GSFA shall not be liable for any deviations in such specifications arising from a substitution of components or changes in the design of any component by their original manufacturer.

9. Termination.

a. By Customer. Customer may terminate a Product order identified in the Product Proposal or a Change Order by providing written notice to GSFA in accordance with Section 16 hereof. If Customer elects to terminate a Product order, Customer shall pay GSFA a cancellation fee as follows: (a) after the Product order is accepted and entered by GSFA, 10% of the portion of the Grand Total Purchase Price applicable to such Product (including all associated taxes, fees and costs) (such amount, the "**Product Purchase Price**"); (b) after completion of the pre-construction phase of the order process, 20% of the Product Purchase Price; and (c) after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or Manufacturer but before substantial completion of such Product, 50% of the Product Purchase Price. Customer shall not be permitted to terminate a Product order after substantial completion of manufacturing and assembly of such Product (excluding any Dealer Preparation or other pre-delivery services or untypical Product customization, if applicable). Notwithstanding the foregoing, if the applicable tier of cancellation fee is not sufficient to cover all actual costs and fees incurred by GSFA with Manufacturer in connection with Customer's termination of the Product order ("**Manufacturer Termination Fees**"), then in addition to such cancellation fee Customer shall pay the balance of all Manufacturer Termination Fees. If Customer received a Prepayment Discount, such discount shall not be considered for the purpose of calculating the above cancellation fee. The tier of cancellation fee applicable to any cancellation,

as well as the determination of whether a Product has reached substantial completion, shall be in the sole and absolute discretion of GSFA. Customer may request a fee waiver, and GSFA, in its sole discretion, may agree to waive and/or adjust such fee. GSFA will return the balance of the Grand Total Purchase Price or Product Purchase Price, as applicable, within thirty (30) calendar days of the effective date of the cancellation of the Product order or termination of the Agreement.

Customer may terminate the Agreement for an Event of Default by GSFA after providing GSFA with written notice in accordance with Section 16 (which notice shall describe with reasonably particularity the Event of Default justifying such termination) if such Event of Default remains uncured (if capable of cure) thirty (30) days following GSFA's receipt of such notice; provided, however, that the foregoing cure period shall continue if and for so long as GSFA has commenced and is continuing to undertake commercially reasonable efforts to cure such Event of Default as promptly as reasonably practicable.

b. By GSFA. GSFA may terminate the Agreement for an Event of Default by Customer after providing Customer with written notice in accordance with Section 16 (which notice shall describe with reasonably particularity the Event of Default justifying such termination) if such Event of Default remains uncured (if capable of cure) thirty (30) days following Customer's receipt of such notice; provided, however, that the foregoing cure period shall continue if and for so long as Customer has commenced and is continuing to undertake commercially reasonable efforts to cure such Event of Default as promptly as reasonably practicable. Notwithstanding the foregoing, GSFA may terminate the Agreement effective immediately upon written notice to Customer for Customer's failure to pay any amount owed under the Agreement when due.

Notwithstanding any other provision of this Agreement, if Customer terminates a Product order in accordance with Section 9.a above, GSFA may elect to instead terminate the Agreement upon notice to Customer in accordance with Section 16 hereof. If GSFA terminates the Agreement in accordance with this Section 9.b, Customer shall pay the applicable tier of cancellation fee for all Products pursuant to Section 9.a above as if Customer had elected to terminate each applicable Product order.

c. Based on Discontinuation or Cancellation by Manufacturer. In the event that Manufacturer cancels a Product order (provided that such cancellation is not the result of an act by Customer in violation of the Agreement) or discontinues the manufacture of a Product prior to its completion and delivery: (i) if such Product is the only Product contemplated under the Agreement, then the Agreement shall terminate; or (ii) if additional Products are contemplated under the Agreement, then only the Product order for the applicable cancelled or discontinued Product shall be terminated. Such Agreement termination or Product termination, as applicable, shall be effective upon GSFA's written notice to Customer of such cancellation or discontinuance in accordance with Section 16 hereof. GSFA's only obligation to Customer in such event shall be the return of any Prepayment paid by Customer for the cancelled or discontinued Product. For the avoidance of doubt, the cancellation fees contemplated in Section 9.a hereof shall not apply in the event of a termination pursuant to this Section 9.c.

10. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with GSFA and Manufacturer during the Product manufacturing and Dealer Preparation process. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to any requests from Manufacturer or GSFA and the participation of Customer's authorized representatives in traveling to Manufacturer's facility for inspections and approval of the Product, including a final approval before the Product leaves Manufacturer's facility.

11. Representations and Warranties. Customer hereby represents and warrants to GSFA as of the Executed Date that the execution of the Agreement and the purchase of the Product(s) and performance of the other obligations of Customer under the Agreement have been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances, purchasing policies, and other governing documents, and executed by the appropriate Customer employees, officials, and/or representatives, and funding for Customer's performance of its obligations under the Agreement has been duly budgeted and appropriated by Customer.

12. Standard Warranty. All applicable Manufacturer warranties are contained in the Product Warranties. Any additional warranties must be expressly approved in a writing signed by GSFA, and Customer acknowledges and agrees that Manufacturer will not be liable for any such additional warranties.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT, GSFA, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES, DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT (WHETHER RELATING TO THE CONDITION OR QUALITY OF THE PRODUCT, OR OTHERWISE) PROVIDED HEREUNDER OR OTHERWISE REGARDING THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY APPLICABLE DEALER PREPARATION), WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY GSFA. STATEMENTS MADE BY SALES CONSULTANTS OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall GSFA be liable for special, consequential, incidental, indirect or punitive damages incurred by Customer in connection with any matter arising out of or relating to the Agreement, or the breach thereof, even if GSFA has been advised of the possibility of such damages, and regardless of whether such damages arise out of breach of warranty, the Agreement, indemnity, whether resulting from non-delivery or from GSFA's own negligence, or otherwise, except and solely to the extent such damages arise from the gross negligence or willful misconduct of GSFA.

13. Default. The occurrence of one or more of the following events (each, an "**Event of Default**") shall constitute a default under the Agreement: (a) Customer's failure to pay any amounts due or to perform any of its obligations under the Agreement; (b) GSFA's failure to perform any of its obligations under the Agreement; (c) either Party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either Party under the Agreement which is false in any material respect; (e) any action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity during the term of the Agreement; (f) any other material breach of the terms of the Agreement by a Party; or (g) a default or breach by Customer under any other agreement with GSFA or its affiliates.

14. Indemnification of GSFA. Customer shall indemnify, defend, and hold harmless GSFA, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including attorneys' fees and other legal expenses, of whatever nature ("**Damages**"), to the extent such Damages arise out of or in connection with: (i) Customer's breach of the Agreement, or (ii) Customer's use, storage, or operation of the Product following delivery, regardless of where, how, and by whom operated (excluding any negligent operation by GSFA). The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of the Agreement, whether by expiration of time, by operation of law or otherwise. This provision is not intended to and shall not constitute the exclusive remedy of the Parties under the Agreement; the Parties may seek indemnity from one another under other legal principles, whether based in equity or law, so long as they do not nullify or cancel the effects of this paragraph.

15. Force Majeure. GSFA shall not be responsible nor deemed to be in default of any provision of the Agreement on account of delays in performance due to causes which are beyond GSFA's or Manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes or labor unrest, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of federal, state or local government, failure or delays in transportation, inability to obtain necessary labor, supplies or manufacturing facilities, supply chain issues, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, disease, pandemics or epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their agreements or labor troubles causing cessation, slowdown, or interruption of work.

16. Notice. Any notices, requests, consents, claims, demands, waivers and other communications required or permitted to be given hereunder must be given in writing at the address of each Party set forth below, or to such other address as either Party may substitute by written notice to the other in accordance with this Section 16, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally recognized private express courier. All such communications will be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) on the third (3rd) calendar day after the date mailed, by registered, express or certified mail; or (iii) when delivered by the addressee if sent by a nationally recognized private express courier.

GSFA:	CUSTOMER:
Golden State Fire Apparatus Inc. 7400 Reese Road Sacramento, CA 95828	To the address listed in the Product Proposal

17. Contradictions. In the event of a conflict between the Agreement and any Change Order, or between Change Orders, the terms of the latest executed Change Order shall control.

18. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("**MSO**") for the Product covered by the Agreement, if applicable, shall be retained and remain in the possession of GSFA per California Department of Vehicles (DMV) directives. Notwithstanding the foregoing, GSFA shall provide Customer with the original MSO if the Customer is self-registering, and Customer shall comply with all good-faith Process of Duty and other DMV requirements applicable to the Product and retain its own MSO.

19. Assignment. The relationship of the Parties established under the Agreement is that of independent contractors and neither Party is a partner, employee, agent, or joint venturer of or with the other. Neither Party may assign its rights and obligations under the Agreement unless it has obtained the prior written approval of the other Party.

20. Governing Law; Jurisdiction; Disputes. Without regard to any conflict of laws provisions, the Agreement is to be governed by and under the laws of the state of California. Prior to taking any legal action that may and/or can arise out of the Agreement, the Parties shall first attempt mediation with an agreed upon mediator. If the Parties cannot agree upon a mediator within thirty (30) calendar days of the submission of written notice of a dispute in accordance with Section 16 hereof, if any disputed matter remain unresolved within thirty (30) calendar days of the commencement of discussions, or if any party refuses to meet, then either party may submit any remaining disputes concerning and/or claim regarding the Agreement and/or the terms and conditions herein to the Superior Court, County of Sacramento (and the parties expressly consent to exclusive personal jurisdiction and venue before such court).

21. Entire Agreement; Amendments. The Agreement, including the Product Proposal, its exhibits and all valid Change Orders, is the exclusive agreement between the Parties regarding the subject matter contained herein and therein. No change in, modification of, or revision of the Agreement shall be valid unless in writing and signed by duly authorized representatives of both Parties with authority to sign such amendments to the Agreement.

END OF STANDARD TERMS AND CONDITIONS

GOLDENSTATEFIRE.COM

3 SPECIFICATIONS

EXHIBIT B

Proposal Details Report

1/2/2026

Customer:	Milpitas Fire Dept.	**Bid Number:**	959
Representative	Myers, Rich	**Job Number:**	
Requirements Manager:		**Organization:**	Golden State Fire Apparatus, Inc
Description:	Milpitas Fire Walk-In HDR		
Chassis:	Velocity Chassis (Big Block), 2010		
Body:	HDR, Walk-In, Aluminum		

OptionCode	Type	Option	ProposalText
0766614		Boiler Plates, Heavy Duty Rescue	GSFA is pleased to submit a proposal to the Milpitas Fire Department for a **Pierce® Heavy Duty Rescue** per your request for quotation. The following paragraphs will describe in detail the apparatus, construction methods, and equipment proposed. This proposal will indicate size, type, model and make of components parts and equipment, providing proof of compliance with each and every item (except where noted) in the departments advertised specifications. PIERCE MANUFACTURING was founded in 1913. Since then, we have been building bodies with one philosophy, "BUILD THE FINEST". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 75 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 62,500 apparatus, including more than 33,900 on Pierce custom chassis designed and built specifically for fire and emergency applications. Our Appleton, Wisconsin facility has over 870,000 total square feet of floor space situated on approximately 105 acres of land. Our Bradenton, Florida facility has 300,000 square feet of floor space situated on approximately 38 acres of land. Our beliefs in high ethical standards are carried through in all of our commitments and to everyone with whom we do business. Honesty, Integrity, Accountability and Citizenship are global tenets by which we all live and work. Consequently, we neither engage in, nor have we ever been convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market. Pierce has only one brand of fire apparatus "Pierce", ensuring you are receiving top of the line product that meets your specification. In accordance with the current edition of applicable NFPA standards, this proposal will specify whether the fire department, manufacturer, or apparatus dealership will provide required loose equipment. Images and illustrative material in this proposal are as accurate as known at the time of publication, but are subject to change without notice. Images and illustrative material is for reference only, and may include optional equipment and accessories and may not include all standard equipment. **GENERAL DESIGN AND CONSTRUCTION** To control quality, ensure compatibility, and provide a single source for service and warranty, the custom cab, chassis, pump module and body will be entirely designed, assembled/welded and painted in Pierce owned manufacturing facilities. This includes, but not limited to the cab weldment, the pumphouse module assembly, the chassis assembly, the body and the electrical system. **QUALITY AND WORKMANSHIP** Pierce has set the pace for quality and workmanship in the fire apparatus field. Our tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning and we demonstrate that ongoing commitment by: Ensuring all steel welding follows American Welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding follows American welding Society B2.1-2000 requirements for structural welding of sheet metal. Our flux core arc welding uses alloy rods, type 7000 and is performed to American Welding Society standards A5.20-E70T1. Furthermore, all employees classified as welders are tested and certified to meet the American welding Society codes upon hire and every three (3) years thereafter. Pierce also employs and American Welding Society certified welding inspector in plant during working hours to monitor weld quality. Pierce Manufacturing operates a Quality Management System under the requirements of ISO 9001. These standards sponsored by the International Organization for Standardization (ISO) specify the quality systems that are established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance is included with this proposal. In addition to the Quality Management system, we also employ a Quality Achievement Supplier program to ensure the vendors and suppliers that we utilize meet the high standards we demand. That is just part of our overall "Quality at the Source" program at Pierce. To demonstrate the quality of our products and services, a list of at least twenty five (25) fire departments/municipalities that have purchased vehicles for a second time is provided. **DELIVERY** The apparatus will be delivered under its own power to ensure proper break-in of all components while the apparatus is still under warranty. A qualified delivery representative shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in proper operation, care and maintenance of the equipment delivered. **MANUAL AND SERVICE INFORMATION** At time of delivery, complete operation and maintenance manuals covering the apparatus will be provided. A permanent plate will be mounted in the driver's compartment specifying the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle. **SAFETY VIDEO** At the time of delivery Pierce will also provide one (1) 39-minute, professionally produced apparatus safety video, in DVD format. A link to the video is also available on the Pierce Training website. This video will address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus, including the following: vehicle pre-trip inspection, chassis operation, pump operation, aerial operation, and safety during maintenance. **PERFORMANCE TESTS** A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The

transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise. The apparatus when fully loaded will not have less than 25 percent nor more than 50 percent on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle. The apparatus will meet the current edition of applicable NFPA standards acceleration and braking requirements.

SERVICE AND WARRANTY SUPPORT

Pierce dealership support will be provided by GSEVS by operating a Pierce authorized service center. The service center will have factory-trained mechanics on staff versed in Pierce fire apparatus. The service facility will be located within one hundred (100) miles of the fire department.

In addition to the dealership, Pierce has service facilities located in both, Weyauwega, Wisconsin and Bradenton, Florida. Pierce also maintains a dedicated parts facility of over 100,000 square feet in Appleton, Wisconsin. The parts facility stocks in excess of $5,000,000 in parts dedicated to service and replacement parts. The parts facility employs a staff dedicated solely for the distribution and shipment of service and replacement parts.

Service parts for the apparatus being proposed can be found via Pierceparts.com which, is an interactive online tool that delivers information regarding your specific apparatus as well as the opportunity to register for training classes.

As a Pierce customer you have the ability to view the complete bill of materials for your specific apparatus, including assembly drawings, piece part drawings, and beneficial parts notations. You will also have the ability to search the complete Pierce item master through a parts search function which offers all Pierce SKU's and descriptions offered on all Pierce apparatus. Published component catalogs, which include proprietary systems along with an extensive operator's manual library is available for easy reference.

Pierce Manufacturing maintains a dedicated service and warranty staff of over 35 personnel, dedicated to customer support, which also maintains a 24 hour 7 day a week toll free hot line, four (4) on staff EVTs, and offers hands-on repair and maintenance training classes multiple times a year.

LIABILITY

The successful bidder will defend any and all suits and assume all liability for the use of any patented process including any device or article forming a part of the apparatus or any appliance furnished under the contract.

INSURANCE PROVIDED BY BIDDER

Commercial General Liability Insurance

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Each Occurrence:
$1,000,000
Products/Completed Operations Aggregate:
$1,000,000
Personal and Advertising Injury:
$1,000,000
General Aggregate:
$2,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form and will include Contractual Liability coverage for bodily injury and property damage subject to the terms and conditions of the policy. The policy will include Owner as an additional insured when required by written contract.

Commercial Automobile Liability Insurance

The successful bidder will, during the performance of the contract, keep in force at least the following minimum limits of commercial automobile liability insurance and coverage will be written on a Commercial Automobile liability form:

Each Accident Combined Single Limit:
$1,000,000

Umbrella/Excess Liability Insurance

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Aggregate:
$3,000,000
Each Occurrence:
$3,000,000

The umbrella policy will be written on an occurrence basis and at a minimum provide excess to the bidder's General Liability and Automobile Liability policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described polices be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Bidder agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as certificate holder.

INSURANCE PROVIDED BY MANUFACTURER

Product Liability Insurance

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability insurance:

Each Occurrence:
$1,000,000
Products/Completed Operations Aggregate:
$1,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form. The manufacturer's policy will include the owner as additional insured when required by written contract between the Owner and a Pierce authorized dealer.

Umbrella/Excess Liability Insurance

		The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance: Each Occurrence: $25,000,000 Aggregate: $25,000,000 The umbrella policy will be written on an occurrence basis and provide excess to the manufacturer's General Liability/Products policies. The required limits can be provided by one (1) or more policies provided all other insurance requirements are met. Coverage will be provided by a carrier(s) rated A- or better by A.M. Best. All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described polices be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Manufacturer agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as the certificate holder.
0661794	Single Source Compliance	**SINGLE SOURCE MANUFACTURER** Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team. From our facilities, the chassis, cab weldment, cab, pumphouse (including the sheet metal enclosure, valve controls, piping and operators panel) and body will be entirely designed, tested, and hand assembled to the customer's exact specifications. The electrical system either hardwired or multiplexed, will be both designed and integrated by Pierce Manufacturing. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) will be provided by Pierce as a single source manufacturer. Pierce's single source solution adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance, and a high level of quality.
0584456	Manufacture Location, Appleton, Wisconsin	Your apparatus will be manufactured in Appleton, Wisconsin.
0584452	RFP Location: Appleton, Wisconsin	
0588609	Vehicle Destination, US	
0816491	Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	**NFPA 2024 STANDARDS** This unit will comply with the NFPA standards effective January 1, 2024, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions. Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus. All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points will be identified on the customer approval print and are shown as approximate. Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack. A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating. The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications. An official of the company will designate, in writing, who is qualified to witness and certify test results.
0533352	Special Services (Rescue) Fire Apparatus	
0588614	Vehicle Certification, Rescue	
0681285	Agency, Apparatus Certification, Rescue, U.L.	**NFPA COMPLIANCY** Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA". **GENERATOR TEST** If the unit has a generator, the generator will be tested, approved, and certified by Underwriters Laboratories at the manufacturer's expense. The test results will be provided to the Fire Department at the time of delivery. **BREATHING AIR TEST** If the unit has breathing air, Pierce Manufacturing will draw an air sample from the air system and certify that the air quality meets the requirements of NFPA 1989, *Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection*.

0816495	Certification, Vehicle Inspection Program, NFPA 1900	**VEHICLE INSPECTION PROGRAM CERTIFICATION** To assure the vehicle is built to current NFPA 1900 standards, the apparatus, in its entirety, will be third-party, independent, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition. The certification includes: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus. A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.
0092138	Highly Customized Product (HCP)	**PRODUCT CHANGES AND IMPROVEMENTS** Our components and processes, as described in this proposal document, are as accurate as known at the time of bid submission, but are subject to change for the purpose of product or process improvements, or changes in industry standards providing the change does not affect the meaning or definition of the bid specifications.
0766110	Consortium, Sourcewell	
0535579	Not Required, Unit of Measure, (no pump, no tank)	
0030006	Bid Bond Not Requested	**BID BOND NOT REQUESTED** A bid bond will not be included. If requested, the following will apply: All bidders will provide a bid bond as security for the bid in the form of a 5 percent bid bond to accompany their bid. This bid bond will be issued by a Surety Company who is listed on the U.S. Treasury Departments list of acceptable sureties as published in Department Circular 570. The bid bond will be issued by an authorized representative of the Surety Company and will be accompanied by a certified power of attorney dated on or before the date of bid. The bid bond will include language, which assures that the bidder/principal will give a bond or bonds as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limited Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract. Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle will apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle will not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision will prevail.
0816571	Performance Bond, 100% with 25% Warranty Bond, 1 Yr, and Payment Bond, PPI Terms	**PERFORMANCE BOND, 1 YEAR** The successful bidder will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required. Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Basic One (1) Year Limited Warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed one (1) year from the date of such satisfactory acceptance and delivery, or the actual Basic One (1) Year Limited Warranty period, whichever is shorter. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.
0000007	Approval Drawing	**APPROVAL DRAWING** A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc. A "revised" approval drawing of the apparatus will be prepared and submitted by Pierce to the purchaser showing any changes made to the approval drawing.

0002928	Electrical Diagrams	**ELECTRICAL WIRING DIAGRAMS** Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.
0564202	Velocity Chassis (Big Block), 2010	**VELOCITY CHASSIS** The Pierce Velocity® is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy-duty service, with adequate strength and capacity for the intended load to be sustained and the type of service required. The chassis will be the manufacturer's first line tilt cab.
0531700	Maximum Overall Width	**MAXIMUM OVERALL WIDTH** The maximum overall width of the apparatus will be 125".
0021007	Maximum Overall Height	**MAXIMUM OVERALL HEIGHT** The maximum overall height of the apparatus will be 139".
0000110	Wheelbase	**WHEELBASE** The wheelbase of the vehicle will be 269.50.
0000070	GVW Rating	**GVW RATING** The gross vehicle weight rating will be 76,000.
0000203	Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel	**FRAME** The chassis frame will be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails will have a 13.38" tall web over the front and mid sections of the chassis, with a continuous smooth taper to 10.75" over the rear axle. Each rail will have a section modulus of 25.992 cubic inches and a resisting bending moment (rbm) of 3,119,040 in-lb over the critical regions of the frame assembly, with a section modulus of 18.96 cubic inches with an rbm of 2,275,200 in-lb over the rear axle. The frame rails will be constructed of 120,000 psi yield strength heat-treated 0.38" thick steel with 3.50" wide flanges.
0889469	Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	**FRAME REINFORCEMENT** In addition, a mainframe internal liner will be provided. The liner will be an internal "C" design that steps to an internal "L" design over the rear axle. It will be heat-treated steel measuring 12.50" x 3.00" x 0.25" through the front portion of the liner, stepping to 9.38" x 3.00" x 0.25" through the rear portion of the liner. Each liner will have a section modulus of 13.58 cubic inches, yield strength of 110,000 psi, and rbm of 1,494,042 in-lb. Total rbm at wheelbase center will be 4,391,869 in-lb. The frame liner will be mounted inside of the chassis frame rail and extend the full length of the frame.
0508846	Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, Velocity	**FRONT NON DRIVE AXLE** The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 24,000 lb. Upper and lower control arms will be used on each side of the axle. Upper control arm castings will be made of 100,000-psi yield strength 8630 steel and the lower control arm casting will be made of 55,000-psi yield ductile iron. The center cross members and side plates will be constructed out of 80,000-psi yield strength steel. Each control arm will be mounted to the center section using elastomer bushings. These rubber bushings will rotate on low friction plain bearings and be lubricated for life. Each bushing will also have a flange end to absorb longitudinal impact loads, reducing noise and vibrations. There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension. The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load. Camber at load will be 0 degrees for optimum tire life. The ball joint bearing will be of low friction design and be maintenance free. Toe links that are adjustable for alignment of the wheel to the center of the chassis will be provided. The wheel ends must have little to no bump steer when the chassis encounters a hole or obstacle. The steering linkage will provide proper steering angles for the inside and outside wheel, based on the vehicle wheelbase. The axle will have a turning angle of up to 45 degrees.

0090914	Suspension, Front TAK-4, 24,000 lb, Qtm/AXT/Vel/Enf/SFR	**FRONT SUSPENSION** Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 24,000 lb. The independent suspension system has been designed to provide maximum ride comfort. The design will allow the vehicle to travel at highway speeds over improved road surfaces and at moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment. Each wheel will have a torsion bar type spring. In addition, each front wheel end will also have energy absorbing jounce bumpers to prevent bottoming of the suspension. The suspension design will be such that there is at least 10.00" of total wheel travel and a minimum of 3.75" before suspension bottoms. The torsion bar anchor lock system allows for simple lean adjustments, without the use of shims. One can adjust for a lean within 15 minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side. The independent suspension was put through a durability test that simulated 140,000 miles of inner city driving.
0087572	Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/Enf	**FRONT SHOCK ABSORBERS** KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.
0000322	Oil Seals, Front Axle	**FRONT OIL SEALS** Oil seals with viewing window will be provided on the front axle.
0899289	Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply, Fire Service Load	**FRONT TIRES** Front tires will be Goodyear 425/65R22.50 radials, 20 ply Armor MAX, rated for 24,400 lb maximum axle load and 68 mph maximum speed.
0660547	Wheels, Front, Accuride, 22.50" x 12.25", Aluminum, Hub Pilot	The tires will be mounted on Accuride® 22.50" x 12.25" polished aluminum disc type wheels with a ten (10) stud, 11.25" bolt circle.
0785189	Axle, Rear, Oshkosh TAK-4 T3, 44,000 lb, Rear Steer, 2 Axle,AXT/Enf/Imp/Vel, HDR	**REAR AXLE** The rear axle will be a tandem axle assembly, of the independent suspension design, with the ability to support a mechanical rear axle steering system. Tandem rear axles will have a ground rating of 44,000 lb. The rear axles will be designed for specific use of the independent suspension. The rear independent suspension driving axles will be equipped with a carrier reduction of 1.69 to 1.00 with a planetary wheel end reduction of 3.55 to 1.00. Driving torque will be transmitted from the center differential to the planetary wheel drive by means of a half shaft. Oil fills and level checks will be required at the center differential and the planet wheel end locations. An inter-axle differential, which divides torque evenly between axles, will be provided with an indicator light mounted on the cab instrument panel. **REAR AXLE STEERING** The tandem rear axle assembly will include a mechanical rear steering system. The mechanical rear steering system will be applied to both rear axles. The steering geometry will be designed to minimize tire scrub of the rear tandem axle tires while reducing the overall turning diameter of the apparatus. The mechanical rear steering system will not use electronic controls and will not have a means to be disengaged. Coordinated steering is the only steering mode supported by the mechanical steering system. Rear steering system is actuated by a mechanical means of connecting the front master/slave steering gear system to a rear axle master/slave steering gear system.
0544244	Top Speed of Vehicle, 60 MPH/96 KPH	**TOP SPEED OF VEHICLE** A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 60 mph/96KPH.
0826192	Suspen, Rear, Oshkosh TAK-4, Independent, 44,000 lb, HDR	**REAR SUSPENSION** The rear suspension will be an Oshkosh TAK-4® independent type with a minimum ground rating of 44,000 lbs. The independent suspension will be configured with upper and lower control arms with a spring seat for a coil spring mounted to the lower control arm. The spring tower will be integrated into the suspension frame mount. Each control arm has elastomeric bushings at the inner pivot locations with a ball joint bearing at the outer pivot location. All suspension pivot joints will be of a maintenance free design. The rear independent suspension will be provided with steering toe links providing tow adjustments and maintaining wheel control throughout the range of wheel travel. The independent suspension will be designed to provide maximum ride quality when traveling at highway speeds over improved roads or a moderate speeds over secondary road surfaces with minimal transfer of shock and vibration to the apparatus. Each independent suspension will utilize a coil type of spring. The design will allow for removal of the spring without the use of any spring compression. The rear suspension will provide a minimum wheel travel of 10.00", 6.00" jounce and 4.00" of rebound.

0000485	Oil Seals, Rear Axle	**REAR OIL SEALS** Oil seals will be provided on the rear axle(s).
0617389	Driver Controlled Differential Lock, Forward Axle, Osh TAK-4 Rear Steer, Tandem	**DRIVER CONTROL DIFFERENTIAL LOCK (DCDL)** The forward axle of the rear tandem axles will be equipped with driver controlled differential lock (DCDL). The control will be located within easy reach of the driver.
0802654	Tires, Rear, Goodyear, Armor Max MSA, 445/65R22.5, 20 ply, (AWS/IRS), Tandem	**REAR TIRES** Rear tires will be four (4) Goodyear radials 445/65R22.50, 20 ply all-position Armor Max MSA tread, rated for 49,200 lb maximum axle load and 68 mph maximum speed.
0832511	Wheels, Rear, Alcoa, 22.50" x 13.00", Aluminum, Hub Pilot, Tandem, AWS/IRS	The tires will be mounted on 22.50" x 13.00" aluminum type wheels with a ten (10) stud,11.25" bolt circle.
0568081	Tire Balancing, Counteract Beads	**TIRE BALANCE** All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.
0819008	No Tire Pressure Indicator, Fire Department Omits, Non-NFPA 2024 Compliant	**TIRE PRESSURE INDICATOR** NFPA 1900, 2024 edition, section 7.14.6 requires each tire be equipped with a visual indicator or monitoring system that indicates tire pressure. Per Fire Department specification, a tire pressure indicator is not on the apparatus as manufactured. This apparatus will be non-compliant to NFPA 1900 standards effective at time of contract execution.
0801909	Lug Nut, Covers, Chrome	**CHROME LUG NUT COVERS** Chrome lug nut covers will be supplied on front and rear wheels.
0003245	Axle Hub Covers w/center hole, S/S, Front Axle	**FRONT HUB COVERS** Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.
0002045	Mud Flap, Front and Rear, Pierce Logo	**MUD FLAPS** Mud flaps with a Pierce logo will be installed behind the front and rear wheels.
0544802	Chocks, Wheel, SAC-44-E, Folding, (Up to 44" Diameter Tires)	**WHEEL CHOCKS** There will be one (1) pair of folding Ziamatic, Model SAC-44-E, aluminum alloy, Quick-Choc wheel blocks, with easy-grip handle provided.
0544806	Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	**Wheel Chock Brackets** There will be one (1) pair of Zico, Model SQCH-44-H, horizontal mounting wheel chock brackets provided for the Ziamatic, Model SAC-44-E, folding wheel chocks. The brackets will be made of aluminum and consist of a quick release spring loaded rod to hold the wheel chocks in place. The brackets will be mounted forward of the left side rear tire and rearward of the left side front tire.
0821337	ABS Wabco Brake System, Tandem Rear Axle, Tak-4, NFPA 1900/ULC	**ANTI-LOCK BRAKE SYSTEM** The vehicle will be equipped with a Wabco 4S4M, anti-lock braking system. The ABS will provide a four (4) channel anti-lock braking control on both the front and rear wheels (rear axle of tandems). A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel sensor will be monitored by the system. When any particular wheel begins to lockup, a signal will be sent to the control unit. This control unit then will reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.
0030185	Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	**BRAKES** The service brake system will be full air type. The front brakes will be Knorr/Bendix disc type with a 17.00" ventilated rotor for improved stopping distance. The brake system will be certified, third party inspected, for improved stopping distance.
0831932	Brakes, Knorr, 17", Disc, Rear TAK-4 T3/IRS	The rear brakes will be Knorr®, disc type with a 17.00" ventilated rotor for improved stopping distance.

0020784	Air Compressor, Brake, Cummins/Wabco 18.7 CFM	**BRAKE SYSTEM AIR COMPRESSOR** The air compressor will be a Cummins/WABCO with 18.7 cubic feet per minute output.
0000789	Brake Reservoirs, Five	**BRAKE SYSTEM** The brake system will include: Bendix dual brake treadle valve Heated automatic moisture ejector on air dryer Total air system capacity of 6,653 cubic inches Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi Spring set parking brake system Parking brake operated by a push-pull style control valve A parking "brake on" indicator light on instrument panel Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, will be provided with an automatic spring brake application at 40 psi A pressure protection valve will be provided to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa). Quarter turn drain valves on each air tank The air tank will be primed and painted to meet a minimum 750 hour salt spray test. The air tanks will be painted same as frame color. To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.
0568012	Air Dryer, Wabco System Saver 1200, Heater, 2010	**BRAKE SYSTEM AIR DRYER** The air dryer will be WABCO System Saver 1200 with spin-on coalescing filter cartridge and 100 watt heater.
0000790	Brake Lines, Nylon	**BRAKE LINES** Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.
0544415	Inlet/Outlet, Air, w/Disconnect Fitting, Location	**AIR INLET/OUTLET** One (1) air inlet/outlet will be installed with the female coupling located LOCATION TBD AT PRECON. This system will tie into the "wet" tank of the brake system and include a check valve in the inlet line and an 85 psi pressure protection valve in the outlet line. The air outlet will be controlled by a needle valve. A mating male fitting will be provided with the loose equipment. The air inlet will allow a shoreline air hose to be connected to the vehicle. This will allow station air to be supplied to the brake system of the vehicle to insure constant air pressure.
0643363	Outlet, Air, with Shut Off Valve, Location	**AIR OUTLET** One (1) air outlet will be installed with a female coupling located TBD NEAR THE REAR ENTRANCE. This system will tie into the "wet" tank of the brake system, include an 85 psi pressure protection valve in the outlet line to prevent the brake system from losing all air, and include a quarter turn shut off valve mounted at the tank. The valve and hoses will be mounted to the tank as high as possible to ensure maximum clearance and protect the lines from being damaged by brush and rocks during off-road operations.
0586772	Box, Recessed, Alum Treadplate, for Air Fitting	**RECESSED BOX FOR AIR FITTING** One (1) air inlet will have an aluminum treadplate recessed box provided NEAR REAR ENTRANCE. The box(es) will allow the air fitting to be recessed inside the stepwell to prevent damage.

0808504	Engine, Cummins X15, 605 hp, 1850 lb-ft, W/OBD, EPA 2027, Velocity	**ENGINE** The chassis will be powered by an electronically controlled engine as described below: Make: Cummins® Model: X15 Power: 605 hp at 1800 rpm Torque: 1850 lb-ft at 1000 rpm Governed Speed: 2100 rpm Emissions Level: EPA 2027 Fuel: Diesel Cylinders: Six (6) Displacement: 912 cubic inches (14.9L) Starter: Delco 39MT+™ Fuel Filters: Frame mounted spin-on style filter from Cummins®. The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected. The engine will be filled with FA-4 10W30 oil as required by Cummins.
0811409	Not Required, Engine Contingency Adjustment	
0730808	Filters, Remote Mounted, Oil, Fuel, X15, VEL/AXT/Enf	**REMOTE MOUNTED ENGINE FILTERS** The engine fuel and oil filters will be remote mounted for ease of maintenance.
0001244	High Idle w/Electronic Engine, Custom	**HIGH IDLE** A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation. The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."
0687994	Engine Brake, Jacobs Compression Brake, Cummins Engine	**ENGINE BRAKE** A Jacobs® engine brake is to be installed with the controls located on the instrument panel within easy reach of the driver. The driver will be able to turn the engine brake system on/off and have a high, medium and low setting. The engine brake will activate when the system is on and the throttle is released. The high setting of the brake application will activate and work simultaneously with the variable geometry turbo (VGT) provided on the engine. The engine brake will be installed in such a manner that when the engine brake is slowing the vehicle the brake lights are activated. The ABS system will automatically disengage the auxiliary braking device, when required.
0552334	Clutch, Fan, Air Actuated, Horton Drive Master	**CLUTCH FAN** A Horton® fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and fully engaged in "Pump" position.
0123135	Air Intake, w/Ember separator, Imp/Vel	**ENGINE AIR INTAKE** An air intake with an ember separator (to prevent road dirt, burning embers, and recirculating hot air from entering the engine) will be mounted at the front of the apparatus, on the passenger side of the engine. The ember separator will be mounted in the air intake with flame retardant, roto-molded polyethylene housing. It will be easily accessible by the hinged access panel at the front of the vehicle.

0814375	Exhaust System, Horizontal, Right Side	**EXHAUST SYSTEM** The exhaust system will be stainless steel from the turbo to the engine's aftertreatment device. The exhaust system will include an aftertreatment device to meet current EPA standards. An insulation wrap will be provided on all exhaust pipe between the turbo and the aftertreatment device to minimize the transfer of heat to the cab. The exhaust will terminate horizontally ahead of the right side rear wheels and will be flush with the body rub rail. The exhaust pipes will be aluminized steel. There will be an aluminized steel exhaust diffuser reduced to 5.00" in the center to accommodate the fire department's air recovery system with a standard straight tip on the end provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.
0787999	Radiator, Impel/Velocity	**RADIATOR** The radiator and the complete cooling system will meet or exceed the current edition of applicable NFPA and engine manufacturer cooling system standards. For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The core will be made of aluminum fins, having a serpentine design, brazed to aluminum tubes. The tubes will be brazed to aluminum headers. The radiator core will have a minimum frontal area of 1434 square inches. Supply tank made of glass-reinforced nylon and a return tank of cast aluminum alloy will be crimped on to the core assembly using header tabs and a compression gasket to complete the radiator core assembly. The radiator will be compatible with commercial antifreeze solutions. There will be a full steel frame around the entire radiator core assembly. The radiator core assembly will be isolated within the steel frame by rubber inserts to enhance cooling system durability and reliability. The radiator will be mounted in such a manner as to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven ground. The radiator assembly will be isolated from the chassis frame rails with rubber isolators. The radiator assembly will include an integral de-aeration tank permanently mounted to the top of the radiator framework, with a readily accessible remote-mounted overflow tank. For visual coolant level inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap. A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system. A heavy-duty fan will draw in fresh, cool air through the radiator. Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.
0511425	Cooling Hoses, Rubber	**COOLANT LINES** Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by the chassis manufacturer. Hose clamps will be stainless steel "constant torque type" to prevent coolant leakage. They will react to temperature changes in the cooling system and expand or contract accordingly while maintaining a constant clamping pressure on the hose.
0051125	Fuel Tank, 75 Gallon, Left Side Fill, Qtm/AXT/Vel/Imp/SFR/Enf	**FUEL TANK** A 75 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps. A 0.75" drain plug will be located in a low point of the tank for drainage. A fill inlet will be located on the left hand side of the body and is covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only." The fuel door will be painted job color. A 0.50" diameter vent will be installed from tank top to just below fuel fill inlet. The fuel tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.
0001129	Lines, Fuel	All fuel lines will be provided as recommended by the engine manufacturer.
0595087	DEF Tank, 4.5 Gallon, LS Fill, Forward of Rear Axle	**DIESEL EXHAUST FLUID TANK** A 4.5 gallon diesel exhaust fluid (DEF) tank will be provided and mounted in the left side body forward of the rear axle. A 0.50" drain plug will be provided in a low point of the tank for drainage. A fill inlet will be located on the left side of the body and be covered with a hinged, spring loaded, polished stainless steel door that is marked "Diesel Exhaust Fluid Only". The tank will meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing. The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.
0723716	Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	**FUEL PRIMING PUMP** A Cummins automatic electronic fuel priming pump will be integrated as part of the engine.
0582243	Shutoff Valves, Fuel Line @ Primary Filter, Cummins	**FUEL SHUTOFF** A fuel line shutoff valve will be installed on both the inlet and outlet of the primary fuel filter.

0553019	Cooler, Engine Fuel, Imp/Vel, SFR/Enf	**FUEL COOLER** An air to fuel cooler will be installed in the engine fuel return line.
0578959	Fuel/Water Separator, Racor Inline	**FUEL SEPARATOR** The engine will be equipped with a Racor in-line spin-on fuel and water separator in addition to the engine fuel filters.
0887546	Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	**TRANSMISSION** An Allison 6th generation, Model EVS 4000P, electronic, torque converting, automatic transmission will be provided. The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due. Two (2) PTO openings will be located on left side and top of converter housing (positions 8 o'clock and 1 o'clock). A transmission temperature gauge with an amber light and buzzer will be installed on the cab instrument panel.
0625331	Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	**TRANSMISSION SHIFTER** A six (6)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation. The transmission ratio will be: 1st 3.51 to 1.00 2nd 1.91 to 1.00 3rd 1.43 to 1.00 4th 1.00 to 1.00 5th 0.75 to 1.00 6th 0.64 to 1.00 R 4.80 to 1.00
0684459	Transmission Oil Cooler, Modine, External	**TRANSMISSION COOLER** A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.
0001375	Driveline, Spicer 1810	**DRIVELINE** Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1810 universal joints. The shafts will be dynamically balanced before installation. A splined slip joint will be provided in each driveshaft where the driveline design requires it. The slip joint will be coated with Glidecoat® or equivalent.
0669988	Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	**STEERING** Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and an Eaton, Model VN20, hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings. A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.
0001544	Not Required, Steering Assist Cylinder on Front Axle	
0509230	Steering Wheel, 4 Spoke without Controls	**STEERING WHEEL** The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a 4-spoke design.
0690274	Logo/Emblem, on Dash	**LOGO AND CUSTOMER DESIGNATION ON DASH** The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row. The first row of text will be: MILPITAS The second row of text will be: FIRE The third row of text will be: DEPARTMENT

0629270	Winch, Warn, Zeon 10-S Kit, 10,000 lb. Portable, Wireless, Syn,Polished Fairlead	**WINCH** A Warn, Model ZEON 10-S multi-mount, 10,000 lb portable 12V electric winch will be provided. The winch will mount to the vehicle receiver hitch and be held in place with a locking hardened pin. A heavy gauge wire and electrical plug will be provided for quick connection to the vehicle electrical system. The winch will be provided with 100.0' of .375" synthetic rope cable with a replaceable clevis hook. A Warn wireless control will be provided. A label will be placed on or near the receiver that states the maximum winch load rating and the maximum rope load rating that the receiver can support.
0667108	Winch, Warn, 15000 lb. Fixed, Front, Synthetic Rope, Polished Fairlead	**FRONT WINCH** A Warn Series 15, 15,000 lb electric winch will nest below the top aluminum treadplate surface of the front bumper. A cover will be provided for maintenance and access to the winch Direction control lever and remote control plug will be provided. The cover will be provided with a pneumatic stay arm on each side hold open device. Winch will be mounted on a surface that will not flex when the winch is in use, since it could bind working parts of the winch. Winch will be braced by a three (3) point mount, as recommended by the winch manufacturer. Winch will have 70 feet of .50" synthetic rope with hook, pre spooled on drum. Winch will have planetary gearing. Electric motor will have a thermal overload protection switch. Wire cables to battery will be two (2) gauge or larger. Speed and amperage draw of winch will be variable depending on winch load. Winch will have a minimum of a 30 foot remote control cable. A polished fairlead for use with synthetic rope will be supplied of sufficient strength to accommodate the winch capacity. A label will be placed on or near the mount that states the maximum winch load rating and the maximum rope load rating that the mount can support.
0536235	Bumper, 19" Extended, Steel Painted, Imp/Vel	**BUMPER** A one (1) piece bumper manufactured from 0.25" formed steel with a 0.38" bend radius will be provided. The bumper will be a minimum of 10.00" high with a 1.50" top and bottom flange, and will extend 19.00 " from the face of the cab. The bumper will be 102.00" wide with 45 degree corners and side plates. To provide adequate support strength, the bumper will be mounted directly to the front of the C channel frame. The frame will be a bolted modular extension frame constructed of 50,000 psi tensile steel. The bumper will be metal finished and painted to match the lower job color of the apparatus. **Gravel Pan** A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and the cab face. The pan will be properly supported from the underside to prevent flexing and vibration.
0630210	No Selection Required, Cover Selected in Bumper Accessories	
0658303	Box, Tool w/cover, Left	**LEFT SIDE TOOL BOX** The front bumper extension will have an aluminum tool box installed on the left side. The box will be raised 1.50" above the gravel pan. **Tool Box Cover** A bright aluminum treadplate cover will be provided. The cover will be attached with a stainless steel hinge. A single D-ring latch will secure the cover in the closed position and a pneumatic stay arm will hold the cover in the open position.
0625557	Hose Restraint, Not Required, Cover Included with Other Option	
0638048	Box, Tool w/cover, Right	**RIGHT SIDE TOOL BOX** The front bumper extension will have an aluminum tool/chain box installed on the right side. The box will be raised 1.50" above the gravel pan. **Tool Box Cover** A bright aluminum treadplate cover will be provided. The cover will be attached with a stainless steel hinge. A single D-ring latch will secure the cover in the closed position and a pneumatic stay arm will hold the cover in the open position.
0625556	Hose Restraint, Not Required, Cover Included with Other Option	
0510226	Lift & Tow Package, Imp/Vel, AXT	**LIFT AND TOW MOUNTS** Mounted to the frame extension will be lift and tow mounts. The lift and tow mounts will be designed and positioned to adapt to certain tow truck lift systems. The lift and tow mounts with eyes will be painted the same color as the frame.

0072306		Tow Eyes, Chrome, Extended Out Front of Bumper	**TOW EYES** Two (2) chrome tow eyes will be mounted through the front face of the bumper. The inner and outer edges of the tow eyes will have a .25" radius. Tow eyes will be mounted directly to the bumper frame. Cutouts will be provided in the front face of stainless steel bumper to allow tow eyes to extend out the front. The tow eyes will be designed and positioned to allow up to a 9,000 lb straight horizontal pull in line with the centerline of the vehicle. The tow eyes will not be used for lifting of the apparatus.
0652415		Bumper, Drop Down Hinged Section, Two (2) Paddle Latches	**HINGED BUMPER** The center in front of the winch section(s) of the bumper will be hinged at the bottom. Hinged section(s) will be secured with two (2) stainless steel paddle latches.
0698960		Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	**FRONT BUMPER UL-LX COATING** Protective black UL-LX® coating will be provided on the outside exterior of the top front bumper flange. It will not be sprayed on the underside of the flange. The lining will be properly installed by an authorized UL-LX dealer.
0769624	SP	Cab, Velocity FR, Two Door, No Crew Cab	**CAB** The cab will be designed specifically for the fire service and will be manufactured by the chassis builder. The cab will be constructed of 5052-H32 aluminum skins on extruded aluminum framing. For increased structural integrity and occupant protection, the cab structure will include, directly forward of the driver and passenger areas, a 0.25" firewall plate and 0.50" lateral support plate that will tie the forward corner posts to the engine tunnel. The cab roof will include a heavy one (1)-piece aluminum extrusion with wall thickness up to 0.12", and will extend from side to side, and attach to the upper forward corner posts by customized aluminum castings. To provide quality at the source and single source customer support, the cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises. The cab will be able to tilt. The centerline of front axle to the rear of the cab will be 14.50" long. The overall height (from the cab roof to the ground) will be approximately 102.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight ratings, the smallest diameter tires for the suspension, no water weight, no loose equipment weight and no personnel weight. Larger tires, wheels and suspension will increase the overall height listed. The cab will have an interior width of not less than 93.50". The driver and passenger seating positions will have a minimum 24.00" clear width at knee level. To reduce injuries to occupants in the seated positions, proper head clearance will be provided. The floor-to-ceiling height inside the cab will be no less than 60.25". **FENDER LINERS** Full circular, aluminum inner fender liners in the wheel wells will be provided. **PANORAMIC WINDSHIELD** A one (1)-piece, safety glass windshield with more than 2,802 square inches of clear viewing area will be provided. The windshield will be full width, and provide the occupants with a panoramic view. The windshield will consist of three (3) layers: the outer light, the middle safety laminate, and the inner light. The 0.114" thick outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance. **WINDSHIELD WIPERS** Three (3) electric windshield wipers with a washer, in conformance with FMVSS and SAE requirements, will be provided. The wiper blades will be 21.65" long, and together will clear a minimum of 1,783 square inches of the windshield for maximum visibility in inclement weather. The windshield washer fluid reservoir will be located at the front of the vehicle and be accessible through the access hood for simple maintenance. **FAST SERVICE ACCESS FRONT TILT HOOD** A full width access hood will be provided for convenient access to engine coolant, steering fluid, wiper fluid, cab lift controls, headlight power modules and ember separator. The hood will also provide complete access to the windshield wiper motor and components. The hood will be contoured to provide a sleek automotive appearance. The hood will be constructed of two (2) fiberglass panels bonded together, and will include reinforcing ribs for structural integrity. The hood will include air cylinders to hold the hood in open and closed positions, and a heavy duty latch system that will meet FMVSS 113 (Hood Latch System). The spring loaded hood latch will be located at the center of the hood, with a double action release lever located behind the Pierce logo. The two (2)-step release requires the lever first be pulled to the driver side until the hood releases from the first latch (primary latch), and then to the passenger side to fully release the hood (secondary latch).
0894910		Engine Tunnel, Foil Insulation w/Mech Fasteners, Imp/Vel FR, w/T3 Rear Axle	**ENGINE TUNNEL** To provide structural strength, the engine tunnel sidewalls will be constructed of 0.50" aluminum plate that is welded to both the 0.25" firewall and 0.38" heavy wall extrusion under the crew cab floor. To maximize occupant space, the top edges will be tapered. The engine hood will be insulated for protection from heat and sound. Perforated foil faced insulation will be over a 1.00" thick closed cell foam affixed with pressure sensitive adhesive and further secured with mechanical fasteners. Thermal rating for this insulation will be -40 degrees Fahrenheit to 300 degrees Fahrenheit. The noise insulation keeps the dBA level within the limits stated in the current edition of applicable NFPA standards.

0887600	Cab Insulation, Impel/Velocity FR	**INTERIOR CAB INSULATION** The cab will include 1.50" insulation in the ceiling, 3.00" insulation in the side walls, and 2.00" insulation in the rear wall to maximize acoustic absorption and thermal insulation.
0677478	Rear Wall, Exterior, Cab, Aluminum Treadplate	**CAB REAR WALL EXTERIOR COVERING** The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.
0122466	Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	**CAB LIFT** A hydraulic cab lift system will be provided, consisting of an electric-powered hydraulic pump, fluid reservoir, dual lift cylinders, remote cab lift controls and all necessary hoses and valves. The hydraulic pump will have a backup manual override, for use in the event of an electrical failure. The cab lift controls will be located at the driver side front of the cab, easily accessible under the full width front access hood. The controls will include a permanently mounted raise/lower switch. For enhanced visibility during cab tilt operations, a remote control tether with on/off switch will be supplied on a coiled cord that will extend from 2.00' (coiled) to 6.00' (extended). The cab will be capable of tilting 42 degrees and 80 degrees with crane assist to accommodate engine maintenance and removal. The cab pivots will be located 46.00" apart to provide stability while tilting the cab. The rear of the cab will be locked down by a two (2)-point, automatic, hydraulic, double hook mechanism that fully engages after the cab has been lowered (self-locking). The dual 2.25" diameter hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the cab is in the tilt position. For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the driver side between the chassis and cab frame when cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered. **Cab Lift Interlock** The cab lift safety system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.
0123176	Grille, Bright Finished, Front of Cab, Velocity	**GRILLE** A bright finished aluminum mesh grille screen, inserted behind a formed bright finished grille surround, will be provided on the front center of the cab, and will serve as an air intake to the radiator.
0043816	Scuffplates, S/S At Cab Door Jambs, 2-Door Cab	**DOOR JAM SCUFFPLATES** All cab door jambs will be furnished with a polished stainless steel scuffplate, mounted on the striker side of the jam.
0527032	Trim, S/S Band, Across Cab Face, Rect Lights, Velocity	**FRONT CAB TRIM** A band of 22 gauge polished stainless steel trim will be installed across the front of the cab, from door hinge to door hinge. The trim band will be centered on the head lights and applied with two (2)-sided tape. A 0.625" self adhesive trim strip will be applied around the perimeter of the trim band. There will be no covers provided over the painted cab corner where the cab turn signals are located.
0015440	No Chrome Molding, On side of cab	
0032189	Mirrors, Ramco, 8000PCHR, Heated/Remote, w/Heated/Remote Convex, Door Mount	**MIRRORS** One (1) Ramco, Model 8000-PCHR, polished aluminum mirror will be mounted on each of the cab doors. The mirrors will be 9.25" wide x 13.50" high with a convex section.**The mirror head will have a highly polished aluminum finish.** **The flat glass in each mirror will be heated and adjustable, with remote controls that are convenient to the driver.** **The convex section in each mirror will be heated and adjustable, with remote controls that are convenient to the driver.**

0769620	Door, Half-Height, Velocity FR 2-Door Cab, Level Roof	**DOORS** The cab doors will be the half-height style door. To enhance entry and egress to the cab, the cab doors will be a minimum of 43.59 " wide x 64.71" high. The cab doors will be constructed of extruded aluminum with a nominal material thickness of .125". The exterior door skins will be constructed from .090" aluminum. The cab door windows will include a 7.50" high x 10.00" wide drop area at the front to enhance visibility. A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The finish of the door handle will be chrome/black. The exterior handle will be designed specifically for the fire service to prevent accidental activation, and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands. Each door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands. The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The keys will be Model 751. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed. A full length, heavy duty, stainless steel, piano-type hinge with a .38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit. The cab steps at each door location will be located below the cab doors and will be exposed to the exterior of the cab.
0655513	Door Panel, Brushed Stainless Steel, Velocity 2-Door Cab	**Door Panels** The inner cab door panels will be constructed out of brushed stainless steel. The cab door panels will be removable.
0648267	Face Plate/s, Blank, Lower Instrument Panel, Imp/Vel	**BLANK FACE PLATE** Blank face plate/s will be provided, in place of standard storage pockets, in all available locations on the lower instrument panel console.
0667902	Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	**ELECTRIC WINDOW CONTROLS** Each cab entry door will be equipped with an electrically operated tempered glass window. A window control panel will be located on the door panel within easy reach of the respective occupant. Each switch will allow intermittent or auto down operation for ease of use. Auto down operation will be actuated by holding the window down switch for approximately 1 second. The driver control panel will contain a control switch for each cab door's window. All other door control panels will contain a single switch to operate the window within that door. The window switches will be connected directly to the battery power. This allows the windows to be raised and lowered when the battery switch is in the off position.
0555494	Steps, 2-Door Cab, Imp/Vel	**CAB STEPS** The cab access steps will be a full size two (2)-step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The cab steps will be a minimum 31.00" wide with an 8.00" minimum depth. The inside cab steps will not exceed 18.00" in height and be limited to two (2) steps.
0770060	Handrail, Exterior, Knurled, Alum, 2-Door Cab	**CAB EXTERIOR HANDRAILS** A 1.25" diameter slip-resistant, knurled aluminum handrail will be provided adjacent to each cab door opening to assist during cab ingress and egress.
0890456	Lights, Cab Access Steps, P25, LED w/Bezel, 1Lt/Step, 2 Door Cab	**STEP LIGHTS** There will be two (2) white P25 LED step lights with chrome housing provided. The lights will be installed at each cab door, one (1) per step, in the driver side front doorstep and passenger side front doorstep. In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light. The lights will be activated when the adjacent door is opened.
0002140	Fenders, S/S on Cab	**FENDER CROWNS** Stainless steel fender crowns will be installed at the cab wheel openings.
0592071	No Windows, Side of Crew Cab, Vel/Imp	
0568605	Not Required, Interior Trim, No Cab Side Windows	

0509286		Not Required, Windows Rear of Crew Cab, Imp/Vel	
0558334		Not Required, Trim, Cab Rear Windows, No Rear Windows	
0123686		Drip Rail, Cab Roof, Impel/Velocity/Velocity SLT	**CAB ROOF DRIP RAIL** For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be constructed of bright polished extruded aluminum, and be bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.
0199285		Visor, Exterior, Vel/Imp	**EXTERIOR VISOR** The exterior sun visor will be a painted composite to match the job color. The five (5) forward facing marker lights will be mounted to the visor.
0838967	SP	Enclosure Around Light Tower on Cab Roof, Sp Size, Painted	**ENCLOSURE AROUND LIGHT TOWER** An enclosure will be installed on three (3) sides of the light tower on the cab roof. The back side will be open to prevent water and debris from collecting in the light tower area. The enclosure will be constructed out of aluminum and painted to match the cab roof. The sides of the enclosure will be even with the top of the light tower in the stored position. The enclosure will be sized to fit with minimal clearance around the light tower.
0635628		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Lip, Vel/Imp	**MOUNTING PLATE ON ENGINE TUNNEL** Equipment installation provisions will be installed on the engine tunnel. A 0.25" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will be located to the left of the officer and on the rear of the tunnel. It will follow the contour of the engine tunnel and will run the entire length of the engine tunnel. The plate will be spaced off the engine tunnel 1.00" to allow for wire routing below the plate. There will be a 2.00" lip around the entire edge of the plate. The mounting surface will be painted to match the cab interior.
0658325		Mounting Provisions, Computer, Tray, S/S, Straps, Slides, No Sides,Non-Lckng Out	**COMPUTER MOUNTING** There will be one (1) computer installation provision(s) installed officer side in front of the officer seat. The tray will be constructed of stainless steel. The tray will be supplied with two (2) straps over the top connected to footman loops. These straps will secure the computer in place during travel. The slides are non-locking in the extended position and will be mounted horizontally.
0748671		Cab Interior, Vinyl, Velocity FR, CARE	**CAB INTERIOR** With safety as the primary objective, the wrap-around style cab instrument panel will be designed with unobstructed visibility to instrumentation. The dash layout will provide the driver with a quick reference to gauges that allows more time to focus on the road. The center console will be a high impact ABS polymer and will be easily removable. The passenger side dashboard will be constructed of painted aluminum for durability and low maintenance. For enhanced versatility, the passenger side dash will include a flat working surface. To provide optional (service friendly) control panels, switches and storage modules, a painted aluminum overhead console will also be provided. To complete the cab front interior design, painted aluminum modesty panels will be provided under the dash on both sides of the cab. The driver side modesty panel will provide mounting for the battery switch and diagnostic connectors, while the passenger side modesty panel provides a glove box, and ground access to the main electrical distribution panel via quick quarter turn fasteners. To provide a deluxe automotive interior, the engine tunnel, side walls and rear wall will be covered by a leather grain vinyl that is resistant to oil, grease, and mildew. The headliner will be installed in both forward and rear cab sections. The headliner panel will be a composition of an aluminum panel covered with a sound barrier and upholstery. The cab structure will include designated raceways for electrical harness routing from the front of the cab to the rear upper portion of the cab. Raceways will be extruded in the forward door frame, floor, walls and overhead in the area where the walls meet the ceiling. The raceways located in the floor will be covered by aluminum extrusion, while the vertical and overhead raceways will be covered by painted aluminum covers. The raceways will improve harness integrity by providing a continuous harness path that eliminates wire chafing and abrasion associated with exposed wiring or routing through drilled metal holes. Harnesses will be laid in place. **CAB INTERIOR UPHOLSTERY** The cab interior upholstery will be 36 oz dark silver gray vinyl. All cab interior materials will meet FMVSS 302 (flammability of interior materials).

0667943	Cab Interior, Paint Color, Impel/Velocity FR	**CAB INTERIOR PAINT** The following metal surfaces will be painted black, vinyl textured paint: Modesty panel in front of driver Vertical surface of dash in front of the officer (not applicable for recessed dash) Glove box in front of the officer (if applicable) Power distribution in front of the officer Rear heater vent panels The remaining cab interior metal surfaces will be painted fire smoke gray, vinyl texture paint.
0533011	Floor, Rubber Padded Cab, Velocity, 2 Door, No Crew Cab	**CAB FLOOR** The cab floor will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler. The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a .25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.
0731649	HVAC, Heavy-Duty, Two Door Impel/Velocity FR, w/o Heat, CARE	**DEFROST/AIR CONDITIONING SYSTEM** A ceiling mounted combination heater, defroster and air conditioning system will be installed in the cab above the engine tunnel area. **Cab Defroster** A 54,000 BTU heater-defroster unit with 690 SCFM of air flow will be provided inside the cab. The heater-defrost will be installed in the forward portion of the cab ceiling. Air outlets will be strategically located in the cab header extrusion per the following: One (1) adjustable will be directed towards the left side cab window One (1) adjustable will be directed towards the right side cab window Six (6) fixed outlets will be directed at the windshield The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements. **Cab/Crew Auxiliary Heater** There will be no auxiliary heater provided. **Air Conditioning** A 19.10 cubic inch compressor will be installed on the engine. A roof-mounted condenser with a 78,000 BTU output at 2,400 SCFM that meets and exceeds the performance specification will be installed on the cab roof. The condenser cover to be painted to match the cab roof. The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 75 degrees Fahrenheit at 50 percent relative humidity within 30 minutes. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours. The evaporator unit will be installed in the rear portion of the cab ceiling over the engine tunnel. The evaporator will include one (1) high performance heating core, one (1) high performance cooling core with (1) plenum directed to the front and one (1) plenum directed to the rear of the cab. The evaporator unit will have a 52,000 BTU at 690 SCFM rating that meets and exceeds the performance specifications. Adjustable air outlets will be strategically located on the forward plenum cover per the following: Four (4) will be directed towards the seating position on the left side of the cab Four (4) will be directed towards the seating position on the right side of the cab Adjustable air outlets will be strategically located on the evaporator cover per the following: Five (5) will be directed towards crew cab area A high efficiency particulate air (HEPA) filter will be included for the system. Access to the filter cover will be hinged with two (2) thumb latches. The air conditioner refrigerant will be R-134A and will be installed by a certified technician. **Climate Control** An automotive style controller will be provided to control the heat and air conditioning system within the cab. The controller will have three (3) functional knobs for fan speed, temperature, and air flow distribution (front to rear) control. The system will control the temperature of the cab and crew cab automatically by pushing the center of the fan speed control knob. Rotate the center temperature control knob to set the cab and crew cab temperature. The AC system will be manually activated by pushing the center of the temperature control knob. Pushing the center of the air flow distribution knob will engage the AC for max defrost, setting the fan speeds to 100 percent and directing all air flow to the overhead forward position. **Gravity Drain Tubes** Two (2) condensate drain tubes will be provided for the air conditioning evaporator. The drip pan will have two (2) drain tubes plumbed separately to allow for the condensate to exit the drip pan. No pumps will be provided.
0639675	Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf	**SUN VISORS** Two (2) smoked Lexan™ sun visors will be provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab. There will be a black plastic thumb latch provided to help secure each sun visor in the stowed position.

0543257	Grab Handles, Driver Door Post & Passenger Dash Panel, Imp/Vel	**GRAB HANDLE** A black rubber covered grab handle will be mounted on the door post of the driver side cab door to assist in entering the cab. The grab handle will be securely mounted to the post area between the door and windshield. A long rubber grab handle will be mounted on the dash board in front of the officer.
0583938	Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	**ENGINE COMPARTMENT LIGHTS** There will be two (2) Whelen, Model 3SC0CDCR, 12 volt DC, 3.00" white LED light(s) with Whelen, Model 3FLANGEC, chrome flange kit(s) installed under the cab to be used as engine compartment illumination. These light(s) will be activated automatically when the cab is raised.
0821805	Fluid Check Access, 2-Door/46" Velocity, Non-NFPA/ULC 2024 Compliant	**ACCESS TO ENGINE DIPSTICKS** The cab will be tilted for access to the engine oil and transmission fluid dipsticks. NFPA 1900, 2024 edition, section 7.17.1 and CAN/ULC S515:2024 edition, section 5.2 requires the fire apparatus to be designed so all manufacturer's recommended routine maintenance checks of lubricant and fluid levels can be performed by the operator without lifting the cab of a tilt-cab apparatus or without the need for hand tools. The design of this cab requires that it be tilted for fluid level and maintenance checks. Per customer specification of this cab, the apparatus will be non-compliant to NFPA 1900 standards effective at time of contract execution.
0583039	Not Required, Side Roll and Frontal Impact Protection	
0828145	Seating Capacity, 5 Belted Seats, HDR Walk-In and Combo Units	**SEATING CAPACITY** The seating capacity of the vehicle (including belted seat positions in the rescue body) will be five (5).
0697007	Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, PRIMARY	**DRIVER SEAT** A Pierce PS6® seat will be provided in the cab for the driver. The seat design will be a cam action type, with air suspension. For increased convenience, the seat will include electric controls to adjust the rake (15 degrees), height (1.75" travel) and horizontal (7.00" travel) position. Electric controls will be located below the forward part of the seat cushion. To provide flexibility for multiple driver configurations, the seat will have a reclining back, adjustable from 20 degrees back to 45 degrees forward. The seat back will be a high back style with manual lumbar adjustment lever, for lower back support, and will include minimum 7.50" deep side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control). The seat will be furnished with a 3-point, shoulder type seat belt. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.
0696997	Seat, Officer, Pierce PS6, Premium, Air Ride, High Back, PRIMARY	**OFFICER SEAT** A Pierce PS6® seat will be provided in the cab for the officer. The seat will be a cam action type with air suspension. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple passenger configurations, the seat will have a reclining back adjustable from 20 degrees back to 0 degrees forward. The seat back will be a high back style with manual lumbar adjustment lever and will include minimum 7.50" deep side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control). To ensure safe operation, the seat will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled. The seat will be furnished with a 3-point, shoulder type seat belt. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.
0510038	Radio Compartment, Behind Officer Seat, Imp/Vel	**RADIO COMPARTMENT** A compartment for the radio amplifier will be located on the floor of the cab behind the front passenger's seat. A lift-up door with a chrome plated lift and turn latch will be provided for access. The compartment will be constructed of smooth aluminum and painted to match the cab interior.
0102783	Not Required, Seat, Rr Facing C/C, Center	
0108189	Not Required, Seat, Forward Facing C/C, LS Outboard	
0108190	Not Required, Seat, Forward Facing C/C, RS Outboard	

0766467	Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	**SEAT UPHOLSTERY** All seat upholstery will be leather grain 36 oz dark silver gray vinyl resistant to oil, grease and mildew. The cab and tiller cab (if applicable) will have four (4) seating positions.
0511471	No SCBA Brackets Required In Cab Seats, Imp/Vel, AXT 2010, SFR/Enf	
0603867	Seat Belt, ReadyReach	**SEAT BELTS** All seating positions in the cab, crew cab and tiller cab (if applicable) will have red seat belts. To provide quick, easy use for occupants wearing bunker gear, the female buckle and seat belt webbing length will meet or exceed the current edition of applicable NFPA and CAN/ULC - S515 standards. The 3-point shoulder type seat belts will also include the ReadyReach® D-loop assembly to the shoulder belt system. The ReadyReach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location. Any flip up seats will include a 3-point shoulder type belts only.
0604872	Seat Belt Height Adjustment, 2 Seats, Imp/Vel	**SHOULDER HARNESS HEIGHT ADJUSTMENT** All seating positions furnished with 3-point shoulder type seat belts will include a height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter. A total of two (2) seating positions will have the adjustable shoulder harness.
0817557	Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	**HELMET STORAGE PROVIDED BY FIRE DEPARTMENT** NFPA 1900, 2024 edition, section 11.1.8.4.1 and CAN/ULC 515:2024 edition, section 5.2, requires a location for helmet storage be provided. There is no helmet storage on the apparatus as manufactured. The fire department will provide a location for storage of helmets.
0649962	Lights, Dome, FRP Dual LED 2 Lts	**CAB DOME LIGHTS** There will be two (2) dual LED dome lights with black bezels installed in the cab. The lights will be mounted above the inside shoulder of the driver and officer. The color of the LED's will be red and white. The white LED's will be controlled by the door switches and the lens switch. The color LED's will be controlled by the lens switch. All dome lights on the apparatus will be illuminated per the current edition of applicable NFPA standards per seating position.
0896451	Enhanced Software for Cab and Crew Cab Dome Lts	**ENHANCED SOFTWARE FOR CAB AND CREW CAB DOME LIGHTS** The cab and crew cab dome lights will remain on for 10 seconds for improved visibility after the doors are closed. The dome lights will dim after 10 seconds or immediately if the vehicle's transmission is put into gear.
0631776	Not Required, Overhead Map Lights	
0614669	Light, Map, Overhead, Round, Add, Sunnex SL9-200B25L LED Clr Lens, Ceiling Mount	**ADDITIONAL MAP LIGHT** There will be one (1) Sunnex Model SL9-200B25L LED additional map light(s) installed in the cab and located officer side left shoulder. The light will be controlled by the switch on the base. The light switch(es) will be connected directly to the battery switched power.
0816997	Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	**PORTABLE HAND LIGHTS PROVIDED BY FIRE DEPARTMENT** The hand lights are not on the apparatus as manufactured. The fire department will provide and mount these hand lights.
0568369	Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity 2010	**CAB INSTRUMENTATION** The cab instrument panel will consist of gauges, an LCD display, telltale indicator lights, alarms, control switches, and a diagnostic panel. The function of instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section directly forward of the driver. Gauge and switch panels will be designed to be removable for ease of service and low cost of ownership. **Gauges** The gauge panel will include the following ten (10) ivory gauges with chrome bezels to monitor vehicle performance: **Voltmeter gauge (Volts)** **Low volts (11.8 VDC)** **Amber indicator on gauge assembly with alarm** **High volts (15 VDC)** **Amber indicator on gauge assembly with alarm** **Very low volts (11.3 VDC)**

Amber indicator on gauge assembly with alarm
Very high volts (16 VDC)
Amber indicator on gauge assembly with alarm
Tachometer (RPM)
Speedometer (Primary (outside) MPH, Secondary (inside) Km/H)
Fuel level gauge (Empty - Full in fractions)
Low fuel (1/8 full)
Amber indicator on gauge assembly with alarm
Very low fuel (1/32) fuel
Amber indicator on gauge assembly with alarm
Engine oil pressure gauge (PSI)
Low oil pressure to activate engine warning lights and alarms
Red indicator on gauge assembly with alarm
Front air pressure gauge (PSI)
Low air pressure to activate warning lights and alarm
Red indicator on gauge assembly with alarm
Rear air pressure gauge (PSI)
Low air pressure to activate warning lights and alarm
Red indicator on gauge assembly with alarm
Transmission oil temperature gauge (Fahrenheit)
High transmission oil temperature activates warning lights and alarm
Amber indicator on gauge assembly with alarm
Engine coolant temperature gauge (Fahrenheit)
High engine temperature activates an engine warning light and alarm
Red indicator on gauge assembly with alarm
Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions)
Low fluid (1/8 full)
Amber indicator on gauge assembly with alarm
All gauges and gauge indicators will perform prove out at initial power-up to ensure proper performance.

Indicator Lamps

To promote safety, the following telltale indicator lamps will be integral to the gauge assembly and are located above and below the center gauges. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.
The following amber telltale lamps will be present:
Low coolant
Trac cntl (traction control) (where applicable)
Check engine
Check trans (check transmission)
Aux brake overheat (Auxiliary brake overheat)
Air rest (air restriction)
Caution (triangle symbol)
Water in fuel
DPF (engine diesel particulate filter regeneration)
Trailer ABS (where applicable)
Wait to start (where applicable)
HET (engine high exhaust temperature) (where applicable)
ABS (antilock brake system)
MIL (engine emissions system malfunction indicator lamp) (where applicable)
SRS (supplemental restraint system) fault (where applicable)
DEF (low diesel exhaust fluid level)
The following red telltale lamps will be present:
Warning (stop sign symbol)
Seat belt
Parking brake
Stop engine
Rack down
The following green telltale lamps will be provided:
Left turn
Right turn
Battery on
The following blue telltale lamp will be provided:
High beam

Alarms

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning message is present.
Audible pulsing tone caution alarm: A pulsing audible tone alarm (chime/chirp) will be provided whenever a caution message is present without a warning message being present.
Alarm silence: Any active audible alarm will be able to be silenced by holding the ignition switch at the top position for 3 to 5 seconds. For improved safety, silenced audible alarms will intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp will act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition will enable the steady or pulsing tones respectively.

Indicator Lamp and Alarm Prove-Out

Telltale indicators and alarms will perform prove-out at initial power-up to ensure proper performance.

Control Switches

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver.
Emergency master switch: A molded plastic push button switch with integral indicator lamp will be provided. Pressing the switch will activate emergency response lights and siren control. A green lamp on the switch provides indication that the emergency master mode is active. Pressing the switch again disables the emergency master mode.
Headlight / Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking lights and the headlights. The

second switch position will activate the parking lights. The third switch position will activate the headlights.
Panel backlighting intensity control switch: A three (3)-position momentary rocker switch will be provided. The first switch position decreases the panel backlighting intensity to a minimum level as the switch is held. The second switch position is the default position that does not affect the backlighting intensity. The third switch position increases the panel backlighting intensity to a maximum level as the switch is held.
The following standard controls will be integral to the gauge assembly and are located below the right hand gauges. All switches have backlit labels for low light applications.
High idle engagement switch: A two (2)-position momentary rocker switch with integral indicator lamp will be provided. The first switch position is the default switch position. The second switch position will activate and deactivate the high idle function when pressed and released. The "Ok To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.
"Ok To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.
The following standard controls will be provided adjacent to the cab gauge assembly within easy reach of the driver. All switches will have backlit labels for low light applications.
Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will deactivate vehicle ignition. The second switch position will activate vehicle ignition. The third momentary position will disable the Command Zone audible alarm if held for 3 to 5 seconds. A green indicator lamp will be activated with vehicle ignition.
Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.
4-way hazard switch: A two (2)-position maintained rocker switch will be provided. The first switch position will deactivate the 4-way hazard switch function. The second switch position will activate the 4-way hazard function. The switch actuator will be red and includes the international 4-way hazard symbol.
Heater, defroster, and air conditioning control panel.
Turn signal arm: A self-canceling turn signal with high beam headlight and windshield wiper/washer controls will be provided. The windshield wiper control will have high, low, and intermittent modes.
Parking brake control: An air actuated push/pull park brake control valve will be provided.
Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

Custom Switch Panels

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to four (4) switch panels in the overhead console on the driver's side, up to four (4) switch panels in the engine tunnel console facing the driver, up to four (4) switch panels in the overhead console on the officer's side and up to two (2) switch panels in the engine tunnel console facing the officer. All switches will have backlit labels for low light applications.

Diagnostic Panel

A diagnostic panel will be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow ABS systems to provide blink codes should a problem exist.
The diagnostic panel will include the following:
Engine diagnostic port
Transmission diagnostic port
ABS diagnostic port
SRS diagnostic port (where applicable)
Command Zone USB diagnostic port
ABS diagnostic switch (blink codes flashed on ABS telltale indicator)
Diesel particulate filter regeneration switch (where applicable)
Diesel particulate filter regeneration inhibit switch (where applicable)

Cab LCD Display

A digital four (4)-row by 20-character dot matrix display will be integral to the gauge panel. The display will be capable of showing simple graphical images as well as text. The display will be split into three (3) sections. Each section will have a dedicated function.
The upper left section will display the outside ambient temperature.
The upper right section will display, along with other configuration specific information:
Odometer
Trip mileage
PTO hours
Fuel consumption
Engine hours
The bottom section will display INFO, CAUTION, and WARNING messages. Text messages will automatically activate to describe the cause of an audible caution or warning alarm. The LCD will be capable of displaying multiple text messages should more than one caution or warning condition exist.

0509511	Air Restriction Indicator, Imp/Vel, AXT, Enf MUX	**AIR RESTRICTION INDICATOR** A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm will be provided.

0819034	Light, Do Not Move Apparatus, Wln VTX609B, With Buzzer, Non-NFPA 2024	**"DO NOT MOVE APPARATUS" INDICATOR** There will be a Whelen, Model VTX609B blue LED indicator light with chrome trim located in the driving compartment installed over the over head. This light will be illuminated automatically when the ignition is on and per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus" if light is on. An audible alarm will be provided with the open door indicator light. This alarm will be used only as the door open alarm when the parking brake is released. NFPA 1900, 2024 edition, Section 10.10.1 requires a red flashing or rotating light located in the driving compartment, to be illuminated automatically whenever an item is not in the stowed position and the parking brake is not fully engaged. Per the fire department specification, a blue flashing indicator light is required. The apparatus will be non compliant to NFPA 1900 standards at time of contract execution.
0509042	Messages, Open Dr/DNMT, Color Dsply,	**DO NOT MOVE TRUCK MESSAGES** Messages will be displayed on the Command Zone™, color display located within sight of the driver whenever the Do Not Move Truck light is active. The messages will designate the item or items not in the stowed for vehicle travel position (parking brake disengaged). The following messages will be displayed (where applicable): Do Not Move Truck DS Cab Door Open (Driver Side Cab Door Open) PS Cab Door Open (Passenger's Side Cab Door Open) DS Crew Cab Door Open (Driver Side Crew Cab Door Open) PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open) DS Body Door Open (Driver Side Body Door Open) PS Body Door Open (Passenger's Side Body Door Open) Rear Body Door Open DS Ladder Rack Down (Driver Side Ladder Rack Down) PS Ladder Rack Down (Passenger Side Ladder Rack Down) Deck Gun Not Stowed Lt Tower Not Stowed (Light Tower Not Stowed) Fold Tank Not Stowed (Fold-A-Tank Not Stowed) Aerial Not Stowed (Aerial Device Not Stowed) Stabilizer Not Stowed Steps Not Stowed Handrail Not Stowed Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will be displayed as a caution message after the parking brake is disengaged.
0611681	Switching, Cab, Membrane, Impel/Velocity, AXT WiFi MUX	**SWITCH PANELS** The emergency light switch panel will have a master switch for ease of use plus individual switches for selective control. Each switch panel will contain eight (8) membrane-type switches each rated for one million (1,000,000) cycles. Panels containing less than eight (8) switch assignments will include non-functioning black appliqués. Documentation will be provided by the manufacturer indicating the rated cycle life of the switches. The switch panel(s) will be located in the overhead position above the windshield on the driver side overhead to allow for easy access. Additional switch panel(s) will be located in the overhead position(s) above the windshield or in designated locations on the lower instrument panel layout. The switches will be membrane-type and also act as an integral indicator light. For quick, visual indication the entire surface of the switch will be illuminated white whenever back lighting is activated and illuminated green whenever the switch is active. An active illuminated switch will flash when interlock requirements are not met or device is actively being load managed. For ease of use, a two (2)-ply, scratch resistant laser engraved Gravoply label indicating the use of each switch will be placed in the center of the switch. The label will allow light to pass through the letters for ease of use in low light conditions.
0555915	Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	**WIPER CONTROL** For simple operation and easy reach, the windshield wiper control will be an integral part of the directional light lever located on the steering column. The wiper control will include high and low wiper speed settings, a one (1)-speed intermittent wiper control and windshield washer switch. The control will have a "return to park" provision, which allows the wipers to return to the stored position when the wipers are not in use.
0834418	USB, Cab, 2, 12V DC, Dual USB Termination, NFPA1900/ULC	**CAB USB** There will be two (2) USB terminations with a combination USB type A & C, wired to switched battery power, provided per the following: One (1) within reach of the driver One (1) within reach of the passenger This circuit may be load managed.

0821580	Wiring, Spare, 7.5A 12V DC 1st NFPA1900/ULC	**SPARE CIRCUIT** There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus. The wires will have the following features: The positive wire will be connected directly to the battery switched power. The negative wire will be connected to ground. Wires will be capable of carrying 7.5 amps. Power and ground will terminate officer side overhead. Termination will be with heat shrinkable butt splicing. Wires will be protected to meet the NFPA Automotive Fire Apparatus standard. This circuit(s) may be load managed when the parking brake is set.
0821192	Wiring, Spare, 20 A 12V DC 1st NFPA1900/ULC	**SPARE CIRCUIT** There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus. The wires will have the following features: The positive wire will be connected directly to the battery switched power The negative wire will be connected to ground Wires will be capable of carrying 20 amps Power and ground will terminate officer side dash area Termination will be with heat shrinkable butt splicing Wires will be protected to meet the NFPA Automotive Fire Apparatus standard. The circuit(s) may be load managed when the parking brake is set.
0821263	Wiring, Spare, 20 A 12V DC, 12 Ckt FB, Blue Sea 5026 Batt Dir 1st NFPA1900/ULC	**SPARE CIRCUIT** There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus. The wires will have the following features: The positive wire will be connected directly to the battery power. The negative wire will be connected to ground. Wires will be capable of carrying 20 amps. Power and ground will terminate on top of the engine tunnel, loose with a 6' coil, second one loose with a 6' coil behind the officer seat. Termination will be to a Blue Sea System, Model 5026, 12 circuit with negative bus bar, straight blade fuse block. The terminal block will include a cover with circuit labels. Wires will be protected to meet the NFPA Automotive Fire Apparatus standard. Battery direct loads cannot be Load Managed
0821326	Wiring, Spare, 10 A 12V DC 2nd NFPA1900/ULC	**SPARE CIRCUIT** There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus. The wires will have the following features: The positive wire will be connected directly to the battery switched power. The negative wire will be connected to ground. Wires will be capable of carrying 10 amps. Power and ground will terminate officer side overhead. Termination will be with heat shrinkable butt splicing. Wires will be protected to meet the NFPA Automotive Fire Apparatus standard. This circuit(s) may be load managed when the parking brake is applied.
0636439	Wiring, Spare, 37.5 A 12V DC, Cust Install Radio, 30A Bat Dir, 7.5A Ign & Grnd	**CUSTOMER SUPPLIED RADIO WIRING** There will be two (2) 12 volt combination wiring leads of which each will include one (1) direct battery, one (1) ignition and one (1) negative for use with radio equipment. Each lead will be 18.00" long and be provided R/S rear facing overhead compartment. The leads will be clearly marked in a coil and terminate with butt splices. A breaker rated for 30 amps will be provided for circuit protection of the direct battery lead with a minimum of 10 gauge wire. A breaker rated for 7.5 amps will be provided for circuit protection of the ignition lead. The wires will be colored coded as follows: red for direct battery yellow for ignition black for ground
0646930	Lights, (2), Illuminate Cab Floor, Wln Red OS Series, LED, Under Dash, Sep Sw	**UNDER DASHBOARD LIGHT** There will be two (2) Whelen, Model OSR00MCR, red LED rectangular style lights provided in the cab mounted under the dashboard. One (1) will be located under the driver side and one (1) under the officer side dashboard. The lights will activate with a switch in the cab located per the switch panel layout.

0819994	Radio, Jensen, AM/FM/WB, Bluetooth	**STEREO RADIO** There will be one heavy duty AM/FM / Weatherband / Bluetooth stereo radio. The radio will be installed per instrument panel layout. There will be 5.25" speakers installed one (1) pair of 5.25" speakers in the cab and one (1) pair of 5.25" speakers in the crew cab. The antenna will be a roof-mounted rubber antenna located in an open space, on the cab roof. The following Jensen features will be included: 180 watts max power (45W x 4); 100 watts RMS (25W x 4) Bluetooth® streaming audio (A2DP/AVRCP) Weatherband AM/FM tuner with 30 presets Audio settings (volume/bass/treble/balance/fade) Toggle switch between day and night display Daylight-readable, segmented LCD Two-wire power with non-volatile memory and clock support Low battery alert
0814201	Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714	**INFORMATION CENTER** An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing. The information center will have the following specifications: Operate in temperatures from -40 to 158 degrees Fahrenheit LCD optically bonded to hardened AR glass lens Five weather resistant user interface switches Grey with black accents Sunlight Readable Linux operating system Minimum of 1000nits rated display Display can be changed to an available foreign language A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area. Programmed to read US Customary **General Screen Design** Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used. If a caution or warning situation arises the following will occur: An amber background/text color will indicate a caution condition A red background/text color will indicate a warning condition The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to sound. If more than one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages. A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text or symbol. **Home/Transit Screen** This screen will display the following: Vehicle Mitigation (if equipped) Water Level (if the water level system includes compatible communications to the information center) Foam Level (if the foam level system includes compatible communications to the information center) Seat Belt Monitoring Screen Tire Pressure Monitoring (if equipped) Digital Speedometer Active Alarms **On Scene Screen** This screen will display the following and will be auto activated with pump engaged (if equipped): Battery Voltage Fuel Oil Pressure Coolant Temperature RPM Water Level (if equipped) Foam Level (if equipped) Foam Concentration (if equipped) Water Flow Rate (if equipped) Water Used (if equipped) Active Alarms **Virtual Buttons** There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels. **Page Screen** The page screen will display the following and allow the user to progress into other screens for further functionality: Diagnostics Faults Listed by order of occurrence Allows to sort by system Interlock Throttle Interlocks Pump Interlocks (if equipped) Aerial Interlocks (if equipped) PTO Interlocks (if equipped) Load Manager

A list of items to be load managed will be provided. The list will provide a description of the load. The lower the priority numbers the earlier the device will be shed should a low voltage condition occur.
The screen will indicate if a load has been shed (disabled) or not shed.
"At a glance" color features are utilized on this screen.
Systems
Command Zone
Module type and ID number
Module Version
Input or output number
Circuit number connected to that input or output
Status of the input or output
Power and Constant Current module diagnostic information
Foam (if equipped)
Pressure Controller (if equipped)
Generator Frequency (if equipped)
Live Data
General Truck Data
Maintenance
Engine oil and filter
Transmission oil and filter
Pump oil (if equipped)
Foam (if equipped)
Aerial (if equipped)
Setup
Clock Setup
Date & Time
12 or 24 hour format
Set time and date
Backlight
Daytime
Night time
Sensitivity
Unit Selection
Home Screen
Virtual Button Setup
On Scene Screen Setup
Configure Video Mode
Set Video Contrast
Set Video Color
Set Video Tint
Do Not Move
The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicated
Driver Side Cab Door
Passenger's Side Cab Door
Driver Side Crew Cab Door
Passenger's Side Crew Cab Door
Driver Side Body Doors
Passenger's Side Body Doors
Rear Body Door(s)
Ladder Rack (if applicable)
Deck Gun (if applicable)
Light Tower (if applicable)
Hatch Door (if applicable)
Stabilizers (if applicable)
Steps (if applicable)
Notifications
View Active Alarms
Shows a list of all active alarms including date and time of the occurrence is shown with each alarm
Silence Alarms - All alarms are silenced
Timer Screen
HVAC (if equipped)
Tire Information (if equipped)
Ascendant Set Up Confirmation (if equipped)
Button functions and button labels may change with each screen.

0816633 Collision Mitigation, HAAS Alert (R2V), HA7

COLLISION MITIGATION
There will be a HAAS Alert®, Model HA7 Responder-to-Vehicle (R2V) collision avoidance system provided on the apparatus. The HA7 cellular transponder module will be installed behind the cab windshield, as high and near to the center as practical, to allow clear visibility to the sky. The module dimensions are 5.40" long x 2.70" wide x 1.30" high, and operating temperature range is -40 degrees Celsius to 85 degrees Celsius.
The transponder will be connected to the vehicle's emergency master circuit and battery direct power and ground.
While responding with emergency lights on, the HA7 transponder sends alert messages via cellular network to motorists in the vicinity of the responding truck that are equipped with the WAZE app.
While on scene with emergency lights on, the HA7 transponder sends road hazard alerts to motorists in the vicinity of the truck that are equipped with the WAZE app.
The HA7 Responder-to-Vehicle (R2V) collision avoidance system will include the transponder and a 5 year cellular plan subscription.
Activation of the HAAS Alert system requires a representative of the customer to accept the End User License Agreement (EULA) via an on-line portal.

0757354	Vehicle Data Recorder w/Seat Belt Monitor, w/Rehab Seats & Belted Body Seats	**VEHICLE DATA RECORDER** There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided. The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line. The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs: Vehicle Speed - MPH Acceleration - MPH/sec Deceleration - MPH/sec Engine Speed - RPM Engine Throttle Position - % of Full Throttle ABS Event - On/Off Seat Occupied Status - Yes/No by Position Seat Belt Buckled Status - Yes/No by Position Master Optical Warning Device Switch - On/Off Internal clock syncs the time and date when a laptop is connected **Seat Belt Monitoring System** A seat belt monitoring system (SBMS) will be provided. The SBMS will be capable of monitoring up to 10 belted seating positions indicating the status of each seat position per the following: Seat Occupied & Buckled = Green LED indicator illuminated Seat Occupied & Unbuckled = Red LED indicator with audible alarm No Occupant & Buckled = Red LED indicator with audible alarm No Occupant & Unbuckled = No indicator and no alarm FAULT = Blue LED indicator illuminated The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park. **Alarm System for Unbelted Seats** There will be an audible alarm and red warning light to show if an unbelted seat position is occupied when the parking brake is released.
0835677	Install Customer Provided Multiband/GPS Antenna(s), Loc	**Multiband Antenna** There will be One (1) Antenna sent to the apparatus manufacturers preferred installer and installed at TBD. Antenna cable(s) will be routed to TBD . Cable length may be a determining factor in the antenna mounting location. Specific shipping requirements will be followed.
0653519	Camera, Pierce, LS Mux, RS, LS, R, Cameras, SD	**VEHICLE CAMERA SYSTEM** There will be a color vehicle camera system provided with the following: One (1) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse. One (1) camera located on the right side of the apparatus, pointing rearward, displayed automatically with the right side turn signal. One (1) camera located on the left side of the apparatus, pointing rearward, displayed automatically with the left side turn signal. The camera images will be displayed on the left side vehicle information center display. Audio from the microphone on the rear camera will be emitted by an amplified speaker with volume control located behind the driver seat. The following components will be included: One (1) SV-CW134639CAI Rear Camera Two (2) CS134404CI Side Cameras All necessary cables
0814861	Camera, Switcher, Pierce, 4 channel, AHD, CVBS	**Camera Switcher** There will be one (1), HMU318 HD Image Processor multiplexer, 4 channel camera video switcher with remote control provided to allow single, dual, triplex, quad, trefoil, Y split and PIP view display modes on the vehicle information center display provided. The switcher will have one (1) CVBS, Composite Video Blanking and Sync, standard Definition video output and one (1) AHD, Analog High Definition video output for High Definition cameras.
0653350	Guards, Vehicle Camera(s), Painted Smooth Aluminum	**VEHICLE CAMERA GUARDS** There will be two (2) smooth, tapered aluminum guard(s) fastened over the cab / body camera(s) located at the corner of the front nose piece, match 33329 exactly. The guards will be painted to match the surface they are attached to.
0896458	Pierce Command Zone, Advanced Electronics & Control System, Vel WiFi CZT	**ELECTRICAL POWER CONTROL SYSTEM** The primary power distribution will be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible. Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership. Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit

breakers will be Type-I automatic reset (continuously resetting). When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA.

Solid-State Control System

A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules, electronic control modules to include black housings, a power indicator and status indicator located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices.

The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership.

For increased reliability and simplified use the control system modules will include the following attributes:

Green LED indicator light for module power
Red LED indicator light for network communication stability status
Control system self test at activation and continually throughout vehicle operation
No moving parts due to transistor logic
Software logic control for NFPA mandated safety interlocks and indicators
Integrated electrical system load management without additional components
Integrated electrical load sequencing system without additional components
Customized control software to the vehicle's configuration
Factory and field programmable to accommodate changes to the vehicle's operating parameters

To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications:

Module circuit board will meet SAE J771 specifications
Operating temperature from -40 degrees Celsius to +70 degrees Celsius (-40 degrees Fahrenheit to +158 degrees Fahrenheit)
Storage temperature from -40 degrees Celsius to +70 degrees Celsius (-40 degrees Fahrenheit to +158 degrees Fahrenheit)
Vibration to 50g
IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter)
Operating voltage from eight (8) volts to 32 volts DC

The main controller will activate status indicators and audible alarms designed to provide warning of problems before they become critical.

Circuit Protection and Control Diagram

Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information.

On-Board Electrical System Diagnostics

The on-board information center will include the following diagnostic information:

Text description of active warning or caution alarms
Simplified warning indicators
Amber caution indication with intermittent alarm
Red warning indication with steady tone alarm

Advanced diagnostic feature will be provided in this control system. From the Command Zone display or connected wireless device, these features allow the user to monitor the real-time status of every input or output on the vehicle. It also allows users logged in as an administrator to force on inputs or outputs to assist the troubleshooting process.

TCU Module with WiFi

An in cab module will provide WiFi wireless interface and data logging capability. The WiFi interface will comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz. The module will communicate through a black WiFi antenna allowing a line of site communication range of up to 300 feet with a roof mounted antenna.

The module will transmit a password protected web page to a WiFi enabled device (i.e. most smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level will allow vehicle monitoring of the vehicle and firefighting systems on the apparatus. The technician level will allow diagnostic access to inputs and outputs installed on the Command Zone™, control and information system.

The TCU capability will record faults from the engine, transmission, ABS and Command Zone™, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data TCU will provide up to 2 Gigabytes of data storage.

The TCU will provide a means to download the TCU information and update software in the device.

Indicator Light and Alarm Prove-Out System

A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

Voltage Monitor System

A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm will activate if the system falls below 11.8 volts DC for more than two (2) minutes.

Dedicated Radio Equipment Connection Points

There will be three (3) studs provided in the primary power distribution center located in front of the officer for two-way radio equipment. The studs will consist of the following:

12-volt 40-amp battery switched power
12-volt 60-amp ignition switched power
12-volt 60-amp direct battery power

There will also be a 12-volt 100-amp ground stud located in or adjacent to the power distribution center.

EMI/RFI Protection

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio

		frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source. The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter requirements. Component and partial (incomplete) vehicle testing is not adequate as overall vehicle design can impact test results and thus is not acceptable by itself. EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.
0896456	Prognostics, Electrical System	**ELECTRICAL SYSTEM PROGNOSTICS** There will be a software based vehicle tool provided to predict remaining life of the vehicles critical fluid and events. The system will send automatic indications to the Command Zone™ information center and/or wireless enabled devices to proactively alert of upcoming service intervals. Prognostics will include the following: Engine oil and filter Transmission oil and filter
0730603	Electrical System, Velocity ESP, Cummins, Paccar	**ELECTRICAL** All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids. Electrical wiring and equipment will be installed utilizing the following guidelines: All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug). All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area. All electrical terminals in exposed areas will have silicon applied completely over the metal portion of the terminal. All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments. An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order. The results of the tests will be recorded and provided to the purchaser at time of delivery.
0079166	Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud	**BATTERY SYSTEM** There will be four (4) 12 volt Stryten/Exide®, Model 31S950X5W, batteries that include the following features will be provided: 950 CCA, cold cranking amps 190 amp reserve capacity High cycle Group 31 Rating of 3800 CCA at 0 degrees Fahrenheit 760 minutes of reserve capacity Threaded stainless steel studs Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity. The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.

0008621	Battery System, Single Start, All Custom Chassis	**BATTERY SYSTEM** There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel. **MASTER BATTERY SWITCH** There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system. An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.
0199928	Battery Compartment, 2 Door Cab, No Crew Cab, Imp/Vel	**BATTERY COMPARTMENT** A well ventilated battery compartment, with a floor mounted slide-out tray, will be provided, located to the front lower portion of the body TBD. Heavy-duty battery cables will be used to provide maximum power to the electrical system. Cables will be color coded. Battery terminal connections will be coated with anti-corrosion compound. Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound.
0812586	Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	**BATTERY CHARGER** There will be a Kussmaul™, Chief Series Smart Charger 6012, product code 091-266-12-60, 60 amp battery charger with build-in touch screen display provided. The battery charger will be wired to the AC shoreline inlet through a junction box located near the battery charger.
0814869	Location, Cab, Charger, Behind Driver Seat	The battery charger will be located in the cab behind the driver seat.
0811943	Panel, Remote Control, Kussmaul, Chief 091-266-RCP	**REMOTE CONTROL PANEL - BATTERY CHARGER** There will be a Kussmaul™, Chief Series Smart Charger remote control panel, product code 091-266-RCP included.
0814942	Location, Cab, Ind/Remote, Driver's Seat with Bracket	The battery charger indicator will be located near the driver's seat riser with special bracketry.
0811952	Not Required, Indicator/Remote Status	
0824337	Not Required, Location Ind/Remote	
0016857	Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	**AUTO EJECT FOR SHORELINE** There will be one (1) Kussmaul™, Model 091-55-20-120, 20 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus. The shoreline inlet(s) will include red weatherproof flip up cover(s). There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting. The shoreline(s) will be connected to the battery charger. There will be a mating connector body supplied with the loose equipment. There will be a label installed near the inlet(s) that state the following: Line Voltage Current Ratting (amps) Phase Frequency
0026800	Shoreline Location	The shoreline receptacle will be located on the driver side exterior of cab, behind crew cab door.
0647728	Alternator, 430 amp, Delco Remy 55SI	**ALTERNATOR** A Delco Remy®, Model 55SI, alternator will be provided. It will have a rated output current of 430 amps, as measured by SAE method J56. The alternator will feature an integral regulator and rectifier system that has been tested and qualified to an ambient temperature of 257 degrees Fahrenheit (125 degrees Celsius). The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

0092582	Load Manager/Sequencer, MUX	**ELECTRONIC LOAD MANAGER** An electronic load management (ELM) system will be provided that monitors the vehicles 12-volt electrical system, automatically reducing the electrical load in the event of a low voltage condition, and automatically restoring the shed electrical loads when a low voltage condition expires. This ensures the integrity of the electrical system. For improved reliability and ease of use, the load manager system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load management tasks. Load management systems which require additional components will not be allowed. The system will include the following features: System voltage monitoring. A shed load will remain inactive for a minimum of five minutes to prevent the load from cycling on and off. Sixteen available electronic load shedding levels. Priority levels can be set for individual outputs. High Idle to activate before any electric loads are shed and deactivate with the service brake. If enabled: "Load Man Hi-Idle On" will display on the information center. Hi-Idle will not activate until 30 seconds after engine start up. Individual switch "on" indicator to flash when the particular load has been shed. The information center indicates system voltage. The information center, where applicable, includes a "Load Manager" screen indicating the following: Load managed items list, with priority levels and item condition. Individual load managed item condition: ON = not shed SHED = shed **SEQUENCER** A sequencer will be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation will allow a gradual increase or decrease in alternator output, rather than loading or dumping the entire 12 volt load to prolong the life of the alternator. For improved reliability and ease of use, the load sequencing system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load sequencing tasks. Load sequencing systems which require additional components will not be allowed. Emergency light sequencing will operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights will be activated one by one at half-second intervals. Sequenced emergency light switch indicators will flash while waiting for activation. When the emergency master switch is deactivated, the sequencer will deactivate the warning light loads in the reverse order. Sequencing of the following items will also occur, in conjunction with the ignition switch, at half-second intervals: Cab Heater and Air Conditioning Crew Cab Heater (if applicable) Crew Cab Air Conditioning (if applicable) Exhaust Fans (if applicable) Third Evaporator (if applicable)
0783153	Headlights, Rect LED, JW Spkr Evo 2, AXT/Enf/Imp/Sab/Vel	**HEADLIGHTS** There will be four (4) JW Speaker®, Model 8800, 4" x 6" rectangular LED lights mounted in the front quad style, chrome housing on each side of the cab grille: the outside light on each side will contain a part number 055***1 low beam module the inside light on each side will contain a part number 055***1 high beam module the headlights to include chrome bezels The low beam lights will be activated when the headlight switch is on. The high beam and low beam lights will be activated when the headlight switch and the high beam switch is activated.
0648425	Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Imp/Vel/AXT/Qtm	**DIRECTIONAL LIGHTS** There will be two (2) Whelen 600® series, LED combination directional/marker lights provided. The lights will be located on the outside cab corners, next to the headlights. The color of the lenses will be the same color as the LED's.
0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	**INTERMEDIATE LIGHT** There will be two (2) Weldon, Model 9186-8580-29, amber LED turn signal marker lights furnished, one (1) each side, in the rear fender panel. The light will double as a turn signal and marker light.
0648074	Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	**CAB CLEARANCE/MARKER/ID LIGHTS** There will be seven (7) amber LED lights provided to indicate the presence and overall width of the vehicle in the following locations: Three (3) amber LED identification lights will be installed in the center of the cab above the windshield. Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield. Two (2) amber LED marker lights will be installed, one (1) on each side above the cab doors.

0563675	Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts	**REAR CLEARANCE/MARKER/ID LIGHTING** There will be three (3) Truck-Lite®, Model 33050R, LED lights used as identification lights recessed and located at the rear of the apparatus per the following: As close as practical to the vertical centerline Centers spaced not less than 6.00" or more than 12.00" apart Red in color All at the same height There will be two (2) Truck-Lite, Model 33050R, LED lights recessed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following: To indicate the overall width of the vehicle One (1) each side of the vertical centerline As near the top as practical Red in color To be visible from the rear All at the same height There will be two (2) Truck-Lite, Model 33050R, LED lights recessed on the side of the apparatus as marker lights as close to the rear as practical per the following: To indicate the overall length of the vehicle One (1) each side of the vertical centerline As near the top as practical Red in color To be visible from the side All at the same height There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground. There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground. Per FMVSS 108 and CMVSS 108 requirements.
0804514	Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	**REAR FMVSS LIGHTING** The rear stop/tail and directional lighting included in the rear tail light housing will include the following: Two (2) Whelen®, Model M62BTT, 4.30" high x 6.70" wide x 1.40" deep brake/tail lights with red LEDs Two (2) Whelen, Model M62T, 4.30" high x 6.70" wide x 1.40" deep directional lights with amber LEDs. The directional lights will be set to Steady On (Arrow) flash pattern. The lens color(s) to be clear.
0806466	Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	There will be two (2) Whelen Model M62BU, LED backup lights provided in the tail light housing.
0889577	Bracket, License Plate & Light, P25 LED, Stainless Brkt	**LICENSE PLATE BRACKET** One (1) license plate bracket constructed of stainless steel will be provided at the rear of the apparatus. One (1) white LED light with chrome housing will be provided to illuminate the license plate. A stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.
0556842	Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	**LIGHTING BEZEL** There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.
0589905	Alarm, Back-up Warning, PRECO 1040	**BACK-UP ALARM** A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.
0065911	Switch, Back-Up Alarm Override	**SWITCH, BACK-UP ALARM OVERRIDE** There will be a momentary switch provided in the cab for the back-up alarm. The switch will be within reach of the driver. The switch will cancel the back-up alarm when the switch is pushed and automatically reset when the apparatus is shifted out of reverse.
0564535	Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED, Red/Amb, Qty/Loc	**MARKER LIGHTS** There will be one (1) pair of amber and red, Britax, Model L427.203.L12, LED marker lights with rubber arm, located each rear body corner. The amber lens will face the front and the red lens will face the rear of the truck and be the most rearward marker light. These lights will be activated with the running lights of the vehicle.

0626581	Lights, Perimeter Cab, TecNiq T10-LC00-1 15" LED 2Dr	**CAB PERIMETER SCENE LIGHTS** There will be two (2) TecNiq, Model T10-LC00-1, 15.00" white LED strip lights provided. One (1) under the driver's side cab access step One (1) under the passenger's side cab access step The lights will be activated when the battery switch is on, when the respective door is open and by the same control selected for the body perimeter lights.
0616293	Not Required, Lights Perimeter Pump House, No Pump	
0626579	Lights, Perimeter Body, TecNiq T10-LC00-1 15" LED 2lts, Rear Step	**BODY PERIMETER SCENE LIGHTS** There will be two (2) TecNiq, Model T10-LC00-1, 15.00" 12 volt DC LED strip lights provided at the rear step area of the body, one (1) each side shining to the rear. The perimeter scene lights will be activated when a switch within reach of the driver is activated and the parking brake is applied.
0617802	Lights, Perimeter, TecNiq T10-LC00-1 15" LED	**ADDITIONAL PERIMETER LIGHTS** There will be six (6) TecNiq, Model T10-LC00-1, 1.25" high x 15.00" long white LED light(s) provided under under LS1, LS4, LS5, RS1, RS4, RS5. These additional lights will be controlled with the other body perimeter lights.
0896454	Enhanced Software for Perimeter Lts	**ENHANCED SOFTWARE FOR PERIMETER LIGHTS** All perimeter lights will be deactivated when the parking brake is released unless alternate control is selected. The cab and crew cab perimeter lights will remain on for ten (10) seconds for improved visibility after the doors closed.
0889829	Lights, Step, P25 LED, HDR Walk-In	**STEP LIGHTS** Two (2) white LED step lights will be provided. The step lights will be provided at the rear walk through door of body. The lights will have a chrome housing. The step lights will be activated when the battery switch is on and when the parking brake is applied and when the battery switch is on and the body step lights are activated. All steps on the apparatus will be illuminated per the current edition of applicable NFPA standards .
0783158	Light, Visor, HiViz, FT-B-72-*-*, Cnt Feature	**12 VOLT LIGHTING** There will be a HiViz Model FT-B-72-*-*, 2.56" high x 72.69" long x 3.31" deep 21,067 effective lumens 12 volt DC light with white LEDs configured with a combination of flood and spot optics provided on brackets in front of the cab roof. The painted parts of the light housing and brackets to be black. The light will be activated by a switch at the driver's side switch panel and by a switch at the passenger's side switch panel. The light may be load managed when the parking brake is applied.
0744629	Lights, Wln, PSL1** Pioneer, 12 VDC, 2nd	**12 VOLT DC SCENE LIGHTS** There will be one (1) Whelen® Model PSL1**, 4,500 lumens 12 volt DC powered light(s) with white LEDs and with flood optics installed on the apparatus cab located, OVER THE RS CAB DOOR. The painted parts of this light assembly to be black. The ligh(s) to be installed on adjustable bail bracket(s). The lights will be activated by a switch at the driver's side switch panel and by a switch at the passenger's side switch panel. The light(s) may be load managed when the parking brake is applied.
0744631	Lights, Wln, PSL1** Pioneer, 12 VDC, 1st	**12 VOLT DC SCENE LIGHTS** There will be one (1) Whelen® Model PSL1**, 4,500 lumens 12 volt DC powered light(s) with white LEDs and with flood optics installed on the apparatus cab located, OVER LS CAB DOOR. The painted parts of this light assembly to be black. The ligh(s) to be installed on adjustable bail bracket(s). The lights will be activated by a switch at the driver's side switch panel and by a switch at the passenger's side switch panel. The light(s) may be load managed when the parking brake is applied.

0774333	Lights, Wln, P*H2* Pioneer, 12 VDC, 2nd	**12 VOLT LIGHTING** There will be one (1) Whelen® Model P*H2*, 17,750 lumens 12 volt DC LED light(s) with a combination of flood and spot optics installed on the apparatus, located P/S hatch compartments above RS1 and RS5 per the AD. The painted parts of this light assembly to be black. The light(s) to be installed in a 15 degree vertical recessed bracket. The lights will be controlled by a switch at the driver's side switch panel, by a switch at the passenger's side switch panel and by a switch in a stainless steel cup located on the passenger's side at the rear of the apparatus no more than 72.00" from the ground. The light(s) may be load managed when the parking brake is applied.
0774579	Lights, Wln, P*H2* Pioneer, 12 VDC, 1st	**12 VOLT LIGHTING** There will be two (2) Whelen® Model P*H2*, 17,750 lumens 12 volt DC LED light(s) with a combination of flood and spot optics installed on the apparatus, located D/S hatch compartments above LS1 and LS5 per the AD. The painted parts of this light assembly to be black. The light(s) to be installed in a 15 degree vertical recessed bracket. The lights will be controlled by a switch at the driver's side switch panel, by a switch at the passenger's side switch panel and by a switch in a stainless steel cup located on the driver's side at the rear of the apparatus no more than 72.00" from the ground. The light(s) may be load managed when the parking brake is applied.
0645677	Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	
0738110	Lights, Rear Scene, Wln, PCPSM1* Pioneer LED Fld/Spt, Surface Mount	**REAR SCENE LIGHT(S)** There will be two (2) Whelen®, Model PCPSM*, 10,444 lumens scene light(s) with a black cover and white LEDs installed at the rear of the apparatus, one (1) each side high on rear body bulkhead . The light(s) will be controlled by a switch at the driver's side switch panel, by a switch at the passenger's side switch panel and by a switch in a stainless steel cup located at the rear of the apparatus no more than 72.00" from the ground. The light(s) may be load managed when the parking brake is applied.
0795742	Not Required, Walking Surface, Alt. Walking Surface Lights, HDR	
0697077	Intercom, Atkinson Two-way, Cab to Body	**INTERCOM** An Atkinson AD-26-8-M44 intercom system will be provided with a master control head and one speaker. The master will be located in the cab with a push to talk switch. A hands free speaker will be located TO BE PROVIDED.

0026117		HDR, Walk-In, Aluminum	**HEAVY DUTY RESCUE BODY CONSTRUCTION** The body will be built as a separate module prior to being mounted onto the substructure. The rescue body will be constructed of 5052 aluminum. The structural support framing and the gussets used will be of 2.00" (51 mm) square 0.125" (3 mm) wall 6061 aluminum alloy tubing. All exterior body corners will be 3.00" (76 mm) radius aluminum, corrosion resistant alloy 6061 extrusions. Spacing of the 2.00" (51 mm) vertical supports will not exceed 14.00" (356 mm) on center. The roof and corner extrusions will be reinforced with interconnecting gusset supports at all stress points. The body will be properly welded into a unitized construction. Proper reinforcing and supports will be utilized throughout the entire construction process to ensure strength and rigidity. The body will be supported by 2.00" (51 mm) x 2.00" (51 mm) x 0.25" (6 mm) wall aluminum tubing. The cross sill tubes will be spaced approximately 15.00" (381 mm) on center and interconnected to the body from front to rear. A 1.00" (25 mm) x 3.00" (76 mm) aluminum bar will be used as a stringer and will be welded to the cross sills. The stringer will be used to mount the body to the chassis frame rails. **ROOF CONSTRUCTION** The roof will be integral with the body construction. The roof will be constructed of 0.125" (3 mm) bright aluminum treadplate and supported by 2.00" (51 mm) square 0.125" (3 mm) wall tubing welded in place approximately 12.00" (305 mm) on center. The roof will be further reinforced with 2.00" (51 mm) square gussets welded approximately every 48.00" (1219 mm). The roof perimeters will be constructed of a 3.00" (76 mm) radius extrusion with an integral drip molding. The roof extrusion will also have an inset allowing the roof panel to be recessed into the extrusion giving further support and sealing effect at the outside edge. The roof panel will be welded to the roof extrusions and supports. All roof seams will be continuously welded. **BODY AND COMPARTMENT SUPPORT** The substructure for the body will not be integral with the body but will be a separate assembly. The bottom of each lower compartment floor will be supported by an under slung steel angle grid that will be bolted to the chassis frame rails with grade 8 bolts in order to transfer major stress to the chassis frame and not through the body. The under slung support will be constructed of 0.50" (13 mm) x 2.50" (64 mm) x 2.50" (64 mm) steel angle vertical supports. Horizontal members will be 0.38" (10 mm) x 2.00" (51 mm) x 3.00" (76 mm) and 0.38" (10 mm) x 2.50" (64 mm) x 3.50" (89 mm) steel angle. The complete substructure will be washed, primed and finish painted before being bolted to the chassis frame. A rubber coating will be applied over the painted under slung support structure for an additional corrosion barrier. A 3.00" (76 mm) x 0.75" (19 mm) rubber liner will be placed on top of the chassis frame rails. The liner will be used to prevent metal to metal contact where the body stringer rests on the chassis frame rails. The compartment floors will be bolted to the under slung substructure and the body will be secured to the chassis frame by a minimum of four (4) tie-down assemblies. Each tie-down assembly will consist of two (2) 2.00" (51 mm) x 6.25" (159 mm) x .75" (19 mm) steel plates and two (2) 14.00" (356 mm) long, 0.50" (13 mm) diameter steel rods. The tie-downs will be easily accessible so that the body may be removed.
0836037	SP	28' Body Length, 28.60.60.Tandem.60, WI, 2-Door No Crew Cab	**BODY LENGTH** The length of the body will be 337.00".
0632264		100" Body Width, WI	**BODY WIDTH** The width of the body will be 100.00". The interior area will be 95.00" wide from wall to wall. **Compartment Depth** **Standard Depth** All standard depth body compartments will measure 30.00" deep from the outside of the body to the rear compartment wall. The usable depth inside each side body compartment will be 28.00" deep. **Transverse** All transverse side body compartments will have a usable depth of 28.00" at the floor level. These compartments will extend over the frame rails through to the other side of the body.
0026143		78" Interior Height, 103.25" Body Height, WI	**BODY HEIGHT** The height of the body without any roof mounted items will be 103.25" high. The height in the interior of the body will be 78.00" high. Additional options may reduce the overall height throughout the interior of the body. These include, but are not limited to the items listed in the table below. **Item** **Change in Interior Height** Roof Mounted A/C with Ducting -2.00" Pierce Slide-out Room -3.00"

0838512	SP	WI, Roof	**ROOF CONFIGURATION** The roof of the body will be provided with two (2) recessed area(s) located as far forward as possible, spanning the full width of the body. The rest of the roof will be flat without any recessed items. **Recessed Area** The recessed area will be constructed of 0.125" aluminum treadplate and will have two (2) 1.00" diameter drain holes. The drains will be routed to drain below the body. The recessed area will be sized appropriately in order to allow proper mounting space and clearance for all roof mounted equipment where the designated mounting location is the recess on the roof of the body. The recess will be configured so that whenever possible, items mounted in the recess will stow below the roof line of the body. If a piece of equipment is taller than the maximum depth of the recess, that item may protrude above the roof line.
0815993	SP	Doors, Roll-up and Lap, AMDOR, Side Compartments	**SIDE COMPARTMENTS** There will both roll-up style doors and lap style doors installed on the side compartments. A total of two (2) compartment doors will be roll-up style doors. The roll-up style doors will be located FORWARD LS/RS COMPARTMENTS. All other side compartment doors will be lap style doors. **Roll-up Door Compartments** The roll-up doors will be double faced, aluminum construction, painted one (1) color to match the lower portion of the body manufactured by AMDOR™ brand roll-up doors. The door will be constructed using 1.00" extruded double wall aluminum slats which will feature a flat smooth interior surface to provide maximum protection against equipment hang-up. The slats will be connected with a structural driven ball and socket hinge designed to provide maximum curtain diaphragm strength. Mounting and adjusting the curtain will be done with a clip system that connects the curtain to the balancer drum allowing for easy tension adjustment without tools. The slats will be mounted in reusable slat shoes with positive snap-lock securement. Each slat will incorporate weather tight recessed dual durometer seals. One (1) fin will be designed to locate the seal within the extrusion. The other fin will serve as a wiping seal which will also allow for compression to prevent water ingression. The door will be mounted in a one (1)-piece aluminum side frame with recessed side seals to minimize seal damage during equipment deployment. All seals including side frames, top gutters and bottom panel are to be manufactured utilizing non-marring materials. The bottom panel flange of roll-up door will be equipped with two (2) cut-outs to allow for easier access with gloved hands. A A polished stainless steel lift bar with locking key latches to be provided for each roll-up door. The keys to be Model 1250 to match all compartment doors. The lift bar will be located at the bottom of door with striker latches installed at the base of the side frames. Side frame mounted door strikers will include support beneath the stainless steel lift bar to prevent door curtain bounce, improve bottom seal life expectancy and to avoid false door ajar signals. All injection molded roll-up door wear components will be constructed of Type 6 Nylon. The door will have a 3.00" diameter ballancer/tensioner drum to assist in lifting the door (garage door style). The header for the roll-up door assembly will not exceed 4.00". A heavy-duty magnetic switch will be used for control of "open compartment door" warning lights. **Lap Door Compartments** All hinged compartment doors will be lap style with double panel construction and fabricated of 0.09", 5052H34 aluminum. Doors will be a minimum of 1.50" thick with a full interior panel. A "C" section reinforcement will be installed between the outer and interior panels. Doors will be provided with a closed cell rubber gasket around the surface that laps onto the body. A second heavy-duty automotive rubber molding with a hollow core will be installed on the door framing that seals onto the interior panel. All compartment doors will have a polished stainless steel continuous hinge, with a pin diameter of 0.25", that is bolted or screwed on with stainless steel fasteners. A strip of isolation tape will be furnished between the hinge and the door jamb. All door lock mechanisms will be fully enclosed within the door panels. Doors will be latched with recessed, polished stainless steel "D" ring handles and Eberhard 106 locks. A rubber gasket will be provided between the "D" ring handle and the door
0836038	SP	28' Body Roll and Lap Doors, 28.60.60.Tandem.60, WI, 2-Door No Crew Cab	**EXTERIOR COMPARTMENTS** The exterior compartment layout, dimensions and requirements will be minimum specifications. The doors will be able to withstand years of rugged service and wear. For this reason, the compartment door design, metal thickness and attachments will be strictly adhered to. The compartment will be constructed of .125" (3 mm)-corrosion resistant aluminum alloy, including all interior panels, floor and sides. The assemblies will be held inside fixtures while being welded. Compartment flooring will be of the sweep out design with the floor higher than the compartment door frame. All compartments will be supported on top, rear and bottom. The rear wall of each exterior compartment will be welded to the cross sills. Drip protection will be provided over all door openings with an integral roof extrusion or aluminum extrusion. **WHEEL WELLS** The rear fenders will be an integral part of the body sides and compartments. The inside of the fender will be fitted with a full circular inner fender liner. All screws and bolts, which protrude into a compartment, will have acorn nuts attached.

0837378	SP	Left Forward Compt, 28" Roll & 60" & 60", Roll and Lap, WI, 2-Door Cab	**LEFT FORWARD COMPARTMENTS** **First Compartment (Transverse)** The first compartment will be located directly behind the cab and above the radius of the front wheelwell. The compartment will be provided with a full-height roll-up door. **Dimensions of First Compartment** **Width** Door Frame Opening: 28.00" wide; Clear Door Opening: 26.50" wide; Interior Compartment Width: 30.88" wide **Height** Door Frame Opening: 42.00" high;
Clear Door Opening: 37.00" high;
Interior Compartment Height: 44.88" high The compartment will be fully transverse. The full Interior Compartment Height will extend over the frame rails through to the other side of the body. The area over the frame rails will be 30.88" wide. The floor in this compartment will be 3.00" above the lower door frame. **Second Compartment** The second compartment will be located below the first compartment and behind the front wheel. The compartment will be provided with a single, vertically hinged lap door. **Dimensions of Second Compartment** **Width** Door Frame Opening: 18.00" wide; Clear Door Opening: 16.50" wide; Interior Compartment Width: 18.25" wide **Height** Door Frame Opening: 19.25" high;
Clear Door Opening: 14.50" high;
Interior Compartment Height: 18.38" high **Third Compartment** The third compartment will be located behind the first and second compartments. The compartment will be provided with vertically hinged, double lap doors. **Dimensions of Third Compartment** **Width** Door Frame Opening: 60.00" wide; Clear Door Opening: 58.50" wide; Interior Compartment Width: 62.50" wide **Height** Door Frame Opening: 64.75" high
Clear Door Opening: 63.00" high
Interior Compartment Height: 66.88" high **Fourth Compartment** The fourth compartment will be located behind the third compartment and directly ahead of the rear wheels.The compartment will be provided with vertically hinged, double lap doors. **Dimensions of Fourth Compartment** **Width** Door Frame Opening: 60.00" wide; Clear Door Opening: 58.50" wide; Interior Compartment Width: 62.50" wide **Height** Door Frame Opening: 64.75" high
Clear Door Opening: 63.00" high
Interior Compartment Height: 66.88" high **Compartment Loading** The first compartment will be capable of holding 800 lb. The area over the frame rails in the first compartment will be capable of holding an additional 1,000 lb. The second compartment will be capable of holding 300 lb. The third and fourth compartments will each be capable of holding 1,400 lb.
0515810		Left Over Wheel Compt, 51.50"-51.50", Roll Door, Tandem, WI	**LEFT OVER WHEEL COMPARTMENTS** **Forward Compartment** A compartment will be provided above the forward tandem wheels. The compartment will be provided with a full-height roll-up door. **Dimensions of Forward Compartment** **Width** Door Frame Opening: 51.50" wide; Clear Door Opening: 49.00" wide; Interior Compartment Width: 54.38" wide **Height** Door Frame Opening: 27.25" high;
Clear Door Opening: 22.25" high;
Interior Compartment Height: 30.13" high **Rear Compartment** A compartment will be provided above the rear tandem wheels. The compartment will be provided with a full-height roll-up door. **Dimensions of Rear Compartment** **Width** Door Frame Opening: 51.50" wide; Clear Door Opening: 49.00" wide; Interior Compartment Width: 57.00" wide **Height** Door Frame Opening: 27.25" high
Clear Door Opening: 22.25" high
Interior Compartment Height: 30.13" high **Compartment Loading** Each compartment will be capable of holding 1,200 lb.

0026105		Left Rear Compt, 60" Roll, WI	**LEFT REAR SIDE COMPARTMENT** The left rear side compartment will be located directly behind the rear wheels. The compartment will be provided with a full-height roll-up door. **Dimensions of Left Rear Side Compartment** **Width** Door Frame Opening: 60.00" wide; Clear Door Opening: 57.50" wide; Interior Compartment Width: 62.50" wide **Height** Door Frame Opening: 56.00" high;
Clear Door Opening: 50.00" high;
Interior Compartment Height: 58.88" high **Compartment Loading** The compartment will be capable of holding 1,400 lb.
0837379	SP	Right Forward Compt, 28" Roll & 60" & 60", Roll and Lap, WI, 2-Door Cab	**RIGHT FORWARD COMPARTMENTS** **First Compartment (Transverse)** The first compartment will be located directly behind the cab and above the radius of the front wheelwell. The compartment will be provided with a full-height roll-up door. **Dimensions of First Compartment** **Width** Door Frame Opening: 28.00" wide; Clear Door Opening: 26.50" wide; Interior Compartment Width: 30.88" wide **Height** Door Frame Opening: 42.00" high;
Clear Door Opening: 37.00" high;
Interior Compartment Height: 44.88" high The compartment will be fully transverse. The full Interior Compartment Height will extend over the frame rails through to the other side of the body. The area over the frame rails will be 30.88" wide. The floor in this compartment will be 3.00" above the lower door frame. **Second Compartment** The second compartment will be located below the first compartment and behind the front wheel. The compartment will be provided with a single, vertically hinged lap door. **Dimensions of Second Compartment** **Width** Door Frame Opening: 18.00" wide; Clear Door Opening: 16.50" wide; Interior Compartment Width: 18.25" wide **Height** Door Frame Opening: 19.25" high;
Clear Door Opening: 14.50" high;
Interior Compartment Height: 18.38" high **Third Compartment** The third compartment will be located behind the first and second compartments. The compartment will be provided with vertically hinged, double lap doors. **Dimensions of Third Compartment** **Width** Door Frame Opening: 60.00" wide; Clear Door Opening: 58.50" wide; Interior Compartment Width: 62.50" wide **Height** Door Frame Opening: 64.75" high
Clear Door Opening: 63.00" high
Interior Compartment Height: 66.88" high **Fourth Compartment** The fourth compartment will be located behind the third compartment and directly ahead of the rear wheels.The compartment will be provided with vertically hinged, double lap doors. **Dimensions of Fourth Compartment** **Width** Door Frame Opening: 60.00" wide; Clear Door Opening: 58.50" wide; Interior Compartment Width: 62.50" wide **Height** Door Frame Opening: 64.75" high
Clear Door Opening: 63.00" high
Interior Compartment Height: 66.88" high **Compartment Loading** The first compartment will be capable of holding 800 lb. The area over the frame rails in the first compartment will be capable of holding an additional 1,000 lb. The second compartment will be capable of holding 300 lb. The third and fourth compartments will each be capable of holding 1,400 lb.

0515814	Right Over Wheel Compt, 51.50"-51.50", Roll Door, Tandem, WI	**RIGHT OVER WHEEL COMPARTMENTS** **Forward Compartment** A compartment will be provided above the forward tandem wheels. The compartment will be provided with a full-height roll-up door. **Dimensions of Forward Compartment** **Width** Door Frame Opening: 51.50" wide; Clear Door Opening: 49.00" wide; Interior Compartment Width: 54.38" wide **Height** Door Frame Opening: 27.25" high;
Clear Door Opening: 22.25" high;
Interior Compartment Height: 30.13" high **Rear Compartment** A compartment will be provided above the rear tandem wheels. The compartment will be provided with a full-height roll-up door. **Dimensions of Rear Compartment** **Width** Door Frame Opening: 51.50" wide; Clear Door Opening: 49.00" wide; Interior Compartment Width: 57.00" wide **Height** Door Frame Opening: 27.25" high
Clear Door Opening: 22.25" high
Interior Compartment Height: 30.13" high **Compartment Loading** Each compartment will be capable of holding 1,200 lb.
0026109	Right Rear Compartment, 60" Roll, WI	**RIGHT REAR SIDE COMPARTMENT** The right rear side compartment will be located directly behind the rear wheels. The compartment will be provided with a full-height roll-up door. **Dimensions of Right Rear Side Compartment** **Width** Door Frame Opening: 60.00" wide; Clear Door Opening: 57.50" wide; Interior Compartment Width: 62.50" wide **Height** Door Frame Opening: 56.00" high;
Clear Door Opening: 50.00" high;
Interior Compartment Height: 58.88" high **Compartment Loading** The compartment will be capable of holding 1,400 lb.
0026154	Entrance, Rear, 78" Interior Height, WI	**REAR ENTRANCE TO BODY INTERIOR** A single rear entrance door will be provided at the rear of the body. The frame to frame measurement of the rear door opening will be 32.25" wide and a minimum of 74.00" high. The rear door will be constructed of 0.09", 5052 aluminum with a full box pan design for strength and appearance. Both the interior and exterior door handles will be flush mounted, chrome plated, paddle type door handles. The outside handle will be located near the bottom of the door, approximately 55.00" from the ground, allowing a person of average height to open the door while standing on the ground. The inside door handle will be located approximately half way up the door in the center. A chrome plated grab handle will be horizontally mounted on the inside of the access door to aid in closing. The door hinge will be full length polished stainless steel with a 0.25" stainless steel pin. The hinge will be attached to the body and door with stainless steel screws or bolts. (hinges that are welded on will not be accepted.) Isolation tape will be furnished between the hinge and the door jam. The door will be furnished with a stainless steel door grabber to hold the door in the open position. The door will close on the non-hinged sides with two (2) air cell, hollow core extruded rubber seals. One (1) seal will be fastened to the door lap and another larger seal fastened to the door opening flange. The bottom seal will be below the flush sweep out walkway. A closed cell rubber seal will be on the hinge side to provide a complete water tight walk-in rescue unit. If the interior of the body is white laminate, the interior surface of the door will be Pierce #10 white. If the interior of the body is any other material, the interior surface of the door will be Pierce #224 silver. There will be two (2) windows provided in the door. One (1) window will be located near the top of the door, and one (1) window will be located near the bottom of the door. Each window will be a half sliding window that measures 17.25" wide x 14.75" high. Each window will be provided with tinted automotive safety glass and a fixed screen on the inside of the window.

0797082	Interior, Walk-In Body, Floor, Walls, Ceiling, Countertop	**INTERIOR CONSTRUCTION** **Interior Floor** The interior floor construction will include a splash shield, sub-floor and finished floor. The splash shield will consist of a metal sheet welded directly to the horizontal floor support tubes. Above the splash shield, will be a moisture impervious, 0.75" composite sub-floor panel. The sub-floor will provide an isolation barrier and bonding medium for the final floor material. The final floor will be covered with black fleck, coin pattern embossed vinyl. The floor will be installed providing a total seal, allowing a complete wash down without any moisture penetrating through to the sub-floor. **Interior Walls/Ceiling** The walkway lower sidewalls (below countertop) will be lined with .125" thick aluminum treadplate. The upper side walls (above the counter tops) will be lined with .25" thick composite panels with gray laminate finsh. The wall covering will include the front and rear walls adjacent to this area. The ceiling will be lined with .25" thick composite panels with gray laminate finsh. **Interior Countertop** The countertops (above the exterior compartments) will be constructed of 0.75" thick composite material, covered with a gray laminate finish overlay. The countertops will be free of any bolts or screws providing a smooth finished surface. **Body Insulation** The ceiling and walls will be insulated using two (2) types of insulating materials providing a combined R-Value range of R13-R17 in the body interior. A 0.25" double sided foil insulation will be installed against the exterior body skin. The material will reduce thermal transfer from the exterior of the body. Installed over the foil insulation, will be a layer of 1.50" thick acoustical foam insulation. The foam insulation will provide an additional thermal barrier and sound deadening properties to the body interior.
0817339	Intermediate Step w/Spcl Depth Storage Compt for Winch Storage	**STEPS** Steps will be provided at the rear entrance door. The steps will consist of the following: One (1) tailboard step that is constructed of bright aluminum treadplate. The step will be the same width as the interior walkway and 10.00" deep. One (1) intermediate step that is constructed of bright aluminum treadplate. The step will be the same width as the interior walkway and 10.00" deep. A compartment will be provided in the intermediate step for storage of a portable winch. The compartment will be full width of the entrance and as deep as possible. The frame rails will be shortened by a minimum of 10.00" in order to provide adequate space for storage of the portable winch. A small recess will be provided at the back of the compartment between the frame rails to store the portable winch receiver tube. The door of the storage compartment will be a one (1) piece lift-up door that is constructed of aluminum treadplate. The door will be comprised of the riser and tread of the intermediate step along with the riser of the step located directly above the intermediate step. The door will be provided with a D-ring handle located in the riser of the intermediate step.
0644245	Lights, Interior, 12 VDC, Rom Durolumen R03851, White LED	**LED INTERIOR CEILING LIGHTS** There will be six (6) Rom Model Durolumen R03851 white LED, 12 volt lights recessed in the ceiling of the body interior. The lights will be equally distributed throughout the body interior providing light to the center walkway.
0554033	Switch, Ceiling Lights, HDR Walk-In	**SWITCH FOR CEILING LIGHTS** The primary ceiling lights will be actuated by an automatic switch actuated with the door and a 12 volt rocker switch near the entrance inside the body.

0821099	Seat, Bench, Side Facing, Lift Up w/Storage	**SIDE FACING LIFT-UP BENCH SEAT WITH STORAGE** A bench seat with storage enclosure will be provided in the interior of the body. The bench seat will be positioned so that it faces the side of the body. The bench seat will be located LEFT SIDE OF THE WALKWAY. The bench will be designed with seating for a total of three (3) primary and secondary seats . Each person will have a separate bottom cushion and separate backrest cushion. Each bottom cushion will be a 22.00" wide padded cushion that is sized to provide a minimum of 15.00" from the front of the cushion to the face of the backrest. Each bottom cushion will be provided with a seat sensor that is connected to the on-board seat belt monitoring system. Each backrest will be a 22.00" wide x 18.50" high padded cushion. The seat cushions will be mounted on top of the storage enclosure. Each cushion will be hinged along the back to provide a means of access to the contents of the storage enclosure. If the bench has more than one (1) seat, multiple seats will be hinged together as a set so they can be lifted together in a single motion. Each set of hinged seats will consist of no more than four (4) seats. Bench seats with more than four (4) seats will be provided with multiple sets of hinged seats (e.g. an 8 person bench seat will have two (2) sets of hinged seats). An automatic retractor type seat belt will be furnished at each seat cushion. An extension will be provided with the seat belt so the male end can be easily grasped and the female end easily located while sitting in a normal position. The upholstery for both the seat cushion(s) and the backrest(s) will be made of 36 oz dark silver gray vinyl material. Seats on this bench will hereafter be referred to in sequential order, starting with Seat 1 and continuing in ascending order for the number of seats desired (Seat 1, Seat 2, Seat 3, etc). Seat 1 will be the seat that is nearest the front of the body. NFPA 1900 2024 section 3.3.70 defines primary seating as "designated by the purchaser to be used by firefighters wearing personal protective clothing and equipment as the apparatus is used in regular service". NFPA 1900 2024 Section 11.1.9.1.1 states primary seating will have a minimum clear width of 20.80" at the hip level and 27.60" at the shoulder level. There will be three (3) of the total seats designated as primary seat(s). The primary seats will be located L/S WALKWAY. NFPA 1900 2024 section 3.3.71 defines secondary seating as "any seating position other than a designated primary seating position that is not intended to be occupied as the vehicle is used in regular service and not intended to be used by firefighters wearing protective clothing". NFPA 1900 2024 Section 11.1.9.1.2 states secondary seating will have a minimum clear width of 20.00" at the hip level and 22.00" at the shoulder level. There will be zero (0) of the total seats designated as secondary seat(s). The secondary seats will be located N/A. **Storage Enclosure** The storage enclosure will be constructed of .125" thick aluminum treadplate. The storage enclosure will be designed to contain an equipment storage rack (equipment and storage racks separately). The length, width, and/or height of the storage enclosure may change in order to accommodate items that are requested to be stored in the rack. At a minimum, the storage enclosure will be 18.00" deep x 18.00" high with an overall width that measures approximately 22.50" wide for each bench seat occupant up to full width of the interior. There will be one (1) vertically hinged door on the end of the end of the storage enclosure that faces the rear of the body. The door shall be provided with a flush lift and turn latch..
0770299	Air Conditioning(15K) w/Heat(6K), 120V Coleman Mach 8, Roughneck, Rooftop, BLK	**HEATING AND AIR CONDITIONING** There will be one (1), Coleman Mach 8 Roughneck, 120 volt low profile air conditioning unit(s) installed on the body roof in the recess front of the body. Each air conditioner will have cooling capacity of 15,000 BTU, heating capacity of 6000 BTU, and include a condensate pump and hose to prevent accumulation of condensate on the roof. This air conditioning unit only comes in black. This air conditioner will be powered from the onboard generator to shoreline power transfer switch. Control will be via A wall mounted digital thermostat capable of controlling the rooftop air conditioner with electric heat element. Each unit will have an overall height of 8.25" and weigh 92 lb.
0055031	Bracket, SCBA, ZICO Universal w/CRS	**SCBA BRACKET** A Zico SCBA bracket with a footplate and collision restraint strap will be provided. A total of three (3) will be provided AT THE REHAB SEATS.
0534542	Cabinet, Interior, Upper Wall, Aluminum, Heavy Nylon Web Door, Up To 72" Wide	**UPPER WALL CABINET** There will be a total of four (4) upper wall cabinet(s) provided in the interior of the body. Each cabinet will extend from the counter top to the ceiling, will be 24.00" deep and will be as wide as possible up to a maximum width of 72.00". The cabinet(s) will be constructed of 0.75" composite material and covered with 0.12" aluminum on both sides, bottom and back wall. The aluminum will have a brushed aluminum finish. Heavy black nylon webbing made of 1.00" nylon strap sewn in a 2.00" box pattern will be provided at the cabinet door opening. The nylon webbing will be permanently mounted at the bottom of the cabinet. The top and sides will be secured with mechanical buckles allowing the webbing to be completely removed from the cabinet storage area. The cabinet(s) located TWO EACH SIDE, EXACT LOCATION AT PRECON.

0534873	Cabinet, Interior, Full Height, Heavy Nylon Web Door, Up To 48" Wide	**FULL HEIGHT CABINET** A full-height cabinet with heavy nylon web door will be provided in the interior of the body. The cabinet will be 24.00" deep. The height of the cabinet will span the full height of the interior from the floor to the ceiling. The width of the cabinet will be as wide as possible up to a maximum of 48.00" wide. The cabinet will be constructed from a composite material with a finish that matches or compliments the interior of the body. Heavy black nylon webbing will be provided at the cabinet door opening. The webbing will be made of 1.00" nylon strap and sewn a 2.00" box pattern. The webbing will be permanently mounted at the bottom of the cabinet. The top and sides will be secured with mechanical buckles allowing the webbing to be completely removed from the cabinet storage area. There will be one (1) cabinet(s) provided. The cabinet(s) will be located FORWARD PORTION OF THE WALK IN AREA, KEEP THE CEILING CLEAR FOR THE AC.
0678353	Lights, Exit Indicator, Wln RSR02ZCR Red, RSG02ZCR Green, Spcl Label 1st	**EXIT INDICATORS** There will be one (1) Whelen Model RSR02ZCR 12 volt DC red LED light with clear lens and chrome flange included in the body interior: This light will be activated when the battery switch is on, the ignition switch is on and the parking brake is released. This light will be labeled "Do Not Exit". There will be one (1) Whelen Model RSG02ZCR 12 volt DC green LED light with clear lens and chrome flange included in the body interior: This light will be activated when the battery switch is on, the ignition switch is on and the parking brake is applied. This light will be labeled "OK To Exit". This pair of lights will be located PER DIRECTION AT THE PRECON.
0004416	Handrail On Ceiling	**CEILING HANDRAIL** Mounted on the ceiling of the body interior will be a rigidly mounted handrail. The handrail will be an anodized aluminum extrusion with a ribbed design to provide a positive gripping surface. There will be three (3) provided RS CEILING .
0045063	Escape Hatch, Skylight	**ESCAPE HATCH WITH SKY LIGHT** Escape hatch with skylight will be provided in the body roof. Skylight will contain a single pane of automotive safety glass. Hatch opening will measure 24.00" x 30.00". Window will measure 15.00" x 22.00". Hatch and hatch frame will be constructed from .125" aluminum treadplate to match the roof of the body. A 2.00" high lip will be provided around the perimeter of the opening to prevent moisture from entering the body. Hatch will be fully welded in place on the body roof. Hatch cover will have a rubber gasket inside to prevent leakage. Hatch cover will be secured with two butterfly - style latches and will have two pneumatic cylinders to hold it in the open position. A "hatch open" indicator light will be provided in the cab. There will be two (2) provided. BEST LOCATION FRONT TO REAR, EVENLY SPACED ON THE ROOF.
0045020	Shelf, Adjustable, Interior	**ADJUSTABLE SHELF IN CABINET** An adjustable shelf will be provided inside an interior cabinet. The shelf will be constructed of 0.188" thick aluminum with 2.00" high sides. The shelf will be as deep and as wide as required for the designated mounting location. The shelf will be secured within the cabinet by means of adjustable threaded fasteners. These fasteners will slide in an extruded aluminum track to provide height adjustment. The shelf and tracks will be finished to match the cabinet it is mounted in. A total of four (4) will be provided and mounted in the cabinet(s) located ONE EACH IN EACH OVERHEAD COMPARTMENT.
0583283	Window, Sliding w/Escape Feature, 34" x 20"	**WINDOW WITH ESCAPE FEATURE** There will be a total of two (2) emergency escape window(s) provided in the body. Each window will be a half sliding window that measures 34.00" wide x 20.00" high. Each window will have tinted automotive safety glass and a fixed screen on the inside of the window. Each window will have an escape feature with egress style release handles mounted on each vertical side of the window and a hinge at the top. The window(s) will be located CENTER FRONT TO REAR, ONE PER SIDE.

0090567	Hitch, Receiver, Sides, Through Body	**SIDE HITCH RECEIVERS** There will be one (1) hitch receiver installed through the body fender panel in front of the rear wheels on each side of the body. The hitch receivers will be constructed of heavy steel tubing and reinforced to the apparatus framework. Each hitch receiver will be tested to provide a 2:1 straight line pull no-yield safety factor over a maximum load rating of 10,000 lb. As a result, each of these hitch receivers will be capable of retaining a portable winch with a rating of no more than 10,000 lb. Each hitch receiver will also be capable of being used for rope operations when used with properly rated equipment. Spring loaded stainless steel doors will be provided on the exterior of the body to cover the ends of receivers in the fender area. Each door will have a flush latch provided to prevent the door from opening while not in use. A stainless steel trim ring will be provided to prevent damage to the exterior finish around the opening. Access to each receiver pin will be provided through the compartment ahead of the receiver and through the fender liner. A small hinged door will be provided to cover the fender access in order to prevent debris from entering the area of the retaining pin. A rubber cover will be provided to cover the access inside the forward compartment to prevent road dust from entering the compartment.
0629341	Rope Anchors, Pair, 9,000 lb Rating	**ROPE ANCHORS** There will be two (2) pairs of chrome plated steel eyebolts installed on the body to serve as rope anchor points. Each anchor will have an inside diameter of 2.00" (51 mm) and will be supported to provide a maximum of 9,000 lb (4,082 kg) no-yield condition with a straight line pull. Each pair of anchors will be installed in the following locations: One (1) on each side of the body in the upper corners at the front of the body One (1) on each side of the body in the upper corners at the rear of the body Third pair of rope anchors not requested Stainless steel scuffplates will be provided behind each anchor point.
0818001	Rope Anchors, Pair, 3,000 lb Rating, Side of Body, Non-NFPA 2024	**ROPE ANCHORS** A total of two (2) pairs of chrome plated steel eyebolts will be installed on the sides of the body to serve as rope anchor points. For each pair of rope anchors selected, there will be one (1) anchor mounted on each side of the body. Each anchor will have an inside diameter of 2.00" (51 mm) and will be supported to provide a maximum of 3,000 lb (1,361 kg) no-yield condition with a straight line pull. The rope anchors will be positioned just below the roof line positioned as high as possible on the side sheet. The specific location(s) of each pair of rope anchors will be UPPER SIDE OF BODY PER THE MARKED UP AD, TWO PER SIDE . NFPA 1900, 2024 edition, section 12.11.2 requires that receivers or anchors installed at any location on the apparatus for use with rope operations will be designed and affixed to the apparatus to provide at least 9,000 lb (4,082 kg) no-yield condition with a straight line pull. These anchors are not rated for 9,000 lb (4,082 kg) no yield condition with a straight line pull. Per the customer's specifications and request of these anchors, this apparatus will be non-compliant to the current edition of applicable NFPA standards effective at time of contract execution.
0078804	Trim, Body Seams, Painted IPO Std.	**TRIM BODY SEAMS** All body seams will be trimmed with the same material as the body construction and painted to match the body paint.
0815694	Blister, Rear Bulkhead Compt Ceiling, Raise Interior Compt Height	**CEILING BLISTER** The ceiling of a rear bulkhead compartment will be blistered to increase the interior height of the compartment and allow for storage of long equipment. The blister will extend into the area immediately above compartment, thereby reducing the amount of space available in the affected area. The clear space (from floor of compartment to the extended height) will be 12.25" less than the body height if there are no other options to consider. The blister will increase the height of the interior of the compartment only. The width and depth of the interior along with the compartment door opening will remain as specified. The affected compartment(s) will be the left and right compartment(s).
0075036	Box, Tool, Poly, Custom Size	**TOOL BOX** Tool box(es) construction of .50" thick plastic with a cut out carrying handle on each end will be provided. The tool box(es) will be held in place to prevent movement while the vehicle is in motion. The exterior box dimensions will be TBD at pre con. There will be ten (10) provided. The tool box(es) will be located lower section of RS5.
0023359	Floor Extension, Compt	**FLOOR EXTENSION** There will be a floor extension from the transversed area over the frame to the compartment door. The extension will have a 1.50" vertical lip and a return bend. The extension will be support by angles off the side partitions of the compartment. A total of four (4) will be provided and located LS4, LS5, RS4, RS5.

0004201		Rack, SCBA Bottles, 7.50" x 7.50"	**STORAGE RACK FOR SPARE SCBA BOTTLES** A storage rack will be provided lower section of LS5 to hold ten (10) spare SCBA bottles. The rack will be built to hold the bottles 5 over 5 horizontal below the floor extension. The rack will be constructed of 0.12" aluminum. The inside of the rack will be left unpainted and the outside of the rack will be painted the same color as the compartment it is installed in. Each storage slot will angle to the rear of the rack in order to minimize the chances of the bottle falling out. A rubber bumper will be provided on the rear wall of each slot to absorb the shock of the bottle being placed into position. Scuff tape material will be applied to the inside of each slot to reduce scratching on the bottle. The inside dimension of each bottle slot will be 7.50" x 7.50".
0629237		Recess For Reels, Walk In	**RECESS FOR REEL** The compartment top will be modified to allow two (2) reel(s) to be recessed. A removable enclosure will be installed around the reel bracket. LS/RS 5.
0636346		Bumper, Not Required, Walk-In or Combination Body	
0793822		Not Required, Water Tank, Rescue	
0023410		Not Required, Overflow	
0028107		Not Required, Foam Cell Modification	
0013534		Not Required, Running Boards	
0690026		Wall, Rear, Body Material, HDR	**REAR WALL, BODY MATERIAL** The rear wall will be smooth and the same material as the body.
0532024	SP	Tow Eyes, (2) w/Winch Receiver Rr/Sides, Under Body, (Tanker/Rescue)	**TOW EYES** Two (2) rear painted "tow" eyes will be located at the rear of the apparatus and will be mounted directly to the chassis frame rails. The inner and outer edges of the tow eyes will be radiused. **PORTABLE WINCH RECEIVER AT THE REAR** A portable winch receiver will be installed at the rear of the apparatus. The portable winch receiver will be constructed of heavy steel tubing and reinforced to the truck framework, for the receiver Slide-in portion will be held in place by one (1) safety pin with clip. 12 volt winch power cable will be routed to the receiver. **PORTABLE WINCH RECEIVER AT THE SIDES** A portable winch receiver will be installed at each side of the apparatus, to the rear of the wheels, under the rear platform. The side portable winch receivers will be constructed of heavy steel tubing and reinforced to the truck framework. Slide-in portion will be held in place by one (1) safety pin with clip. 12 volt winch power cable will be routed to the receiver.
0556162		Not Req'd, Compt Blister in Front of Rear Axle	
0045159		Guard, Drip Pan, S/S, L-Shape, Cover Bottom and Rear of Rollup Door Roll	**DOOR GUARD** The two (2) compartment doors will include an L-shaped guard designed to protect the bottom and interior side of the roll-up door from damage when in the retracted position and contain any water spray while the door is being opened. The guard will be fabricated from stainless steel and installed each roll up door.
0795390		Pull Strap for Rollup Doors, Amdor Flex-HD	**ROLLUP DOOR PULL STRAP** There will be two (2) compartment doors provided with Amdor Flex-HD pull straps. The compartment door(s) to be provided with a pull strap will be FORWARD COMP EACH SIDE
0611794		Trim, Rollup Door, Painted Door Color, Amdor	**ROLL-UP DOOR TRIM** The exterior of the aluminum trim around the door opening will be painted to match the color of the applicable door. There will be two (2) compartments located FORWARD COMP EACH SIDE with the trim painted.

0689547	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, HDR	**COMPARTMENT LIGHTING** There will be ten (10) compartments with Pierce LED compartment light strips. The strips will be centered vertically along each side of the door framing. Any remaining compartments will include 6.00" diameter Truck-Lite, Model: 79384 light in each enclosed compartment. Each light will have a number 1076 one filament, two wire bulb. Opening the compartment door will automatically turn the compartment lighting on.
0606056	Lights, Hatch Compt, Not Required, HDR	
0652247	Shelf, Adjustable, 500 lb Capacity, Standard Depth, HDR	**STANDARD DEPTH ADJUSTABLE SHELF** An adjustable shelf will be provided. The shelf will be constructed of 0.188" thick aluminum with 2.00" high sides. The shelf will be provided painted spatter gray. The shelf will be as deep as possible for a standard depth compartment, and as wide as possible for the specified mounting location. The shelf will be secured within the compartment by means of adjustable threaded fasteners. These fasteners will slide in an extruded aluminum track to provide height adjustment. The shelf will have a load capacity of 500 lb. A total of ten (10) shelves will be provided LS 2-3 RS 2-3 RS1 X3, LS1 X 3.
0667235	Cable, Single Hand Operation, Tilt/Slide Out, Utility Trays	**SINGLE HANDED CABLE LATCH** A cable will be provided to tie together the two (2) spring loaded locks that are provided as standard at the front of a slide-out/tilt tray in order to provide single hand operation of the tray. The single hand operation cable will be provided on a total of eight (8) slide-out trays located all slide out trays.
0652283	Tray, 250 lb Slide-Out, 2" Sides - Adj. Height, Standard Depth Compt, HDR	**STANDARD DEPTH SLIDE-OUT ADJUSTABLE HEIGHT TRAY** There will be four (4) slide-out trays provided. Each tray will have 2.00" high sides and a capacity rating of up to 250 lb in the extended position. Each tray will be as deep as possible for a standard depth compartment and as wide as possible for the specified mounting location. Each tray will be provided painted spatter gray. Each tray will be mounted on a pair of side mounted slides. The slide mechanisms will have ball bearings for ease of operation and years of dependable service. The slides will be mounted to shelf tracks to allow the tray to be adjustable up and down within the designated mounting location. An automatic lock will be provided for both the in and out tray positions. The lock trip mechanism will be located at the front of the tray and will be easily operated with a gloved hand. The tray(s) will be located LS2 x 2 LS3 x 2.
0646980	Tray, Floor Mounted, Slide-Out, Standard Depth Compt, 500lb, 2.00" Sides, HDR	**STANDARD DEPTH SLIDE-OUT FLOOR MOUNTED TRAY** There will be four (4) floor mounted slide-out tray(s) with 2.00" sides provided LS4-5 RS 4-5. Each tray will be rated for up to 500 lb in the extended position. The tray(s) will be constructed of 0.19" aluminum. The finish will be painted spatter gray. Each tray will be mounted on two (2) under mount, roller bearing type slides. Each slide will be rated at 250 lb with a factor of safety of two (2). To ensure years of dependable service the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117. To ensure years of easy operation, the slide will require no more than a 50 lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request. Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.
0725634	Cabinet, Drawer Assembly, CTECH, Four Drawers, Up To 48" Wide, 24" Deep	**DRAWER ASSEMBLY** A slide-out drawer assembly will be installed LS4. The clear dimensions starting at the top of the cabinet with the first drawer will be 2.00" with a face plate that is 3.00" high x 21.00" deep. The clear dimensions of the second drawer will be 5.75" with a face plate that is 6.00" high x 21.00" deep. The clear dimensions of the third drawer will be 5.75" with a face plate that is 6.00" high x 21.00" deep. The clear dimensions of the fourth drawer will be 5.75" with a face plate that is 6.00" high x 21.00" deep. Each drawer will be the same width and not exceed 48.00". The drawers will have a capacity of 250 pounds. The drawers will be mounted in a cabinet housing constructed of light gray powder coated aluminum with anodized aluminum frames. The housing will be 24.00" deep, and completely enclose the drawer. A full-length aluminum extruded rail will be provided at the top edge of each drawer. This rail will act as the latching mechanism as well as the handle for each drawer. There will be a total of one (1) provided.

0648489	Toolboard, Slide-out, Alum, .188", Peg Board, Standard Depth, HDR	**STANDARD DEPTH SLIDE-OUT TOOLBOARD** A slide-out aluminum toolboard will be provided. The toolboard will be constructed of 0.19" thick aluminum that is painted spatter gray to match compartment interior. The toolboard will be provided with 0.20" diameter holes in a pegboard pattern with 1.00" centers between holes. A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard. A handhold cutout will be provided on the outboard edge of the toolboard. The toolboard will be as deep as possible for a standard depth compartment, and as tall as possible for the specified mounting location. The toolboard will be mounted on an under mount, roller bearing type slide that is rated for 250 lb with a factor of safety of two (2). To ensure years of dependable service the slide will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117. To ensure years of easy operation, the slide will require no more than a 50 lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request. The slide will be mounted to a shelf type track to allow side adjustment of the tool board. A positive lock will be provided to allow the toolboard to be locked in both the stowed and extended positions. A total of One (1) standard depth slide-out toolboard(s) will be provided. The toolboard(s) will be located LS1, EXACT LOCATION AT PRECON.
0622249	Toolboard, Alum, Adj, Added to Standard Depth Slide-Out Tray	**TOOLBOARD ADDED TO STANDARD DEPTH SLIDE-OUT TRAY** An aluminum toolboard will be provided and mounted in a standard depth slide-out tray (tray not included). The toolboard will be constructed of 0.19" thick aluminum that is painted spatter gray to match compartment interior. The toolboard will be provided with 0.20" diameter holes in a pegboard pattern with 1.00" centers between holes. A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard. The toolboard will span the full depth of the standard depth slide-out tray and will be as tall as possible for the specified mounting location. The toolboard will be mounted on aluminum tracks to allow for side-to-side adjustment within the tray. The total capacity rating of the toolboard will vary depending on the tray it is mounted in (capacity rating for the toolboard will match the capacity rating of the tray it is mounted in). Four (4) toolboard(s) will be provided and mounted in the slide-out tray(s) located LS/RS4 LS/RS5.
0726451	Partition, Vertical Compt	**VERTICAL COMPARTMENT PARTITION** One (1) partition will be bolted in LS2. Each partition will be the full vertical height of the compartment.
0659383	Matting, Turtle Tile w/Ramp, Compartment Floors	**MATTING, COMPARTMENT FLOOR** Turtle Tile compartment matting will be provided in seven (7) compartments on the compartment floor. The locations are, LS1, LS2, LS3, RS2, RS3, RS4, RS5. The Turtle Tile will be black and the leading edge of the matting will include the beveled edge. The beveled edge will be black.
0544203	Matting, Turtle Tile, Hatch Compartment Floor, Each	**MATTING, FLOOR OF HATCH COMPARTMENT** There will be Turtle Tile compartment matting provided on the floor of the designated hatch compartment(s). The color of Turtle Tile matting will be black. The Turtle Tile matting will be provided on the floor of a total of two (2) hatch compartment(s) located each hatch compartment.
0028026	Matting, Turtle Tile, Compartment Shelving Only	**MATTING, COMPARTMENT SHELVING** Turtle Tile compartment matting will be provided in 13 shelves. The locations are, each shelf and tray. The color of the Turtle Tile will be black.
0004016	Rub Rail, Aluminum Extruded, Side of Body	**RUB RAIL** Bottom edge of the side compartments will be trimmed with a bright aluminum extruded rub rail. Trim will be 2.12" high with 1.38" flanges turned outward for rigidity. The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.
0560198	Fender Crowns, Rear, S/S, 2 Pair, Wider Than Standard	**BODY FENDER CROWNS** Stainless steel fender crowns will be provided around the rear wheel openings. These fender crowns must be wide enough to prevent splashing onto the body from the specified rear tires. A rubber welting will be provided between the body and the crown to seal the seam and restrict moisture from entering.
0519848	Not Required, Hose, Hard Suction, No Pump	

0726242	Hopper, Oil Dry, Inside Compartment, Plexiglass Sight	**OIL DRY HOPPER** There will be an oil dry hopper installed in the RS1 compartment. A door will be provided on the top of the oil dry bin to allow refilling of the bin. The bin will be sized for storage of 150 lb or 25.3 gallons (5850 cubic inch) of clay-based oil dry absorbent material. The hopper will have a hand valve on the bottom to control the release of the material. The absorbent material will be discharged through a PVC tube through the floor of this compartment allowing a bucket to be placed under the truck and filled. A plexiglass sight will be provided in the hopper to show oil dry level within the hopper.
0044229	No Extension Ladder Req'd	
0074231	No Roof Ladder Required	
0074248	Not Required, Folding Ladder	
0540739	Not Required, Rack, Equipment Storage	
0756045	Rack, Equipment Storage, Walk-In Body, Interior	**LADDER/EQUIPMENT STORAGE** The apparatus will be equipped with a ladder/long equipment storage rack located in the interior walkway of the body. The rack will be constructed of one (1) storage trough. The troughs will be accessible from the rear compartment of the body. The storage trough(s) will be arranged allowing equipment to be removed independently without the removal of adjacent equipment. The storage troughs will be configured A SINGLE U-SHAPED TROUGH SIZED TO FIT THREE 3/4" SHEETS OF PLYWOOD, 3 TO THE FRONT AND 3 MORE TO THE REAR OF THE TRUCK, ALL ON EDGE. MOUNTED AT LEAST 3.00" FROM THE INTERIOR CABINETS. STRAPPED TO CABINET.. The storage trough(s) will be mounted minimizing the forward compartment area required to accommodate the configuration. The storage configuration will be provided with a single retaining strap with hook and loop fastener to secure and prevent equipment from migrating to the rear of the apparatus while in motion.
0600564	Bell, 12" Chrome w/Eagle, Mounted on Cab Corner, Vel/Imp	**BELL** A chrome plated, 12.00" bronze cast bell, complete with an eagle, will be mounted on the passenger side radiused corner of cab face. The cab will be properly reinforced to support the weight of the bell. A rope pull, for the bell, will be installed inside the cab.
0838836	Step, Rear, Swing Down, Gas Assist Cylinders, HDR, MUX	**SWING DOWN STEP** A swing down style rear access step will be installed onto the rear tailboard. The step will swing up and stow above the tailboard in the "up" position and swing down for use as a stepping surface in the "down" position. A chrome plated lift handle will be provided on the underside of the step to aid in raising and lowering the step. The step will be provided with gas assist cylinders to secure the step in the up and down positions. The step will be fabricated from polished aluminum treadplate with No Insert. Size of Step Non-Walk-In Body 38.50" wide x 8.00" deep Walk-In Body 31.50" wide x 8.00" deep When the step is in the "down" position, a text message will be displayed on the Vehicle Information Center multiplex display screen that reads "Rear Step Not Stowed". When deployed, the step will meet the NFPA requirement for minimum stepping height from the ground.
0518339	Not Required, Pump House, Rescue	
0092531	Not Required, Pump House Structure	
0796159	Not Required, Pump, Rescue	
0012216	No Seal/Packing Required	
0012690	Not Required, Trans, Pump	

0669703	Not Required, Pumping Mode
0024484	Not Required, Pump Shift
0046295	Transmission Lock-up, Not Req'd, NO PUMP
0046296	Not Required, Auxiliary Cooling System, NO PUMP
0046283	Not Required, Transfer Valve, NO PUMP
0024513	Not Required, Intake Relief Valve
0046403	No Relief Valve Req'd, No Pump
0012336	No Pump Primer Req'd
0012816	Not Required, Pump Manuals
0090789	Not Required, Plumbing, No Pump
0046371	Not Required, No Plumbing or Foam System
0796254	No Main Inlet Required, Rescue No Pump
0584002	Not Required, Cap, Main Pump Inlet, No Side Inlet Caps Required, No Pump
0089389	No Valves, (No Pump)
0074685	Not Required, Inlet Installation
0064700	Not Required, Inlet Control
0055600	Not Required, Auxiliary Inlet, Left Side
0029147	Not Required, Inlet, Right Side
0681723	No Bleeder Valve, No Pump
0681730	Not Required, Tank to Pump, No Pump
0074900	Not Required, Tank Fill
0089394	Not Required, Outlet Control, No Pump
0551181	Not Required, Outlet, Left Side, Rescue

0055095	Not Required, Elbow, Left Side Outlets, 2.50"
0092570	Not Required, Outlets, Left Side Additional
0021143	Not Required, Outlet, Right Side
0021134	Not Required, Elbow, Right Side Outlets, 2.50"
0092571	Not Required, Outlets, Right Side Additional
0545326	Not Required, Outlet, Large Diameter, No Pump
0007308	Not Required, Elbow, Large Diameter Outlet
0092572	Not Required, Outlet, Front
0728255	Not Required, Caps/Plugs for 1.00" to 3.00" Discharges/Inlets
0089391	Valve, Bleeder - None Req'd, (No Pump)
0029106	Not Required, Deluge Outlet
0029302	No Monitor Requested
0029304	No Nozzle Req'd
0029107	No Deluge Mount
0723726	Speedlay Module Not Required
0722432	Hose Restraint Not Required, No Speedlay Module
0723395	Speedlays, Not Required
0723394	Speedlays, Not Required
0519936	Not Required, 1.50" Crosslays, Rescue
0500535	Not Required, Hose Restraint, Crosslay
0029260	Not Required, Speedlays
0750536	Hose Restr, Spdly, Not Required, No Spdly
0046372	Not Required, Foam System, Pump, or Plumbing
0012126	Not Required, CAF Compressor

0552517	Not Required, Refill, Foam Tank	
0042573	Not Required, Foam System Demonstration	
0045465	Not Required, Foam Tanks	
0091110	Not Required, Foam Tank Drain	
0091079	Not Required, Foam Tank #2	
0091112	Not Required, Foam Tank #2 Drain	
0738072	Approval Dwg, Pump Panel(s), Not Required	
0000261	Not Required, Pump Panel Layout	
0030701	Not Required, Material, Pump Panels, No Panel	
0046495	Not Required, Pump Access, No Pump	
0634458	Not Required, No Chassis Engine Gauges @ Pump Panel	
0046400	Throttle, Engine, Not Required, No Pump/Skid Pump	
0892618	Not Required, Indicator Light, Pump Panel, No Pump or Skid Pump	
0046378	Not Required, Gauges, Vac/Pressure, No Pump	
0046375	Not Required, Gauges, No Pump	
0006774	Not Required, Foam Level Gauge	
0046280	Not Required, Light Shield, No Pump	
0837187	Air Horns, (2) Grover Stuttertone, 6" Round, In Bumper	**AIR HORN SYSTEM** Two (2) Grover air horns will be recessed in the front bumper. The air horns will be chrome. The air horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed to prevent the loss of air in the brake system.
0606834	Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	**Air Horn Location** The air horns will be located on each side of the bumper, just outside of the frame rails.
0757092	Control, Air Horn, Multi Select	**Air Horn Control** The air horn(s) will be activated by the following:
0757080	Control, Air Horn, Ft Sw, RS	Right side foot switch

0757081	Control, Air Horn, Ft Sw, LS	Left side foot switch
0819024	Siren, Wln 295HFS2 Remote, Single Amp, Other Speaker, Non-NFPA 2024	**ELECTRONIC SIREN** A Whelen 295HFS2, electronic remote siren with noise canceling microphone will be provided. This siren to be active when the battery switch is on and that emergency master switch is on. NFPA 1900, 2024 edition, Section 10.8.1.1 requires the siren manufacturer to certify the siren as meeting the requirements of SAE J1849, *Emergency Vehicle Sirens*. Per the fire department specification, the siren and siren speaker come from separate manufacturers and a certification is therefore not valid. The apparatus will be non compliant to NFPA 1900 standards at time of contract execution.
0510206	Location, Elect Siren, Recessed Overhead In Console	Electronic siren head will be recessed in the overhead console above the engine tunnel on the driver side.
0748306	Control, Elec Siren, Multi Select	**ELECTRONIC SIREN CONTROL** The electronic siren will be activated by the following:
0748294	Control, Elec Siren, Ft Sw, LS	The left side foot switch.
0601330	Speaker, (1) Federal, ES100C w/ESFMT-EF Recess Mnt & S/S Grille	**SPEAKER** There will be one (1) Federal Signal DynaMax®, Model ES100, 100 watt speaker provided. The speaker will use a Federal Signal, Model ESFMT-EF, recess mount with stainless steel grille. The speaker will be connected to the siren amplifier.
0601555	Location, Speaker, Frt Bumper, Recessed, Left Side, Outside Frame,Outbrd (Pos 7)	The speaker will be recessed in the left side of the front bumper, towards the outside.
0895310	Siren, Federal Q2B	**AUXILIARY MECHANICAL SIREN** There will be a Federal Signal Model Q2B mechanical siren furnished and installed in the front of the apparatus. The Q2B will be chrome finish. The siren will have a 2-gauge cable connected to a power solenoid that is connected by a 2-gauge cable ran battery direct to the primary chassis batteries and will be labeled Q2B+ at the battery. The power solenoid will only be enabled when the emergency master switch is on. The siren will have a 2-gauge ground wire connected to the chassis battery stud. The cable will be labeled Q2B- at the battery.
0578974	Siren, Mechanical, Recessed In Grille, Imp/Vel	The mechanical siren will be mounted recessed in the front grille. The siren mounting will include a reinforcement plate.
0748305	Control, Mech Siren, Multi Select	**MECHANICAL SIREN CONTROL** The mechanical siren will be activated by the following:
0748281	Control Mech Siren, Ft Sw RS	Right side foot switch
0748282	Control Mech Siren, Ft Sw LS	Left side foot switch.
0736691	Sw, Siren Brake, Momentary Chrome Push Button, LS	A momentary chrome push button switch will be included in the left side dash panel to activate the siren brake.
0740391	Sw, Siren Brake, Momentary Chrome Push Button, RS	A momentary chrome push button switch will be included in the right side dash panel to activate the siren brake.
0002623	Cut-Out, Mech Siren, Interlock to Prk Brk	**MECHANICAL SIREN INTERLOCK** The mechanical siren will be interlocked to shutoff whenever parking brake is applied. The interlock will disconnect the power only.
0746353	Not Required, Warning Lights Intensity	

0786656	SP	Lightbar, Wln, Freedom IV-Q, 81", RRRRsrRRRWWRRRsrRRRR	**FRONT ZONE UPPER WARNING LIGHTS** There will be one (1) 81.00" Whelen® Freedom™ IV LED lightbar mounted on the cab roof. The lightbar will include the following: One (1) red flashing LED module in the driver's side end position. One (1) red flashing LED module in the driver's side front corner position. One (1) red flashing LED module in the driver's side first front position. One (1) red flashing LED module in the driver's side second front position. One (1) steady red burning LED module in the driver's side third front position. One (1) red flashing LED module in the driver's side fourth front position. One (1) red flashing LED module in the driver's side fifth front position. One (1) red flashing LED module in the driver's side sixth front position. One (1) white flashing LED module in the driver's side seventh front position. One (1) white flashing LED module in the driver's side seventh front position. One (1) red flashing LED module in the passenger's side sixth front position. One (1) red flashing LED module in the passenger's side fifth front position. One (1) red flashing LED module in the passenger's side fourth front position. One (1) steady red burning LED module in the passenger's side third front position. One (1) red flashing LED module in the passenger's side second front position. One (1) red flashing LED module in the passenger's side first front position. One (1) red flashing LED module in the passenger's side front corner position. One (1) red flashing LED module in the passenger's side end position. There will be clear lenses included on the lightbar. There will be a switch installed in the cab on the switch panel to control this lightbar. The white flashing LED modules will be disabled when the parking brake is applied. The red flashing LED modules in the front positions may be load managed when the parking brake is applied.
0897602		Light, Front Zone, Wln M6** M6** M6** M6**, 4 Lts	**CAB FACE WARNING LIGHTS** There will be four (4) Whelen®, Model M6**, 4.31" high x 6.75" wide x 1.37" deep flashing LED warning lights with chrome trim installed on the cab face, above the headlights. The left side outside warning light to include red LEDs. The left side inside warning light to include red LEDs. The right side inside warning light to include red LEDs. The right side outside warning light to include red LEDs. The warning light lens color(s) to be clear. The lights will be controlled per the following: A switch in the cab on the switch panel will control the lights. White LED will be deactivated when the parking brake is applied. Amber LEDs will be activated when the parking brake is applied. Amber, blue, green or red LEDs in the inside positions may be load managed when the parking brake is applied.
0558676		Daytime Running Lights, Headlights, Vel/Imp, Enf/AXT-MUX, (Low Beam)	**DAYTIME RUNNING LIGHTS (HEADLIGHTS)** The low-beam headlights used as daytime running lights will be activated with the following measures: Ignition switch is turned on Parking brake is released These lights will be deactivated with any one of the following measures: Headlight switch is turned on High-beam flash is turned on Parking brake is set
0653937		Flasher, Headlight Alternating	**HEADLIGHT FLASHER** The high beam headlights will flash alternately between the left and right side. There will be a switch installed in the cab on the switch panel to control the high beam flash. This switch will be live when the battery switch and the emergency master switches are on. The flashing will automatically cancel when the hi-beam headlight switch is activated or when the parking brake is set.
0540692		Lights, Side Zone Lower, Wln M6*C LED, Clear Lens, 3pr, Ovr 25	**SIDE ZONE LOWER LIGHTING** There will be six (6) Whelen®, Model M6*C, flashing LED warning lights with chrome trim installed per the following: Two (2) lights, one (1) each side on the front custom cab corner. The side front lights to be red. Two (2) lights, one (1) each side of cab rearward of crew cab doors. The side middle lights to be red. Two (2) lights, one (1) each side located between the tandems. The side rear lights to be red. The lights will include clear lenses. There will be a switch in the cab on the switch panel to control the lights.
0745863		Lights, Side, Wln M9** LED, Trm Fet 2nd	**SIDE WARNING LIGHTS** There will be two (2) Whelen®, Model M9**, 6.50" high x 10.37" wide x 1.37" deep flashing LED warning light(s) with chrome trim provided, each side of the crew cab, behind the doors, as high as possible. The light(s) to include red LEDs. The warning light lens color(s) to be clear. These lights will be activated with the side warning switch. White LEDs will be deactivated when the parking brake is applied. Amber, blue, green or red LEDs may be load managed when the parking brake is applied.

0745867	Lights, Side, Wln M9** LED, Trm Fet 1st	**SIDE WARNING LIGHTS** There will be two (2) Whelen®, Model M9**, 6.50" high x 10.37" wide x 1.37" deep flashing LED warning light(s) with chrome trim provided, upper forward hatch compartment, each side. The light(s) to include red LEDs. The warning light lens color(s) to be clear. These lights will be activated with the side warning switch. White LEDs will be deactivated when the parking brake is applied. Amber, blue, green or red LEDs may be load managed when the parking brake is applied.
0564655	Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing	**REAR ZONE LOWER LIGHTING** There will be two (2) Whelen®, Model M6*C, LED flashing warning lights located at the rear of the apparatus. The driver's side rear light to be red The passenger's side rear light to be red Both lights will include a lens that is clear. There will be a switch located in the cab on the switch panel to control the lights.
0541155	Lights, Rear/Side Up Zone, Wln M9*C LED, Clear Lens 4lts	**WARNING LIGHTS (Rear and Side upper zones)** Four (4) Whelen, model M9*C LED flashing warning lights will be provided at the rear of the apparatus. The side rear upper light(s) on the driver's side to be red. The rear upper light(s) on the driver's side to be red. The rear upper light(s) on the passenger's side to be red. The side rear upper light(s) on the passenger's side to be red. These lights will include a lens that is clear. There will be a switch located in the cab on the switch panel to control the lights.
0006551	Not Required, Lights, Rear Upper Zone Blocking	
0791528	Light, Traffic Directing, Wln TAL65, 36.00" Long, TACTL5	**TRAFFIC DIRECTING LIGHT** There will be one (1) Whelen®, Model TAL65, 36.00" long x 2.87" high x 2.25" deep, amber LED traffic directing light installed at the rear of the apparatus. The Whelen, Model TACTL5, control head will be included with this installation. The controller will be energized when the battery switch is on. The auxiliary flash to be activated when the emergency master switch is on.
0586458	Location, TDL, Surface Mounted with Painted Box	This traffic directing light will be surface mounted with a smooth aluminum box, painted to match the surface that it is being mounted on, at the rear of the apparatus as high as practical.
0530282	Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	The traffic directing light control head will be located in the driver side overhead switch panel in the right panel position.
0006646	Electrical System, 120/240VAC, General Design	**ELECTRICAL SYSTEM GENERAL DESIGN for ALTERNATING CURRENT** The following guidelines will apply to the 120/240 VAC system installation: **General** Any fixed line voltage power source producing alternating current (ac) line voltage will produce electric power at 60 cycles plus or minus 3 cycles. Except where superseded by the requirements of the current edition of applicable NFPA standards, all components, equipment and installation procedures will conform to NFPA 70, National Electrical Code (herein referred to as the NEC). Line voltage electrical system equipment and materials included on the apparatus will be listed and installed in accordance with the manufacturer's instructions. All products will be used only in the manner for which they have been listed. **Grounding** Grounding will be in accordance with Section 250-6 "Portable and Vehicle Mounted Generators" of the NEC. Ungrounded systems will not be used. Only stranded or braided copper conductors will be used for grounding and bonding. An equipment grounding means will be provided in accordance with Section 250-91 (Grounding Conductor Material) of the NEC. The grounded current carrying conductor (neutral) will be insulated from the equipment grounding conductors and from the equipment enclosures and other grounded parts. The neutral conductor will be colored white or gray in accordance with Section 200-6 (Means of Identifying Grounding Conductors) of the NEC. In addition to the bonding required for the low voltage return current, each body and driving or crew compartment enclosure will be bonded to the vehicle frame by a copper conductor. This conductor will have a minimum amperage rating of 115 percent of the nameplate current rating of the power source specification label as defined in Section 310-15 (amp capacities) of the NEC. A single conductor properly sized to meet the low voltage and line voltage requirements will be permitted to be used. All power source system mechanical and electrical components will be sized to support the continuous duty nameplate rating of the power source. **Operation** Instructions that provide the operator with the essential power source operating instructions, including the power-up and power-down sequence, will be permanently attached to the apparatus at any point where such operations can take place. Provisions will be made for quickly and easily placing the power source into operation. The control will be marked to indicate when it is correctly positioned for power source operation. Any

control device used in the drive train will be equipped with a means to prevent the unintentional movement of the control device from its set position.
A power source specification label will be permanently attached to the apparatus near the operator's control station. The label will provide the operator with the following information:
Rated voltage(s) and type (ac or dc)
Phase
Rated frequency
Rated amperage
Continuous rated watts
Power source engine speed
Direct drive (PTO) and portable generator installations will comply with Article 445 (Generators) of the NEC.

Overcurrent protection

The conductors used in the power supply assembly between the output terminals of the power source and the main over current protection device will not exceed 144.00" (3658 mm) in length.
For fixed power supplies, all conductors in the power supply assembly will be type THHW, THW, or use stranded conductors enclosed in nonmetallic liquid tight flexible conduit rated for a minimum of 194 degree Fahrenheit (90 degrees Celsius).
For portable power supplies, conductors located between the power source and the line side of the main overcurrent protection device will be type SO or type SEO with suffix WA flexible cord rated for 600-volts at 194 degrees Fahrenheit (90 degrees Celsius).

Wiring Methods

Fixed wiring systems will be limited to the following:
Metallic or nonmetallic liquid tight flexible conduit rated at not less than 194 degrees Fahrenheit (90 degrees Celsius)
or
Type SO or Type SEO cord with a WA suffix, rated at 600 volts at not less than 194 degrees Fahrenheit (90 degrees Celsius)
Electrical cord or conduit will not be attached to chassis suspension components, water or fuel lines, air or air brake lines, fire pump piping, hydraulic lines, exhaust system components, or low voltage wiring. In addition the wiring will be run as follows.
Separated by a minimum of 12.00" (305 mm), or properly shielded, from exhaust piping
Separated from fuel lines by a minimum of 6.00" (152 mm) distance
Electrical cord or conduit will be supported within 6.00" (152 mm) of any junction box and at a minimum of every 24.00" (610 mm) of continuous run. Supports will be made of nonmetallic materials or corrosion protected metal. All supports will be of a design that does not cut or abrade the conduit or cable and will be mechanically fastened to the vehicle.

Wiring Identification

All line voltage conductors located in the main panel board will be individually and permanently identified. The identification will reference the wiring schematic or indicate the final termination point. When prewiring for future power sources or devices, the unterminated ends will be labeled showing function and wire size.

Wet Locations

All wet location receptacle outlets and inlet devices, including those on hardwired remote power distribution boxes, will be of the grounding type provided with a wet location cover and installed in accordance with Section 210-7 "Receptacles and Cord Connections" of the NEC.
All receptacles located in a wet location will be not less than 24.00" (610 mm) from the ground.
Receptacles on off-road vehicles will be a minimum of 30.00" (762 mm) from the ground.
The face of any wet location receptacle will be installed in a plane from vertical to not more than 45 degrees off vertical. No receptacle will be installed in a face up position.

Dry Locations

All receptacles located in a dry location will be of the grounding type. Receptacles will be not less than 30.00" (762 mm) above the interior floor height.
All receptacles will be marked with the type of line voltage (120-volts or 240-volts) and the current rating in amps. If the receptacles are direct current, or other than single phase, they will be so marked.

Listing

All receptacles and electrical inlet devices will be listed to UL 498, Standard for Safety Attachment Plugs and Receptacles, or other appropriate performance standards. Receptacles used for direct current voltages will be rated for the appropriate service.

Electrical System Testing

The wiring and associated equipment will be tested by the apparatus manufacturer or the installer of the line voltage system.
The wiring and permanently connected devices and equipment will be subjected to a dielectric voltage withstand test of 900-volts for one (1) minute. The test will be conducted between live parts and the neutral conductor, and between live parts and the vehicle frame with any switches in the circuit(s) closed. This test will be conducted after all body work has been completed.
Electrical polarity verification will be made of all permanently wired equipment and receptacles to determine that connections have been properly made.

Operational Test per Current Edition NFPA Standard

The apparatus manufacturer will perform the following operation test and ensure that the power source and any devices that are attached to the line voltage electrical system are properly connected and in working order. The test will be witnessed and the results certified by an independent third-party certification organization.
The prime mover will be started from a cold start condition and the line voltage electrical system loaded to 100 percent of the nameplate rating.
The power source will be operated at 100 percent of its nameplate voltage for a minimum of two (2) hours unless the system meets category certification as defined in the current edition of applicable NFPA standards.
Where the line voltage power is derived from the vehicle's low voltage system, the minimum continuous electrical load as defined in the current edition of applicable NFPA standards will be applied to the low voltage electrical system during the operational test.

0819272	Generator, Harrison, 25kW, 1 Phase, PTO Shaft Drive (25KW Cont. Rating)	**25KW SINGLE PHASE, PTO GENERATOR** The generator will be a single phase, four (4)-wire 120/240 volts AC, Harrison Hydra-Gen, 25KW driven by a transmission "power takeoff" attached to the transmission. Generator will have a built-in automatic voltage control. Generator will be: Continuous Duty Rating: 25,000 watts Phase: Single Nominal Cycles: 60 hertz Nominal Amp Rating: 104 at 240-volts Engine Speed at Engagement: Idle Engine Speed Engaged: 1100-1400 rpm range Generator RPM: 1800 rpm The output of the generator will be controlled by an electronic governor. The main chassis transmission PTO will power the generator. The generator will be operable in the stationary mode. There will be a shift control located inside the cab with an indicator light to note PTO engagement. The automatic high idle will be activated through interlocks only after the chassis parking brake is set, the truck transmission is in neutral and the generator PTO has been engaged. To properly monitor the generator performance and load demands during operation, a digital generator meter display will be provided and a digital engine monitor will be mounted near the panel board. The generator meter display will constantly monitor and display the following items: Frequency Amperage Voltage
0016645	Location, PTO Generator, Between the Frame Rails	**GENERATOR LOCATION** The generator will be mounted under the body between the frame rails.
0009440	Starting Sw, Truck Engine Powered Gen, Cab and Breaker Box	**GENERATOR START** A switch will be located on the cab instrument panel and at the breaker panel area to engage the generator.
0016757	Not Required, Remote Start, Generator	
0016740	Not Required, Fuel System	
0016767	Not Required, Oil Drain Extension, Generator	
0036738	Circuit Breaker Panel, Included With PTO Generator	**CIRCUIT BREAKER PANEL** The circuit breaker panel will be located high on the right wall of compartment LS2.
0076607	Circuit Breaker Box, Subfeed Box	**SUB FEED CIRCUIT BREAKER BOX** A Cutler Hammer sub feed box will be supplied with current limiting circuit breakers to protect the on board circuits when an auxiliary power source is used. The sub feed box will distribute power to specific circuits in the vehicle. Location will be near breaker box.
0092381	Guard, Splash Guard for PTO Generator Between the Frame Rails, Stainless Steel	**GENERATOR SPLASH GUARD** A stainless steel splash guard will be installed to reduce the amount of road spray on a frame mounted PTO generator.
0066606	Hourmeter, Generator	**GENERATOR HOURMETER** An electric hourmeter will be provided NEAR BREAKER BOX.
0016771	Not Required, Routing Exhaust, Generator	
0783270	Circuit Breaker Panel, Sub Feed, Cutler Hammer, Shoreline to Gen Transfer Sw	**SUB FEED CIRCUIT BREAKER PANEL** There will be a shoreline to generator transfer switch powered sub feed circuit breaker panel installed in the LS2. A directory for each breaker will be provided adjacent to the circuit breaker panel. Identification of circuits will be done in a durable manner that provides years of service.

0759119	SP	Light Twr, W-B Chf Pr NS2.3-450 WHL, 3-P*H2 12VDC Lts Cld 7.5'	**LIGHT TOWER** There will be one (1) Will-Burt, Model NS2.3-450 WHL light tower provided. There will be three (3) Whelen Model P*H2, 18,520 lumens 12 volt DC light heads with flood optics included on this tower. The painted parts of the light tower and the light heads to be black. This tower will be connected to the Do Not Move Truck Indicator in the cab. The lights included with this tower may be load managed when the parking brake is applied.
0629874		Location, Light Tower, Cab Roof, Saber FR/Enforcer	**Light Tower Location** The light tower will be installed on the cab roof.
0617750		Controller, Lt Twr, W-B, Wired Hndhld, E-STOP Chf, Chf Pr, Pow Pr	**Light Tower Controller** There will be one (1) handheld wired controller included.
0664791		Location, Light Tower Controller, Driver's Side Front Body Compartment	**Light Tower Controller Location** The light tower controller will be installed in the driver's side front body compartment.
0006826		Reel, Elect Cable, Hannay, ECR-6600, (3) Wire	**ELECTRIC CORD REEL** Furnished with the 120 volt AC electrical system will be a Hannay, series ECR-6600, cord reel wired for a three (3) conductor cord. The reel will be provided with a 12-volt electric rewind switch, that is guarded to prevent accidental operation and labeled for its intended use. The switch will be protected with a fuse and installed at a height not to exceed 72 inches above the operators standing position. The exterior finish of the reel(s) will be painted #269 gray from the reel manufacturer. A captive roller assembly to be provided to aid in the payout and loading of the reel. A ball stop will be provided to prevent the cord from being wound on the reel. A label will be provided in a readily visible location adjacent to the reel. The label will indicate current rating, current type, phase, voltage and total cable length. A total of two (2) cord reels will be provided upper forward section of LS4 AND RS4.
0006828		Cord, Electric, 10/3 Yellow, 3 Wire	**CORD** Provided for electric distribution will be two (2) lengths, one (1) for each reel, of 200 feet of yellow 10/3 electrical cord, weather resistant 105 degree Celsius to -50 degree Celsius, 600 volt jacketed SOOW cord. No connector will be installed on the end of the cord.
0838081		Box, Junc, Akron, 3-Wire, 20 Amp, Configurable	**PORTABLE JUNCTION BOX** There will be two (2) Akron EJBX gray, 20 Amp, 3-Wire electrical junction box(es) provided. Each box will be provided with the following: There will be NEMA L5-20, 20 amp, 120 volt twist lock junction box pigtail plug. The first position will have a NEMA 5-20, 20 amp, 120 volt straight blade GFCI protected Duplex junction box receptacle. The second position will have a NEMA 5-20, 20 amp, 120 volt straight blade Duplex junction box receptacle. The third position will have a NEMA L5-20, 20 amp, 120 volt twist lock single junction box receptacle. The fourth position will have a NEMA L5-20, 20 amp, 120 volt twist lock single junction box receptacle. Backlit face plates. GFCI Function If Selected: GFCI receptacles in the first position of the circuit protects the additional receptacles. GFCI receptacles in the first and third positions of the box protects the second and fourth receptacles. GFCI receptacles in the last position only protects that circuits receptacle. GFCI receptacles in all four positions protects each circuits receptacle separately.
0006824		Holder, Junction Box, Tread Plate Aluminum	**JUNCTION BOX HOLDER** There will be an aluminum junction box holder installed adjacent to the cord reel. A total of two (2) will be mounted at pick-up.
0779703		Receptacle Strip, 20A 120V 6-Place, Sentrex M620BZLS, Surge Protected, Int Body	**POWER OUTLET STRIP** There will be one (1) Sentrex Model M620BZLS 18.00" long x 2.00" wide x 1.75" thick, surge protected receptacle strip(s) with six (6) 20 amp 120 volt AC straight blade receptacles provided TO BE PROVIDED. The strip(s) selected will be powered from onboard generator to second onboard generator transfer switch. through a receptacle located adjacent to the strip(s). There will be a label installed near the strip(s) that state the following: Line Voltage Current Ratting (amps) Phase Frequency

0036622		Receptacle, 20A 120V 3-Pr 3-Wr SB Dup, GFCI, Wtrprf	**120 VOLT RECEPTACLE** There will be two (2), 20 amp 120 volt AC three (3) wire straight blade duplex GFCI receptacle(s) with waterproof flip up cover(s) installed lower rear body bulkhead, one each side. The NEMA configuration for the receptacles will be 5-20R. The receptacle(s) will be powered from the on board generator. There will be a label installed near the receptacle(s) that state the following: Line Voltage Current Ratting (amps) Phase Frequency
0835289	SP	Compressor, Tool Air, Hydraulic Drive, 140 cfm, Hercules	**TOOL AIR COMPRESSOR, 140 CFM HYDRAULIC DRIVE** A Hercules hydraulic drive air compressor will be provided. The compressor will have a capacity of delivering 140 cfm of free air at 150 psig. The compressor will be located in a full width recess at the front of the body. The hydraulic drive system will consist of a gear pump, a hydraulic reservoir with integral return line filter, a hydraulic control manifold and two (2) 12 V air cooler heat exchanger with temperature switch. The pump will be installed on the truck transmission PTO and will be operational anytime the hotshift PTO is engaged. The pump will be operable in the stationary mode with a PTO switch located inside the cab. There will be an indicator light to note PTO engagement. The system will incorporate a single circuit hydraulic manifold that will route the fluid under pressure to the the compressor. The control manifold will be located TBD. The 12 V air coolers will be located in the best location as determined by engineering. There will be two (2) low pressure regulated circuits for the reel(s) located TBD. **Compressor** The compressor will be an oil flooded rotary screw compressor. Air compressor inlet control valve will be an integral design incorporated in the housing. **Hydraulic Motor** The compressor motor will be a gear type hydraulic motor. **Compressor Drive** Compressor hydraulic drive motor to be directly coupled to air compressor through a flexible coupling (no belt drives). **Weight** The compressor will be 650 lb dry weight. **Dimensions** The dimensions of the compressor assembly will be 31.00" long x 18.50" wide x 22.125" high. **Air Intake Filters** Separate two (2)-stage, heavy duty, dry-type air filters will be provided to remove dirt particulate from entering the air compressor. **Air/Fluid Separator** The separator to be located internally in the air receiver tank. The separator will be constructed with a pleated media, welded straps, scrim barrier, support screen, expanded metal outer wrap and internal and external grounding. The separator will be provided for enhanced air quality, reduced operating and maintenance cost and optimized compressor performance. **Instrument Panel** The compressor instrument panel will include the compressor air pressure gauge, hour meter, compressor oil temperature gauge and an over-temperature/over-pressure reset switch. **Protective Circuit** The compressor will provide provisions for automatic shutdown in case of high compressor temperature or over pressurization. Additional protective features provided will include automatic blow down valve, receiver relief valve and minimum pressure valve. **Cooling System** The compressor cooling system will allow rated air delivery and pressure operation continuously between -20 degree Fahrenheit and 120 degree Fahrenheit ambient temperatures. (No ABS plastic shrouding) Compressor fluid will be filtered by a 25 micron full flow spin-on replaceable filter canister. A fan temperature switch will be provided to regulate compressor cooling. **Inlet Controls** A pneumatic inlet control valve will be integrated into the compressor system and will automatically modulate output from 0 up to 100 percent in response to air demand. **Mainframe and Enclosure** Fully powder coated galvanneal mainframe and sheet metal enclosure with full service access. **General** The compressor will be manufactured in an ISO 9001 certified quality system. **Warranty** The compressor manufacturer's standard two (2) year warranty will be provided with the compressor.
0514853		Outlet, Tool Air from Tool Compressor, 1.50" NST	**AIR OUTLET** There will be two (2) 1.50" NST threaded air outlets provided to allow installation of the purchasers connection fittings. Each outlet will be individually valved and regulated off the system pressure regulator and located CENTERED ABOVE THE SIDE HITCH RECEIVER BETWEEN THE TANDEMS, ONE PER SIDE.
0519934		Not Required, Brand, Hydraulic Tool System	
0649753		Not Required, PTO Driven Hydraulic Tool System	

0007150	Bag of Nuts and Bolts	**LOOSE EQUIPMENT** The following equipment will be furnished with the completed unit: One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.
0816517	NFPA Required Loose Equipment, Special Services, NFPA/ULC 2024,Prov by Fire Dept	**NFPA LOOSE EQUIPMENT** **NFPA Required Loose Equipment Provided by Fire Department** The following loose equipment as outlined in NFPA 1900, 2024 edition, table 8.1 and CAN/ULC S515:2024 edition, section 5.2 will be provided by the fire department: One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 107, *American National Standard for High-Visibility Safety Apparel and Accessories*, and have a five-point breakaway feature that includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front. Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band. Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities. Four (4) ladder belts meeting the requirements of NFPA 2500. **NFPA Loose Equipment That Should be Considered** The following loose equipment as outlined in NFPA 1900, 2024 edition, appendix table A.8.4 (a) and CAN/ULC S515:2024 edition, section 5.2 should be considered: Two (2) SCBA apparatus Two (2) SCBA spare cylinders One (1) first aid kit One (1) automatic external defibrillator (AED)
0796255	Not Required, Soft Suction, Rescue No Pump	
0816939	Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	**DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT** The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.
0816937	Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	**WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT** The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

0741569	Paint Process / Environmental Requirements, Appleton	**PAINT PROCESS** The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows: Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate. Chemical Cleaning and Pretreatment - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded. Finish Sanding - The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat. Sealer Primer - The Sealer Primer is applied prior to the Basecoat in all areas that have not been previously primed with the Surfacer Primer. The Sealer Primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when topcoated. Basecoat Paint - Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment. Clear Coat - Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up doors will be Clear Coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacturer. After the cab and body are painted, the color will be verified to make sure that it matches the color standard. Electronic color measuring equipment will be used to compare the color sample to the color standard entered into the computer. Color specifications will be used to determine the color match. A Delta E reading will be used to determine a good color match within each family color. All removable items such as brackets, compartment doors, door hinges, and trim will be removed and painted separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly. The paint finish quality levels for critical areas of the apparatus (cab front and sides, body sides and doors, and boom lettering panels) are to meet or exceed Cadillac/General Motors GMW15777 global paint requirements. Orange peel levels are to meet or exceed the #6 A.C.T. standard in critical areas. The manufacture's written paint standards will be available upon request. **Environmental Impact** Contractor will meet or exceed all current state regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions: Topcoats and primers will be chrome and lead free. Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals. Particulate emission collection from sanding operations will have a 99.99 percent efficiency factor. Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98 percent. Water wash systems will be 99.97 percent efficient. Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean. Paint wastes are disposed of in an environmentally safe manner. Empty metal paint containers will be recycled to recover the metal. Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse. Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Contractor will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with his state EPA rules and regulations.
0709846	Paint, Two-Tone Color, Velocity/Impel	**CAB TWO-TONE PAINT** The cab will be painted two-tone, with the upper section painted #580 tuxedo black metallic and the lower section painted #263 Red. There will be a standard two-tone cab paint break provided. There will be a special cab shield designed and shown on the lettering and striping print.
0709833	Paint, Two-Tone Color, Body	**TWO-TONE BODY PAINT** The body will be painted two-tone with the upper section painted metallic to match the upper section of the cab and the lower section painted to match the lower section of the cab. The body paint break will be at the seam between the body and hatch compartment or catwalk on each side.

0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	**PAINT CHASSIS FRAME ASSEMBLY** The chassis frame assembly will be finished with a single system black top coat before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc. Components that are included with the chassis frame assembly that will be painted (unless otherwise stated in a secondary option) are: Frame rails Frame liners Cross members Axles Suspensions Steering gear Battery boxes Bumper extension weldment Frame extensions Body mounting angles Rear Body support substructure (front and rear) Pump house substructure Steel fuel tank Castings Individual piece parts used in chassis and body assembly Components treated with epoxy E-coat protection prior to paint: Two (2) C-channel frame rails Two (2) frame liners The E-coat process will meet the technical properties shown.
0693797		No Paint Required, Aluminum Front Wheels	
0693792		No Paint Required, Aluminum Rear Wheels	
0733739		Paint, Axle Hubs	**AXLE HUB PAINT** All axle hubs will be painted black #101.
0620095		Paint, Drip Rail, Cab	**PAINTED RAIN DRIP** The cab roof rain drip will be painted to match the cab roof paint color.
0007230		Compartment, Painted, Spatter Gray	**COMPARTMENT INTERIOR PAINT** The interior of all compartments will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.
0544129		Reflective Band, 1"-6"-1"	**REFLECTIVE STRIPES** Three (3) reflective stripes will be provided across the front of the vehicle and along the sides of the body. The reflective band will consist of a 1.00" black stripe at the top with a 1.00" gap then a 6.00" black stripe with a 1.00" gap and a 1.00" black stripe on the bottom.
0510041		Reflective across Cab Face, Imp/Vel	The reflective band provided on the cab face will be below the headlights on the fiberglass.
0536955		Stripe, Chevron, Rear, Diamond Grade, Rescue	**REAR CHEVRON STRIPING** There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. Covered surfaces will include the exterior rear wall. Rear compartment doors, entry doors, or walkway areas will not be covered. The colors will be red and fluorescent yellow green diamond grade. Each stripe will be 6.00" in width. This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.
0760572	SP	Folded Ribbon in Reflective Stripe, Pair, w/o Air Brushing	**FOLDED RIBBON IN REFLECTIVE STRIPE** There will be one (1) pair(s) of a folded type ribbon(s), without air brushing, added to the reflective stripe located Located on the D3 & P3 roll-up doors..
0670035		Stripe, Diamond Grade Chevron, Toolboard	**TOOLBOARD DIAMOND GRADE CHEVRON STRIPING** A series of alternating red diamond grade and fluorescent yellow green diamond grade reflective stripes will be applied to the one (1) toolboard(s) located RS2.
0545179		Stripe, Diamond Grade, Chevron, Front Bumper	**CHEVRON STRIPING ON THE FRONT BUMPER** There will be alternating chevron striping located on the front bumper. The colors will be Fluorescent Yellow-Green 983-23 and Red 983-72 diamond grade. The size of the striping will be 6.00".

0065687	Stripe, Reflective, Cab Doors Interior	**CAB DOOR REFLECTIVE STRIPE** A 6.00" x 16.00" white reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel. This stripe will meet the current edition of applicable NFPA standards.
0544003	Stripe, Reflective, HDR Walk-In Rear/Side Door	**REFLECTIVE STRIPE, HDR BODY DOOR(S)** A 6.00" x 16.00" black reflective stripe will be provided across the interior of each body entry door. The stripe will be located approximately 1.00" up from the bottom, on the door panel. The stripe will be provided on one (1) entry door. This stripe will meet the NFPA 1901 requirement.
0680371	Stripe, Gold Leaf, Two-Tone Paint Break with Shield, IPO Chrome Molding	**CAB STRIPE** There will be a genuine gold leaf stripe provided on both sides of the cab in place of the chrome molding and on the cab face with shield.
0027372	Lettering Specifications, (GOLD STAR Process)	**LETTERING** The lettering will be totally encapsulated between two (2) layers of clear vinyl.
0686440	Lettering, Gold Leaf, 3.00", (1-20)	**LETTERING** One (1) to twenty (20) genuine gold leaf lettering, 3.00" high, with outline and shade will be provided.
0685562	Lettering, Printed Effect Gold Leaf, 5.00", Each	**LETTERING** There will be printed effect gold leaf lettering, 5.00" high, with outline and shade provided. There will be 12 letters provided.
0685978	Lettering, Reflective, 18.00", Each	**LETTERING** There will be reflective lettering, 18.00" high, with no outline or shade provided. There will be six (6) letters provided.
0686013	Lettering, Reflective, 6.00", Each	**LETTERING** There will be reflective lettering, 6.00" high, with outline and shade provided. There will be four (4) letters provided.
0686033	Lettering, Reflective, 4.00", Each	**LETTERING** There will be reflective lettering, 4.00" high, with outline and shade provided. There will be nine (9) letters provided.
0686084	Lettering, Reflective, 3.00", Each	**LETTERING** There will be reflective lettering, 3.00" high, with outline provided. There will be three (3) letters provided.
0686236	Lettering, Gold Leaf, 5.00", Each	**LETTERING** There will be genuine gold leaf lettering, 5.00" high, with outline and shade provided. There will be six (6) letters provided.
0686256	Lettering, Gold Leaf, 4.00", Each	**LETTERING** There will be genuine gold leaf lettering, 4.00" high, with outline and shade provided. There will be nine (9) letters provided.
0017273	Emblem, Maltese Cross, Gold Leaf, 12"-14", Pair	**MALTESE CROSS INSTALLATION** There will be one (1) pair of Maltese crosses, comprised of genuine gold leaf material, provided and installed each front cab door per the LSP.
0666388	Emblem, Freedom Flag with Twin Towers, Each	**EMBLEM** There will be two (2) emblem(s), approximately 15.00" - 17.00" wide in size, installed Located on the upper portion of the EMS compartment door on cab sides.. The emblem will feature a "Flying American Flag" and an "Eagle Head", along with buildings in the background.
0766493	Emblem, American Flag Muted w/Thin Red Line, Ptd Cab Grille, All Custom Chassis	**CAB GRILLE DESIGN** A muted American flag with a thin red line design will be painted on the cab grille.

0772003	Manual, Fire Apparatus Parts, USB Flash Drive, Custom	**FIRE APPARATUS PARTS MANUAL** There will be one (1) custom parts manual(s) in USB flash drive format for the complete fire apparatus provided. The manual(s) will contain the following: Job number Part numbers with full descriptions Table of contents Parts section sorted in functional groups reflecting a major system, component, or assembly Parts section sorted in alphabetical order Instructions on how to locate parts Each manual will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies. **Service Parts Internet Site** The service parts information included in these manuals are also available on the Pierce website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.
0772037	Manual, Chassis Service, USB Flash Drive, Custom	**CHASSIS SERVICE MANUALS** There will be one (1) chassis service manuals on USB flash drives containing parts and service information on major components provided with the completed unit. The manual will contain the following sections: Job number Table of contents Troubleshooting Front Axle/Suspension Brakes Engine Tires Wheels Cab Electrical, DC Air Systems Plumbing Appendix The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.
0773381	Manual, Chassis Operation, (1) USB Flash Drive, Custom, English	**CHASSIS OPERATION MANUAL** The chassis operation manual will be provided on one (1) USB flash drive. The manual will be in the English language.
0030008	Warranty, Basic, 1 Year, Apparatus, WA0008	**ONE (1) YEAR MATERIAL AND WORKMANSHIP** A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.
0611136	Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	**THREE (3) YEAR MATERIAL AND WORKMANSHIP** The Pierce custom chassis limited warranty certificate, WA0284, is included with this proposal.
0696698	Warranty, Engine, Cummins, 5 Year, WA0181	**ENGINE WARRANTY** A Cummins **five (5) year** limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.
0684953	Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	**STEERING GEAR WARRANTY** A Sheppard **three (3) year** limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with this proposal.
0595767	Warranty, Frame, 50 Year, Velocity/Impel, WA0038	**FIFTY (50) YEAR STRUCTURAL INTEGRITY** The Pierce custom chassis frame and crossmembers limited warranty certificate, WA0038, is included with this proposal.
0595698	Warranty, Axle, 3 Year, TAK-4, WA0050	**FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY** The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.
0644874	Warranty, Axle, 3 Year, TAK-4, IRS, WA0249	**REAR AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY** Pierce TAK-4® independent rear suspension will be provided with a three (3) year material and workmanship limited warranty. The manufacturer's warranty will provide that the independent rear suspension be free from any defect related to material and workmanship on the portion of the apparatus built by the manufacturer that would arise under normal use and service.

0652758	Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	**ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY** A Meritor Wabco™ ABS brake system limited warranty certificate, WA0232, is included with this proposal.
0019914	Warranty, Structure, 10 Year, Custom Cab, WA0012	**TEN (10) YEAR STRUCTURAL INTEGRITY** The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.
0744240	Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	**TEN (10) YEAR PRO-RATED PAINT AND CORROSION** A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.
0524627	Warranty, Electronics, 5 Year, MUX, WA0014	**FIVE (5) YEAR MATERIAL AND WORKMANSHIP** The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.
0695416	Warranty, Pierce Camera System, WA0188	**CAMERA SYSTEM WARRANTY** A Pierce fifty four (54) month**warranty will be provided for the camera system.**
0647720	Warranty, Pierce LED Strip Lights, WA0203	**COMPARTMENT LIGHT WARRANTY** The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.
0046369	Warranty, 5-year EVS Transmission, Standard Custom, WA0187	**TRANSMISSION WARRANTY** The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission. Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.
0685945	Warranty, Transmission Cooler, WA0216	**TRANSMISSION COOLER WARRANTY** The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed $10,000 per occurrence. A copy of the warranty certificate will be included with this proposal.
0033401	Not Required, Tank Warranty	
0596024	Warranty, Structure, 15 Year, HDR, WA0010	**FIFTEEN (15) YEAR STRUCTURAL INTEGRITY** The Pierce heavy duty rescue apparatus body limited warranty certificate, WA0010, is included with this proposal.
0693126	Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	**ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY** An AMDOR roll-up door limited warranty will be provided. The roll-up door will be warranted against manufacturing defects for a period of **ten (10) years**. A **five (5) year** limited warranty will be provided on painted roll up doors. The limited warranty certificate, WA0185, is included with this proposal.
0012599	Warranty, Pump, Not Required	
0046370	Not Required, Warranty, No Plumbing	
0641372	Warranty, Foam System, Not Available	
0595820	Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	**TEN (10) YEAR PRO-RATED PAINT AND CORROSION** A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.
0595421	Warranty, Goldstar, 3 Year, Apparatus, WA0018	**THREE (3) YEAR MATERIAL AND WORKMANSHIP** The Pierce Goldstar gold leaf lamination limited warranty limited warranty certificate, WA0018, is included with this proposal.

0819254	Certification, Vehicle Stability, CD0196	**VEHICLE STABILITY CERTIFICATION** The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1900, current edition, section 7.14, Vehicle Stability. The certification is included with this proposal.
0808577	Certification, Engine Installation, Velocity, Cummins X15, 2027	**ENGINE INSTALLATION CERTIFICATION** The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of delivery.
0686786	Certification, Power Steering, CD0098	**POWER STEERING CERTIFICATION** The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification is included with this proposal.
0544033	Certification, Cab Integrity, Velocity 2-Door, CD0009	**CAB INTEGRITY CERTIFICATION** The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification states that the cab must meet or exceed the requirements below: - European Occupant Protection Standard ECE Regulation No.29. - SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks. - SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks. - Roof Crush The cab will be subjected to a roof crush force of 22,500 lb. This value meets the ECE 29 criteria and is equivalent to the front axle rating up to a maximum of ten (10) metric tons. - Side Impact The same cab will be subjected to dynamic preload where a 13,275-lb moving barrier slams into the side of the cab at 5.50 mph at a force of 13,000 ft-lb. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident. - Frontal Impact The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420. The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.
0548950	Certification, Cab Door Durability, Velocity/Impel, CD0001	**CAB DOOR DURABILITY CERTIFICATION** Robust cab doors help protect occupants. Cab doors will survive a 200,000-cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.
0548967	Certification, Windshield Wiper Durability, Impel/Velocity, CD0005	**WINDSHIELD WIPER DURABILITY CERTIFICATION** Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles.* The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.
0667411	Certification, Electric Window Durability, Velocity/Impel FR, CD0004	**ELECTRIC WINDOW DURABILITY CERTIFICATION** Cab window roll-up systems can cause maintenance problems if not designed for long service life. The window regulator design will complete 30,000 complete up-down cycles and still function normally when finished. The bidder will certify that sample doors and windows similar to those provided on the apparatus have been tested and have met these criteria without malfunction or significant component wear.
0549273	Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	**SEAT BELT ANCHOR STRENGTH** Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria. **SEAT MOUNTING STRENGTH** Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

0735950	Certification, Cab HVAC System Perf, Vel/Imp FR, CD0166/CD0168/CD0176/CD0177	**PERFORMANCE CERTIFICATIONS** **Cab Air Conditioning** Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 78 degrees Fahrenheit in 30 minutes. The bidder will certify that a substantially similar cab has been tested and has met these criteria. **Cab Defroster** Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles.*The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.* ***Cab Auxiliary Heater*** *Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. An auxiliary cab heater will warm the cab 77 degrees Fahrenheit from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify, at time of delivery, that a substantially similar cab has been tested and has met these criteria.*
0545073	Amp Draw Report, NFPA Current Edition	**AMP DRAW REPORT** The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system. The manufacturer of the apparatus will provide the following: Documentation of the electrical system performance tests. A written load analysis, which will include the following: The nameplate rating of the alternator. The alternator rating under the conditions specified per: Current edition of applicable NFPA standards. The minimum continuous load of each component that is specified per: Current edition of applicable NFPA standards. Additional loads that, when added to the minimum continuous load, determine the total connected load. Each individual intermittent load. All of the above listed items will be provided by the bidder per the current edition of applicable NFPA standards.
0002758	Amp Draw, NFPA/ULC Radio Allowance	
0799248	Appleton/Florida BTO	
0000031	HDR BODY	
0000012	PIERCE CHASSIS	
0004713	ENGINE, OTHER	
0046396	EVS 4000 Series TRANSMISSION	
0020037	NO PUMP	
0020013	NO WATER TANK	
0028047	NO FOAM SYSTEM	
0046282	Not Required, Control Panel, No Pump	
0020007	AKRON VALVES	
0020015	ABS SYSTEM	
0752883	HDR	

Electrical Analysis

1/2/2026

Bid #: 959

Desc: Milpitas Fire Walk-In HDR

Customer: Milpitas Fire Dept.

Option: Pierce Command Zone, Advanced Electronics & Control System, Vel WiFi CZT

Job #:

Sales Rep: Myers, Rich

Organization: Golden State Fire Apparatus, Inc

Type: Multiplexed

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0001244	High Idle w/Electronic Engine, Custom		0.00	1.20	0.00
0006826	Reel, Elect Cable, Hannay, ECR-6600, (3) Wire		0.00	72.00	0.00
0032189	Mirrors, Ramco, 8000PCHR, Heated/Remote, w/Heated/Remote		0.00	0.00	8.00
0079166	Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud		0.00	3.00	0.00
0122466	Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel		0.00	180.00	0.00
0532024	Tow Eyes, (2) w/Winch Receiver Rr/Sides, Under Body,		0.00	45.00	0.00
0554033	Switch, Ceiling Lights, HDR Walk-In		0.00	0.00	0.08
0583938	Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3"		0.00	0.60	0.00
0589905	Alarm, Back-up Warning, PRECO 1040		0.00	0.50	0.00
0606056	Lights, Hatch Compt, Not Required, HDR		0.00	0.00	0.00
0614669	Light, Map, Overhead, Round, Add, Sunnex SL9-200B25L LED		0.00	0.74	0.00
0629270	Winch, Warn, Zeon 10-S Kit, 10,000 lb. Portable, Wireless,		0.00	460.00	0.00
0646930	Lights, (2), Illuminate Cab Floor, Wln Red OS Series, LED, Under		0.00	0.00	2.10
0653350	Guards, Vehicle Camera(s), Painted Smooth Aluminum		0.00	0.00	0.00
0653519	Camera, Pierce, LS Mux, RS, LS, R, Cameras, SD		0.00	1.20	0.00
0667108	Winch, Warn, 15000 lb. Fixed, Front, Synthetic Rope, Polished		0.00	500.00	0.00
0667902	Controls, Electric Windows, All Cab Doors, Impel/Velocity FR		0.00	26.00	0.00
0687994	Engine Brake, Jacobs Compression Brake, Cummins Engine		0.00	0.42	0.00
0697077	Intercom, Atkinson Two-way, Cab to Body		0.00	0.01	0.00
0731649	HVAC, Heavy-Duty, Two Door Impel/Velocity FR, w/o Heat, CARE		0.00	0.00	92.00
0738110	Lights, Rear Scene, Wln, PCPSM1* Pioneer LED Fld/Spt, Surface		0.00	0.00	12.00
0744629	Lights, Wln, PSL1** Pioneer, 12 VDC, 2nd		0.00	0.00	3.00
0744631	Lights, Wln, PSL1** Pioneer, 12 VDC, 1st		0.00	0.00	3.00
0745863	Lights, Side, Wln M9** LED, Trm Fet 2nd		0.00	3.60	2.40
0745867	Lights, Side, Wln M9** LED, Trm Fet 1st		0.00	3.60	2.40
0759119	Light Twr, W-B Chf Pr NS2.3-450 WHL, 3-P*H2 12VDC Lts Cld		0.00	6.48	34.52
0774579	Lights, Wln, P*H2* Pioneer, 12 VDC, 1st		0.00	0.00	26.00
0795742	Not Required, Walking Surface, Alt. Walking Surface Lights, HDR		0.00	0.00	0.00
0806466	Lights, Backup, Wln M62BU, LED, For Tail Lt Housing		0.00	3.20	0.00
0819034	Light, Do Not Move Apparatus, Wln VTX609B, With Buzzer, Non-		0.00	2.80	0.00
0819994	Radio, Jensen, AM/FM/WB, Bluetooth		0.00	0.00	2.00
0821263	Wiring, Spare, 20 A 12V DC, 12 Ckt FB, Blue Sea 5026 Batt Dir		0.00	0.00	20.00
0821326	Wiring, Spare, 10 A 12V DC 2nd NFPA1900/ULC		0.00	0.00	10.00
0821337	ABS Wabco Brake System, Tandem Rear Axle, Tak-4, NFPA		0.00	6.00	0.00
0821580	Wiring, Spare, 7.5A 12V DC 1st NFPA1900/ULC		0.00	0.00	7.50
0834418	USB, Cab, 2, 12V DC, Dual USB Termination, NFPA1900/ULC		0.00	0.00	5.00
0895310	Siren, Federal Q2B		0.00	100.00	0.00
0636439	Wiring, Spare, 37.5 A 12V DC, Cust Install Radio, 30A Bat Dir,	Load Managed	0.00	0.00	75.00
0774333	Lights, Wln, P*H2* Pioneer, 12 VDC, 2nd	Load Managed	0.00	0.00	13.00
0783158	Light, Visor, HiViz, FT-B-72-*-*, Cnt Feature	Load Managed	0.00	0.00	23.84
0821192	Wiring, Spare, 20 A 12V DC 1st NFPA1900/ULC	Load Managed	0.00	0.00	20.00
0002758	Amp Draw, NFPA/ULC Radio Allowance	NFPA	5.00	0.00	0.00
0026105	Left Rear Compt, 60" Roll, WI	NFPA	0.90	1.80	0.90
0026109	Right Rear Compartment, 60" Roll, WI	NFPA	0.90	1.80	0.90
0026154	Entrance, Rear, 78" Interior Height, WI	NFPA	3.60	7.20	3.60
0092582	Load Manager/Sequencer, MUX	NFPA	0.56	0.56	0.00
0515810	Left Over Wheel Compt, 51.50"-51.50", Roll Door, Tandem, WI	NFPA	0.90	1.80	0.90

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply

Electrical Analysis

1/2/2026

Bid #: 959

Desc: Milpitas Fire Walk-In HDR

Customer: Milpitas Fire Dept.

Option: Pierce Command Zone, Advanced Electronics & Control System, Vel WiFi CZT

Job #:

Sales Rep: Myers, Rich

Organization: Golden State Fire Apparatus, Inc

Type: Multiplexed

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0515814	Right Over Wheel Compt, 51.50"-51.50", Roll Door, Tandem, WI	NFPA	0.90	1.80	0.90
0540692	Lights, Side Zone Lower, Wln M6*C LED, Clear Lens, 3pr, Ovr 25	NFPA	5.40	8.10	0.00
0541155	Lights, Rear/Side Up Zone, Wln M9*C LED, Clear Lens 4lts	NFPA	4.80	7.20	0.00
0555915	Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	NFPA	2.10	8.40	0.00
0563675	Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts	NFPA	0.35	0.00	0.00
0564535	Light, Marker, Britax Rubber Arm, Model L427.203.L12 LED,	NFPA	2.00	0.00	0.00
0564655	Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt	NFPA	1.80	2.70	0.00
0568012	Air Dryer, Wabco System Saver 1200, Heater, 2010	NFPA	7.81	0.00	0.00
0568369	Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity	NFPA	1.26	0.00	0.00
0595087	DEF Tank, 4.5 Gallon, LS Fill, Forward of Rear Axle	NFPA	0.60	11.40	0.00
0617802	Lights, Perimeter, TecNiq T10-LC00-1 15" LED	NFPA	4.68	0.00	0.00
0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29	NFPA	0.10	0.90	0.00
0626579	Lights, Perimeter Body, TecNiq T10-LC00-1 15" LED 2lts, Rear	NFPA	0.80	0.00	0.00
0626581	Lights, Perimeter Cab, TecNiq T10-LC00-1 15" LED 2Dr	NFPA	0.80	0.00	0.00
0644245	Lights, Interior, 12 VDC, Rom Durolumen R03851, White LED	NFPA	8.04	0.00	0.00
0648074	Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	NFPA	0.49	0.00	0.00
0648425	Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts,	NFPA	0.70	0.70	0.00
0649962	Lights, Dome, FRP Dual LED 2 Lts	NFPA	0.40	0.40	0.00
0653937	Flasher, Headlight Alternating	NFPA	0.08	0.00	0.00
0678353	Lights, Exit Indicator, Wln RSR02ZCR Red, RSG02ZCR Green,	NFPA	0.16	0.24	0.00
0757354	Vehicle Data Recorder w/Seat Belt Monitor, w/Rehab Seats &	NFPA	0.50	0.00	0.00
0769624	Cab, Velocity FR, Two Door, No Crew Cab	NFPA	6.80	10.20	0.00
0783153	Headlights, Rect LED, JW Spkr Evo 2, AXT/Enf/Imp/Sab/Vel	NFPA	4.20	4.20	0.00
0786656	Lightbar, Wln, Freedom IV-Q, 81", RRRRsrRRRWWRRRsrRRRR	NFPA	8.96	2.48	12.40
0791528	Light, Traffic Directing, Wln TAL65, 36.00" Long, TACTL5	NFPA	0.60	1.20	0.00
0804514	Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw	NFPA	0.83	2.49	0.00
0808504	Engine, Cummins X15, 605 hp, 1850 lb-ft, W/OBD, EPA 2027,	NFPA	6.00	0.00	0.00
0814201	Vehicle Information Center, 7" Color Display, Touchscreen, MUX,	NFPA	1.20	0.00	0.00
0819024	Siren, Wln 295HFS2 Remote, Single Amp, Other Speaker, Non-	NFPA	1.40	12.60	0.00
0837378	Left Forward Compt, 28" Roll & 60" & 60", Roll and Lap, WI, 2-	NFPA	5.40	10.80	5.40
0837379	Right Forward Compt, 28" Roll & 60" & 60", Roll and Lap, WI, 2-	NFPA	5.40	10.80	5.40
0887546	Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics,	NFPA	2.00	2.00	0.00
0889577	Bracket, License Plate & Light, P25 LED, Stainless Brkt	NFPA	0.07	0.00	0.00
0889829	Lights, Step, P25 LED, HDR Walk-In	NFPA	0.50	0.00	0.00
0890456	Lights, Cab Access Steps, P25, LED w/Bezel, 1Lt/Step, 2 Door	NFPA	0.50	0.00	0.00
0892618	Not Required, Indicator Light, Pump Panel, No Pump or Skid	NFPA	0.10	0.00	0.00
0897602	Light, Front Zone, Wln M6** M6** M6** M6**, 4 Lts	NFPA	1.80	5.40	1.80
0647728	Alternator, 430 amp, Delco Remy 55SI	S	0.00	0.00	0.00
		Load Totals:	**101.39**	**1533.52**	**394.04**

Note: Minimum Continous Load is in "Blocking Right of Way" mode.(Reference current edition of NFPA 1901)
Note: Intermittent Load items are not factored in on any alternator load comparisons. These items are included on the report for reference only and should be looked at as amp draw exclusion items. (Reference current edition of NFPA 1901)
Note: Total Connected Load "Demand" represents Total Connected Load minus any Load Managed items

Alternator Output at Idle: 259.00

Alternator Output at Governed Speed: 371.00

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply

Electrical Analysis

1/2/2026

Bid #: 959

Desc: Milpitas Fire Walk-In HDR

Customer: Milpitas Fire Dept.

Option: Pierce Command Zone, Advanced Electronics & Control System, Vel WiFi CZT

Job #:

Sales Rep: Myers, Rich

Organization: Golden State Fire Apparatus, Inc

Type: Multiplexed

Minimum Continuous Load	
Supply:	259.00
Demand:	101.39
Variance:	157.61

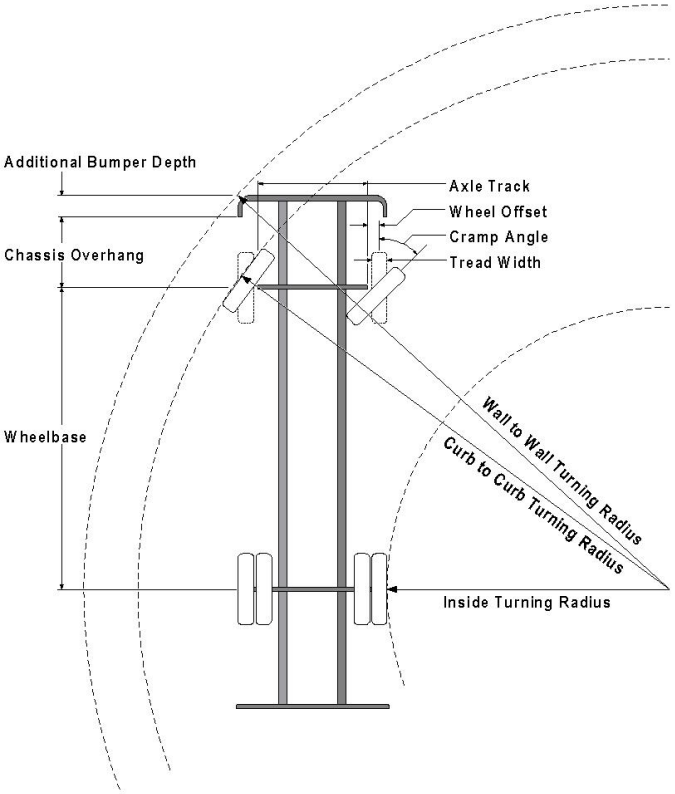
Total Connected Load	
Supply:	371.00
Demand:	363.59
Variance:	7.41

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply

Turning Performance Analysis

01/02/2026

Bid Number: 959
Department: Milpitas Fire Dept.
Chassis: Velocity Chassis (Big Block), 2010
Body: HDR, Walk-In, Aluminum



Parameters:

*Inside Cramp Angle:	40°
Axle Track:	82.92 in.
Wheel Offset:	4.68 in.
Tread Width:	16.3 in.
Chassis Overhang:	78 in.
Additional Bumper Depth:	19 in.
Front Overhang:	97 in.
Wheelbase:	203.5 in.

Calculated Turning Radii:

Inside Turn:	19 ft. 2 in.
Curb to curb:	33 ft. 1 in.
Wall to wall:	37 ft. 8 in.

Category	Option	Description
Bumpers	0536235	Bumper, 19" Extended, Steel Painted, Imp/Vel
Tires, Front	0899289	Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply, Fire Service Load
Axle, Front, Custom	0508846	Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, Velocity
Wheels, Front	0660547	Wheels, Front, Accuride, 22.50" x 12.25", Aluminum, Hub Pilot

Notes:

*Actual Inside cramp angle may be less than shown.

Curb to Curb turning radius calculated for 9.00 inch curb.

Definitions:	
Inside CrampAngle	Maximum turning angle of the front inside fire.
Axle Track	King-pin to King-pin distance of front axle.
Wheel Offset	Offset from the center line of the wheel to the King-pin.
Tread Width	Width of the tire tread.
Chassis Overhang	Distance of the center line of the front axle to the front edge of the cab. This does not include the bumper depth.
Additional Bumper Wheel	Depth that the bumper assembly adds to the front overhang.
Wheelbase	Distance between the center lines of the vehicles front and rear axles.
Inside Turning Radius	Radius of the smallest circle around which the vehicle can turn.
Curb to Curb Turning Radius	Radius of the smallest circle around which the vehicle's tires can turn. This measures assumes a curb height of 9 inches.
Wall to Wall Turning Radius	Radius of the smallest circle around which the vehicle's tires can turn. This measures takes into account any front overhang due to chassis , bumper extensions and or aerial devices.

GOLDENSTATEFIRE.COM

4 WARRANTIES

EXHIBIT C

Fire and Rescue Apparatus

One (1) Year Material and Workmanship
Basic Apparatus

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship**
Warranty Begins:	**The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.**
Warranty Period Ends After:	**Twelve (12) months.**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**No specific exclusions apply**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0008

Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Velocity and Impel Custom Chassis

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship**
Warranty Begins:	**The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.**
Warranty Period Ends After:	**Three (3) Years, or 30,000 Miles, or 5000 Engine Hours**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty applies, where applicable, to Goldstar lamination, defroster heater coil and motor blower assembly (excluding the FET PWM module), heater, air conditioning condenser coil and fan/motor assembly, air conditioning evaporator coil and motor blower assembly (excluding the drain pan pump and thermostat), under seat heaters coil and motor blower assembly (excluding the FET PWM module), HVAC electronic switches, HVAC hoses and hard lines, heater water valve, Pierce PS6 seat frames and hardware, Pierce One-Eleven mirrors, Pierce hands-free scba holder, cracking or color loss of roto-molded components, Meritor rear axle, Wabco ABS system, cab door handles, Standen spring suspension components, and the gauge instrument cluster.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

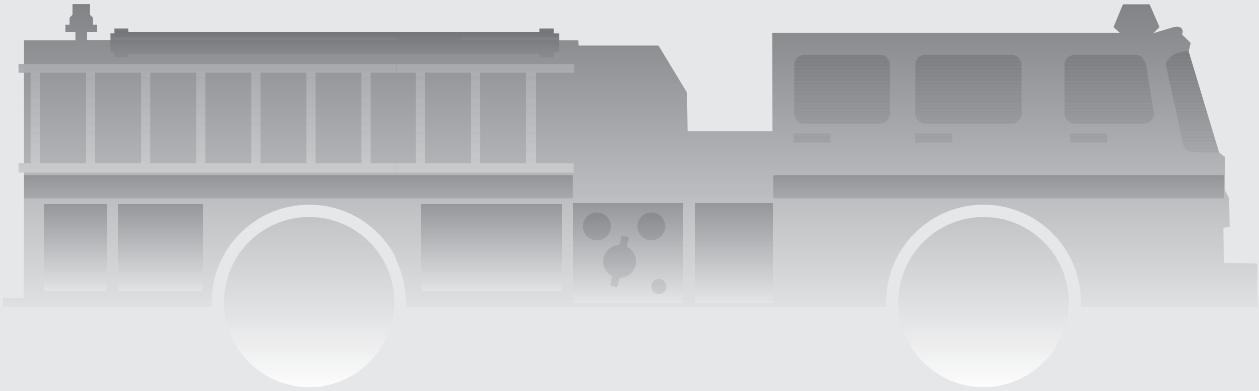
Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

7/2/2015 WA0284

Cummins Warranty

Worldwide
Fire Apparatus/Crash Trucks



Coverage

Products Warranted

This Warranty applies to new diesel Engines sold by Cummins and delivered to the first user on or after April 1, 2007, that are used in fire apparatus truck and crash truck* applications Worldwide.

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging when the repair is performed at the site of the failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for ‘‘downtime’’ expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for a $100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first 2 years of the Base Engine Warranty.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel

exhaust fluid.

This Warranty does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps, fan drives and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Failures resulting in excessive oil consumption are not covered beyond the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States** in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after September 1, 1992.

Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, ‘‘downtime’’ expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

* Airport operated crash trucks and fire department operated trucks employed to respond to fires, hazardous material releases, rescue and other emergency-type situations.

** United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

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Columbus, IN 47202-3005
U.S.A.

Bulletin 3381161
Printed in U.S.A. Rev. 08/09
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R. H. SHEPPARD CO., INC.
101 Philadelphia St.
Hanover, PA 17331
Pierce Manufacturing Inc.
2600 American Drive
Appleton, WI 54912

LIMITED WARRANTY: The R. H. Sheppard Co. Inc., ("Sheppard") warrants all M110PKG1 and M110SAU1 steering gears manufactured and sold to Pierce Manufacturing Inc. ("Pierce") for application on Pierce TAK-4 equipped vehicles to be free from defects of workmanship and material under normal use and service for a period of thirty six months from the in service date of the vehicle to its original owner.

Vehicle applications where Sheppard product is used require an application approval before production build. If Pierce uses Sheppard product for any purpose or application which has not been approved by Sheppard in advance, including aftermarket devices (defined as a device added to the steering system directly or indirectly affecting the performance or operation of the Sheppard product in its approved application) not tested and approved by Sheppard this limited warranty SHALL NOT APPLY AND SHALL BE VOID. SHEPPARD MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED. SHEPPARD EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
SHEPPARD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OR FOR LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF A PRODUCT. Pierce expressly acknowledges its obligation to inform all users (customers) of the above disclaimer.

CONDITIONS: Claims under this Limited Warranty may only be made by Pierce. In no event shall Sheppard be held liable for warranty charges by unauthorized persons. No allowance will be made for repairs or alterations, unless made with the written consent of Sheppard. Authorized Pierce dealers shall be the only authorized repair facility for Sheppard products applied to Pierce vehicles. Any warrantable repair made under this Limited Warranty must be made on or before 36 months of the in-service date for the Product to which the claim relates. Sheppard shall not be liable for claims made after such date. Sheppard product fitted to Pierce vehicles that are repaired at a repair facility other than an authorized Pierce dealer within the warranty period will be considered for payment under the guidelines of this agreement only by joint written consideration of Sheppard and Pierce warranty departments. It shall be the responsibility of the Pierce warranty department to notify Sheppard if and when this situation occurs. Sheppard will not be held responsible for damage to other steering components such as but not limited to pumps and reservoirs due to improper adjustment of steering gear relief plungers. Vehicle downtime and towing will not be considered under warranty.

REMEDIES: The sole and exclusive remedy of Pierce for Sheppard's breach of the foregoing warranty is limited to the return and repair or reimbursement as follows:

Warranty Support: In support of the Pierce dealer network, Sheppard will provide a toll-free "Hotline" service to assist in the diagnosis and troubleshooting of steering problems. The R. H. Sheppard Co., Inc. Field Service Department can be reached at 1-800-274-7437 for assistance. Sheppard will require that Pierce dealers contact this toll-free "Hotline" for approval before product is removed from a vehicle in a warranty situation. When contacted regarding a warranty situation, the Sheppard representative will provide an authorization number for removal of the product. This Returned Goods Authorization (RGA) number must be included in all warranty correspondence and attached to all returned goods.

Procedure: In the event of a warranty situation, the servicing dealer shall contact the Sheppard Hotline and receive an RGA number before replacing any steering gear. For M110PKG1 and M110SAU1 steering gear models, the dealer will first obtain an RGA number from Sheppard, and then order the replacement gear from Pierce. Replacement M110PKG1 and M110SAU1 steering gears shall be shipped from Pierce once those models are in full production. A warranty claim for both parts and labor will then be generated by the dealer and sent to Pierce. After reviewing the claim, Pierce will submit it to Sheppard for reimbursement.

Parts Reimbursement: Sheppard agrees to reimburse Pierce at Pierce's purchase price plus 30% mark-up for parts found to be defective within the warranty period. Parts being returned for warranty consideration shall be sent to the R. H. Sheppard Company, 447 E. Middle St., Hanover, PA 17331 ATTN: Warranty Dept. Sheppard's determination as to whether the part is covered by the foregoing warranty is final and conclusive. Sheppard requires the return of complete steering gears only. Individual seals replaced under warranty **should not** be returned unless specifically requested by Sheppard. All parts being returned for warranty consideration must be clearly tagged with all pertinent warranty information including, but not limited to (1) Returned Goods Authorization number (RGA); (2) claim number; (3) date in service; (4) date of failure; (5) mileage; (6) part number; (7) labor hours; (8) dealer labor rate and; (9) dollar amount claimed. Claims submitted without prior authorization are subject to rejection under this agreement.

Labor: Labor to repair Sheppard product found to be defective within the warranty period will be reimbursed at not more than 10 hours per vehicle. Labor shall be reimbursed at the rate of $85.00 USD per hour for M110PGK1 and M110SAU1 steering gears.

Freight: Pierce will collect M110PGK1 and M110SAU1 warranty material at a designated collection point. Inbound freight to the Pierce collection point will be the responsibility of Pierce. All warranty material should be returned from the Pierce collection point to R. H. Sheppard Co. Freight Collect by a Sheppard-specified common carrier based on location of the Pierce collection point. Sheppard does not require the return of failed seals. Any freight charges incurred for the return of seals will be the responsibility of Pierce. Parts returned for warranty consideration without prior authorization are subject to rejection under this agreement and may be subject to a charge back of inbound freight charges. Parts rejected under this warranty will be returned to Pierce Freight Collect or scrapped by Sheppard at Pierce's discretion.

Outside Purchases: Pierce authorized dealers shall be the only outlet for repair, warranty service and parts for Sheppard products applied to Pierce vehicles. Sheppard will not be responsible for consumables such as hoses, belts, fluids, fittings or miscellaneous shop material that may be required for the repair of the product.

Warranty Documentation: Warranty credit memos will be issued monthly to the Pierce Warranty Department. Monthly credit memos will include (1) claim number; (2) part number; (3) parts reimbursement; (4) labor reimbursement; (5) any applicable Pierce reference number and; (6) reason for rejection or acceptance of the claim. Credit memos will be issued in U.S. funds. Debits for warranty claims will not be accepted under this agreement. Claim disposition will constitute the final and conclusive resolution of warranty claims.

Parts Retention: Sheppard will retain parts submitted for warranty consideration for a period of sixty (60) days for any material found to be rejected for warranty. Sheppard will notify Pierce within sixty (60) days of receipt of Sheppard's determination as to whether any such part is covered by this warranty. Warranty reimbursement will be issued within thirty days of receipt of material at Sheppard.

Good-Will Requests: Good-Will requests will be considered jointly between Sheppard and Pierce for equitable compensation.

RECALLS: Sheppard retains the right to review information regarding federal motor vehicle recall and /or product repair programs if Sheppard products fitted to Pierce vehicles are alleged to be non-compliant with federal motor vehicle safety standards. Sheppard retains the right to review any claims of product defect or non-compliance before participating in reimbursement of expenses incurred as a result of alleged non-compliance or defect of its products. Sheppard agrees to negotiate in good faith for the reimbursement of expenses incurred by Pierce for all administrative, material and labor cost and expense associated with any recall where Sheppard product is found to be defective or non-compliant with federal motor vehicle standards.

MISCELLANEOUS: This writing constitutes the full complete and final statement of Sheppard's limited warranty for M110PKG1 and M110SAU1 products sold to Pierce. All prior oral or written correspondence, test data, negotiations, representations, understandings and the like regarding products are merged in this writing and extinguished by it. This limited warranty may not be altered, amended extended or modified except by a writing signed by the President or Vice President of Sheppard. No employee, vendor, dealer, distributor or other representative of Sheppard has authority to make statements to extend, expand, alter or amend the terms of this Limited Warranty. Sheppard expressly disclaims any statements contrary to the Limited Warranty. Sheppard's failure at any time to enforce any of the terms and conditions stated herein shall not constitute a waiver of any provisions herein. This Limited Warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Any legal actions which may arise as a result of disputes, controversies or claims arising out of or related to this limited warranty shall be in such forum as Sheppard and Pierce shall agree, or, in the absence of agreement, in a court of appropriate jurisdiction other than in the county in which either party is located. This Limited Warranty shall not be assigned by Pierce.

COOPERATIVE EFFORT: Sheppard and Pierce agree to work cooperatively toward expanding this warranty coverage to a period of sixty months from the in service date. These cooperative efforts shall focus on examining the effects of increased heat generated by 2007 model engines and its impact on the entire power steering system.

AGREEMENT: This agreement is effective April 3, 2006 and may be modified by mutual agreement between Sheppard and Pierce of a signed amendment to be attached to the original Limited Warranty. There are no third party beneficiaries to this Limited Warranty. This warranty agreement applies to Pierce authorized dealers only. It does not encompass any special arrangements that Pierce may now have or that Pierce may enter into, with any other segments of the trucking industry. This warranty agreement does not apply to non-conforming product removed at Pierce assembly plants.

This Limited Warranty agreement between the R. H. Sheppard Co., Inc and Pierce Manufacturing Inc. may be terminated by either party with thirty days written notice prior to termination.

Signed at Pierce Manufacturing Inc., Appleton, WI this _____ day of _____, 2006.

R. H. SHEPPARD CO., INC.	**PIERCE MANUFACTURING INC.**
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Title	Title

Fire and Rescue Apparatus

Lifetime Fifty (50) Year Structural Integrity
Chassis Frame & Crossmembers

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Custom chassis frame rail and cross members manufactured by Pierce shall be free from defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Fifty (50) Years (Expected Life of Apparatus)**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/16/2010 WA0038

Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
TAK-4 Independent Front Suspension

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The TAK-4 Front Independent Suspension and Steering Gears shall be free from defects in material and workmanship.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Years -or- 30,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty excludes brake pads, brake rotors, seal boots and shock absorbers.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
TAK-4 Independent Rear Suspension

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The TAK-4 Rear Independent Suspension and Steering Gears shall be free from defects in material and workmanship.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Years -or- 30,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty excludes brake shoes, brake drums, ball joint boots and shock absorbers.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

12/16/2013 WA0249

Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Meritor Wabco ABS Brake System
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**The exclusions listed in the attached Meritor Wabco warranty description shall apply.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/25/2013 WA0232

WARRANTY

MODEL YEAR 2021 VEHICLES

Warranty coverage is essential to protecting your investment. But understanding the full details of your coverage can be challenging. This straightforward approach allows you, our valued customer, to better understand how your specific vehicle applications will be covered in your region. Our component warranty coverage is provided according to vocation/usage categories listed below.

- Linehaul covers high mileage operation (over 60,000 miles/year) on well-maintained major highways of concrete or asphalt construction.
- General Service covers moderate mileage operations (less than 60,000 miles/year) on well-maintained public roads (less than 10 percent off-road) typically with less than three (3) stops per mile.
- Heavy Service (Vocational) covers vehicles with more than 10 percent off-road OR moderate to frequent starts/stops typically with more than three (3) stops per mile.
- Off-Highway Service covers lower mileage operations. Vehicles are not typically licensed for highway use.

How to Read Warranty Coverage (Example)		
Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor
3	300	P

- The standard aftermarket warranty for WABCO products - including WABCO Original parts, WABCO Reman Solutions, ProVia quality aftermarket parts and WABCO retrofit solutions - is one year, parts only from in-service date when purchased from ZF distributor networks or its affiliates and/or subsidiaries.

WABCO

LINEHAUL/GENERAL SERVICE WARRANTY INFORMATION

LINEHAUL/GENERAL SERVICE VEHICLES

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Auto Hauler
- Beverage Truck
- Bulk Hauler
- Chip Hauler (Truck)
- Cross Country Coach
- Doubles
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Grain Hauler
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Pipe Hauler
- Platform Auto Hauler
- Pumper
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Truck
- Triples
- Tour Bus
- Wrecker

LINEHAUL TYPICALLY IS

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction

GENERAL SERVICE TYPICALLY IS

- Moderate mileage operations (less than 60,000 miles/year)
- Well maintained public roads (less than 10% off-road)
- Less than three (3) stops per mile

WABCO Components[1]	
Air Management	
Air Brake Valves	1/100/P&L
Trailer Lift Axle Control Valve	
Trailer Control Line Filter[3]	
Air Compressors (ALL)[2]	2/200/P&L
Air Dryers (ALL)	3/300/P&L
Aerodynamics	
OptiFlow® TrailerSkirt	2/UnU/P
OptiFlow® Trailer Tail and AutoTail	2/Unl/P
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Electronic Braking System (EBS)	
Electronic Stability Control (ESC)	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Trailer ABS (Anti-Lock Braking System)[3]	
Driveline Suspension Control	
Clutch Controls	2/200/P&L
Leveling Valves	1/100/P&L
OptiRide® Automated Manual Transmission (AMT)	
OptiRide® Electronically Controlled Air Suspension (ECAS)	3/300/P&L

WABCO Components[1] (cont.)	
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	6/600/P
MAXXUS™ Truck Air Disc Brake	5/500/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 17 and 19 Air Disc Brake	2/Unl/P and 1/Unl/L
Pan 22 Air Disc Brake	5/500/P and 1/L
TRISTOP™ D Actuator w/ IBV or IRB	6/600/P
TRISTOP™ D Actuator	3/300/P
UNISTOP™ Actuator	2/200/P
Trailer MAXX22T™ Air Disc Brake	5/500/P and 1/L

[1] ZF and WABCO branded components. [2] WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. [3] An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

HEAVY SERVICE (VOCATIONAL) WARRANTY INFORMATION

HEAVY SERVICE VEHICLES

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Newspaper Delivery
- Package Delivery
- Pick-up and Delivery
- Rapid Intervention Vehicle (RIV)
- Rear Loader
- Recycling Truck
- Residential Pick-Up/Waste
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

HEAVY SERVICE TYPICALLY IS

- On/Off road vocations (10% or more off-road) OR
- Moderate to frequent starts/stops typically more than three (3) stops per mile

WABCO Components[1]	
Air Management	
Air Brake Valves	1/100/P&L
Air Compressors (ALL)2	
Air Dryers (ALL)	
Trailer Control Line Filter[3]	
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	2/200/P&L
Electronic Braking System (EBS)	3/300/P&L
Electronic Stability Control (ESC)	
Trailer ABS Valve[3]	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Driveline Suspension Control	
OptiRide® Electronically Controlled Air Suspension (ECAS)	2/200/P&L
Leveling Valves	1/100/P&L
Clutch Controls	2/200/P&L
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
Trailer MAXX22T™	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

1 ZF and WABCO branded components. 2 WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. 3 An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

INDUSTRIAL/OFF-HIGHWAY SERVICE WARRANTY INFORMATION

INDUSTRIAL AND OFF-HIGHWAY SERVICE TYPICALLY IS

- Low mileage operation[3]
- Vehicles are not typically licensed for highway use

Market	Common Application Types
Agriculture	Fertilizer Spreader, Tractor, Heavy Duty Ag Trailers, Harvester, Sprayer, Skid Loader, Silage Bagger, Slurry Wagons, Grain Cart
Airport Support	Pushback Tractor, Towing Tugs, Aircraft Tow Tractor, Refueling Trucks, Food Service Trucks, Baggage Tractors, De-Icing Equipment, Runway Clearing Equipment
Construction	All-Terrain Crane, Rough Terrain Crane, Excavator, Compactor, Wheel Loader, Road Roller, Motor Grader, Articulated Dump Truck, Rubber Tire Road Roller, Backhoe Loaders, Haul Trucks, Scraper Rough Terrain Forklifts, Trenchers, Drills
Forestry	Logging Forwarder, Kidder, Loaders, Yard Forklifts, Harvesters Fellers
Material Handling	Port Tractor, Rail Yard Spotter, Stevedoring Tractor, Trailer Spotter, Yard Jockey, Scissor Lift, Straddle Carrier, Manlift, Forklift, Boom Lift Telebandlers, Aerial Work Platforms
Mining	Specialized Mining, Excavator, Haul Truck, Underground Loader, Service Trucks, Wheel Loaders, Scrapers, Load Haul Dumps, Personnel Transports, Bolters, Scalers
Municipal	Street Sweeper, Utility Tractor, Utility Trucks, Tree Trimmers, Dump Trucks, Tow Trucks, Flat Bed Trucks, Winch Applications
Oil & Gas	Fracturing Trailer, Injecter Heads, Top Drives, Jack/Lift Boats, Wireline Trucks, Load-On / Load-Off
Rail	Railcar Mover, Track Layers, Grinders, Platform Crane, Locomotive Railcars, Ballast Equipment, Winch Applications

WABCO Components[1]	
Air Management	
Air Brake Valves	2/Unl/P
Air Compressors (ALL)2	
Air Dryers (ALL)	
Brake Actuation	
Air/Hydraulic Actuators	2/Unl/P
Master Cylinders	
Remote Actuators	
Slave and Wheel Cylinders	
Two Fluid Actuators	
Brake Locks	
Brake Locks (ALL)	2/Unl/P
Electric Brake Locks	
Lever Locks	
Braking Systems	
ABS (Anti-Lock Braking System) Air	1/100/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Driveline Suspension Control	
Clutch Controls	1/100/P&L
Leveling Valves	
Electrohydraulics & Controls	
Electronic Pedals	2/Unl/P
Electrohydraulic Brake Valves (EBV)	
Pressure Switches	
Hydraulic Braking Solutions	
Accumulator Charging Valves	2/Unl/P
Hydraulic Throttle Controls and Switches	
Modulating Brake Valves	
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
Caliper Disc Brakes	2/Unl/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
Multiple Disc Brakes	2/Unl/P
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

[1] ZF and WABCO branded components. 2 WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. 3 Equivalent hours of service limit: 2,000 hours for all components.

TERMS AND CONDITIONS

COVERAGE EXCLUSIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

This Warranty shall not apply to the following, but not limited to: (1) damage to the product or its component parts caused by incorrect use, installation, maintenance or repair, including without limitation (a) improper fit of mating components or brackets, damaged threads, cut, broken, chafed, pinched or otherwise damaged wiring (sensors, harnesses and connectors), (b) sensors damaged during removal when seized in block, or associated with sensor adjustments/ alignments, and (c) damage resulting from the use or installation of non-genuine WABCO components or materials; (2) damage to the product, its component parts, or diminished product or component part performance due to incorrect operation, deviation from approved conditions or misapplication; (3) any unauthorized disassembly of the product or its component parts including without limitation (a) obliterated, defaced or missing WABCO or WABCO name plate, serial numbers or label identifying the device as a ZF product or WABCO component, (b) changes to sealed adjusting screws, and (c) opening or attempted repair of non-serviceable components; (4) malfunction of the component due to internal contamination of the vehicle system including without limitation (a) water and other contamination damage that is due to the use of a non-genuine air dryer cartridge or (b) valve failures due to contamination in air system, (5) complaints associated with noise, (6) damage resulting from corrosion (including oxidation of electrical devices and connections).

AIR DRYERS

Mounting brackets (see vehicle OEM). Desiccant cartridge housing only.

AIR SYSTEM COMPONENTS

Normal wear items; Gladhand seals, dash valve knobs, valve actuation handles, treadles, pedals.

ABS, ELECTRONIC STABILITY CONTROL (ESC), ROLL STABILITY CONTROL (RSC), OPTIRIDE®, ONGUARD® AND ONLANE®, COLLECTIVELY "ELECTRONICS"

Failure of electronic components due to overvoltage condition, improper grounding, electrostatic discharge (ESD), improper shielding, electromagnetic interference (EMI), or other wiring or installation issues. Malfunctions and failure codes caused by other electronic subsystem failures (data bus, engine, transmission, dashboard, etc.)

HYDRAULIC COMPONENTS

For certain components, brake fluid DOT3 or DOT4 is used as the operating medium. Use of any other fluid will void all warranties associated with that component. For hydraulic braking applications the brake fluid is considered a maintenance item. Maintenance intervals are listed in TB-1367.

COVERAGE LIMITATIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program.

Products purchased on an incomplete vehicle (glider) are limited to one year, 1/Unl/P.

For vehicles that operate full- or part-time outside of the United States and Canada, a 1-Year/Unlimited Miles parts only (1/Unl/P) will apply.

TOOLBOX PLUS™ DIAGNOSTIC SOFTWARE

Proper diagnostics of WABCO Electronics may require the latest version of TOOLBOX PLUS™. Additional labor due to use of an outdated version of TOOLBOX™ software and/or the time to purchase or install the latest version of TOOLBOX PLUS™ are not covered under product warranty.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?
ZF CV Systems North America LLC and its North American subsidiaries and affiliates (ZF) warrant to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment will be free from defects in material and workmanship. This warranty coverage begins from the original in-service date to the limits provided and runs concurrently with any warranties provided by OEMs and/or any distribution agreements and/or any service contracts that cover the components listed in this publication, if any. If the components listed in this publication are covered by an OEM warranty and/or service contract, then the OEM's warranty and/ or service contract shall supersede ZF's warranty and Owner shall comply with all OEM's warranty and/or service contract requirements for claims under such OEM's warranty and/or service contract until those agreements expire. Once those agreements expire and provided the ZF warranty has not expired under the terms stated above, the ZF warranty will be in effect until its expiration date.

Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed previously in this publication. Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Additional diagnostic time due to use of an outdated version of TOOLBOX™, time to purchase or install latest version of TOOLBOX™ are the responsibility of the authorized ZF distributor networks and are not covered under product warranty. Components installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

(2) Designation of Vocational Use Required. To obtain warranty coverage, each Owner must notify ZF through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the WABCO components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with ZF directly. Failure to notify ZF of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date. A second Owner and each subsequent Owner must also notify ZF as to the intended vocational use of the vehicle. This notification can be sent directly to ZF or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use. Coverage under ZF's warranty requires that the application of products be properly approved pursuant to OEM and ZF, approvals.

(3) What is the Cost of this Warranty? There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty? In addition to the items listed on "Coverage Exclusions," this warranty does not cover normal wear and tear, or service items; nor does it cover a component that fails, malfunctions or is damaged as a result of (a) improper handling, storage, installation, adjustment, repair or modification including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by ZF, (b) accident, fire or other casualty, natural disaster, road debris, negligence, misuse, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the brake system capacity), or (c) improper or insufficient maintenance (including deviation from maintenance intervals, approved lubricants, or lube levels). This warranty does not cover any component or part that is not sold by ZF.

(5) To obtain service. If the owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either ZF or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM dealer or ZF distributor networks' servicer. The dealer or ZF authorized servicer will inspect the vehicle and contact ZF for an evaluation of the claim. When authorized by ZF, the dealer or ZF authorized servicer will repair or replace during the term of this warranty any defective WABCO component covered by this warranty.

(6) Disclaimer of Warranty and Limitation of remedies. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND/OR WARRANTY FOR HIDDEN OR LATENT DEFECTS, AND IN NO EVENT WILL ZF OR ANY OF ITS AFFILIATES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, PROGRESSIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

(7) Legal action. Any legal action or claim arising from or related to this Warranty, in contract or otherwise, must be commenced within one year from the accrual of that cause of action, or be barred forever. Any dispute arising in connection with this agreement shall be governed by and construed according to the laws of the State of Michigan and be brought, heard and determined exclusively in either the Circuit Court for the County of Oakland, State of Michigan or the United States District Court for the Eastern District of Michigan. The parties stipulate that the referenced venues are convenient.

(8) Remedy. The exclusive remedy under this warranty shall be the repair or replacement of the defective component at ZF's option. ZF reserves the right to require that all applicable covered components are available and/or returned to ZF for review
and evaluation. THE MAXIMUM LIABILITY, IF ANY, OF ZF FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCT and where indicated in the product and application warranty information above, the inclusion of labor is limited to the standard repair time. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATION OF DAMAGES PROVISION SET FORTH IN THIS PARAGRAPH SURVIVES BETWEEN THE ORIGINAL END USER AND ZF EVEN IF THE EXCLUSIVE REMEDY SET FORTH ABOVE IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. ZF may change the design or make improvements to its Products without incurring any warranty obligation for previously manufactured Product .

(9) Entire Agreement. This is the entire agreement between ZF and the Owner about warranty and no, ZF employee, or dealer is authorized to make any additional warranty on behalf of ZF unless in writing and signed by an authorized representative of ZF.

For further product details contact your distributor or the WABCO Customer Care Center at 855-228-3203.

About ZF Friedrichshafen AG

ZF is a global technology company and supplies systems for passenger cars, commercial vehicles and industrial technology, enabling the next generation of mobility. ZF allows vehicles to see, think and act. In the four technology domains Vehicle Motion Control, Integrated Safety, Automated Driving, and Electric Mobility, ZF offers comprehensive solutions for established vehicle manufacturers and newly emerging transport and mobility service providers. ZF electrifies different kinds of vehicles. With its products, the company contributes to reducing emissions and protecting the climate.

ZF, which acquired WABCO Holdings Inc. on May 29, 2020, now has 160,000 employees worldwide with approximately 260 locations in 41 countries. In 2019, the two then-independent companies achieved sales of €36.5 billion (ZF) and $3.4 billion (WABCO). For more information, visit: **www.wabco-na.com**

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WABCO

Fire and Rescue Apparatus

Ten (10) Year Structural Integrity
Custom Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty applies only to the cab tubular support and mounting structures and other structural components of the cab of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.** **This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0012

Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Exterior surfaces of the cab painted by Pierce shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:** **Topcoat Durability & Appearance: Gloss, Color Retention & Cracking** **0-72 months 100%** **73-96 months 50%** **97-120 months 25%** **Integrity of Coating System: Adhesion, Blistering/Bubbling** **0-36 months 100%** **37-84 months 50%** **85-120 months 25%** **Corrosion: Dissimilar Metal and Crevice** **0-36 months 100%** **37-48 months 50%** **49-72 months 25%** **73-120 months 10%** **Corrosion Perforation** **0-120 months 100%** **This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.** **Items not covered by this warranty include:** **(a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).** **(b) UV paint fade.** **(c) Any cab not manufactured by Pierce.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0055

Fire and Rescue Apparatus

Five (5) Year Material and Workmanship
Command Zone Electronics

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Command Zone control modules shall be free from failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Five (5) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty applies to all of the control modules for the Command Zone system, including the full color graphic displays. Related wire harnesses, cables and connectors are not covered under this limited warranty and are instead covered under the Pierce One Year Basic Apparatus Limited Warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0014

Fire and Rescue Apparatus

54 Months Material and Workmanship

Camera System

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**This limited warranty covers repairs to correct any defect related to materials or workmanship of the Sharpvision camera system installed on the apparatus occuring during the warranty period.**
Warranty Begins:	**The date of delivery.**
Warranty Period Ends After:	**Fifty - Four (54) months**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

1/11/2011 WA0188

Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship
Pierce 12V LED Strip Light

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occuring during the warranty period.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

7/5/2011 WA0203

NEW PRODUCT WARRANTY

PARTICIPATING OEM SALES
DISTRIBUTOR SALES

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES —** This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED —** The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING —** Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS —** Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS —** To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION —** Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD —** The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

  Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0–24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0–24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0–36	No Limit	No Charge	No Charge
HT with Electronic Controls	0–60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0–60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION —** Defects and damage caused as the result of any of the following are not covered:
  - — Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
  - — Misuse of the vehicle;
  - — Installation into unapproved applications and installations;
  - — Alterations or modification of the transmission or the vehicle, and
  - — Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
  - — Anything other than defects in Allison Transmission material or workmanship

  NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.
- **CHASSIS, BODY, and COMPONENTS —** The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL —** Defects and damage caused by any of the following are not covered:
  - — Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
  - — Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE —** Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS —** Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS —** Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES —** Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP —** Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions. **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.****

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9

Form SE0616EN (201009)

Fire and Rescue Apparatus

Five (5) Year Material and Workmanship - Transmission Oil Cooler
Three (3) Year Collateral Damage Coverage

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The transmission cooler shall be free from component or structural failures caused by defects in material and/or workmanship. Collateral damage up to $10,000 per occurrence is available for the first three (3) years.**
Warranty Begins:	**The date of delivery to the first retail purchaser.**
Warranty Period Ends After:	**Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty.** **This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner.** **Towing is covered to the nearest distributor or authorized dealer only when necessary to prevent further damage to your transmission.** **Labor costs for the removal and reinstallation of goods may be covered when necessary to make repairs. Please contact your OEM for authorization.** **Replacement of cooler during the warranty period is limited to 100% of reasonable labor costs up to a maximum of $700 to remove, replace, or repair the oil cooler.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Fifteen (15) Year Structural Integrity
Heavy Duty Rescue Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The apparatus body shall be free from structural failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Fifteen (15) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.** **This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0010

AMDOR Inc. TERMS OF BUSINESS AND GENERAL INFORMATION

Warranty:

All AMDOR Inc. roll-up door products are warranted for a period of 10 years from the date of delivery (with the exception of wet paint adhesion - please see below). AMDOR Inc. liability covers the replacement or repair of any component that fails due to defects in material and / or workmanship during the coverage period. We accept no liability for claims made for damages to any part (or parts) of a vehicle and / or machine (of any type) or injury claims by a person or persons assumed or alleged to have been brought about by the use or misuse of any product supplied by AMDOR Inc. Warranty coverage does not extend to door attachments including (but not limited to) decals, emblems, stripes and adhesives.

In order to initiate the claims process please contact your authorized representative of AMDOR Inc. Warranty claims must be accompanied by a written description providing full and reasonable details as to the nature of the defect. Upon receipt of your claim arrangements will be made to inspect the defective product (if necessary). Justified warranty claims will be repaired, exchanged, or credited to the customer's account at AMDOR Inc.'s discretion. All warranty claims must be approved in writing by the Customer Service Manager for AMDOR Inc. There are no exceptions to this clause.

Limited warranty coverage includes the labor associated with the disassembly and assembly of products deemed to be defective by AMDOR Inc. Labor allowances are based on a set time schedule as determined by AMDOR Inc. The maximum allowable hourly labor rate is $ 50. All warranty labor claims must be approved in writing by an authorized representative of AMDOR Inc. prior to commencement of work. Allowances for removal and installation:

Curtain replacement:	3/4 hour
Balancer replacement:	1 hour
Door ajar switch	3/4 hour
Bottom Panel Assembly:	1/2 hour
Slat replacement:	3/4 hour
Door removal and replacement	1 1/2 hours

Items authorized for return must be accompanied by a Return Goods Authorization (RGA) number. We will accept collect shipments of items deemed to be defective provided that they are returned via the most economical carrier. Should items be

returned by means other than the most economical carrier the difference will be charged back to the sender.

AMDOR Inc. reserves the right to reject any claim when a product has been opened, interfered with or modified. Claims may also be rejected when damage to the product (or any sub-assembly) has been brought about by accident, misuse, abuse, vandalism, incorrect installation, temperature extremes, chemical exposure or any factor other than regular operating conditions.

Limited Wet Paint Match Adhesion Warranty

AMDOR Inc. warrants wet paint finishes applied by AMDOR utilizing our approved factory paint specification. All wet paint match colors must be approved in writing by an authorized OEM representative. AMDOR Inc. will provide a color spray out for this purpose. The time required for shipping and consideration of initial color spray outs will be considered over and above stated lead times. Warranty coverage will extend for a period of not less than 5 years from the date of delivery as determined by AMDOR Inc.'s Packing Slip. AMDOR reserves the right to determine whether individual units will be replaced and / or repaired by an AMDOR approved vendor. An allowance will be made for labor associated with the disassembly and assembly of individual units at the prescribed hourly rate of $ 50 per hour. Compensation for labor will not exceed the maximum time allowance permitted for door removal and replacement. Written approval including specified allowance for time must be obtained from AMDOR prior to initiating work. Warranty coverage will extend to the following visible paint system defects:

1./ Loss of mechanical adhesion as evidenced by peeling, cracking or blistering which exposes the substrate material.

2./ Corrosion of the substrate due to paint system failure.

3./ Fading which results in a substantial departure from the primary AMDOR approved body color.

Wet paint adhesion limited warranty coverage will be excluded when damages to the system are determined by AMDOR Inc. to be a result of the following:

1./ Damage caused through the use of attachments including (but not limited to) decals, labels, adhesives, non factory approved coatings.

2./ Loss of gloss, discoloration or damage due to improper maintenance (including but not limited to) mechanical wash systems, pressure washers, steam cleaners, non approved wash or polishing agents.

3./ Abuse, acts of nature, excessive heat / cold, chemical exposure, vandalism and / or accidents.

4./ Scratches, chips, abrasions, or dents from any source.

This document supercedes all previous written and / or verbal warranties provided by AMDOR Inc. and / or it's affiliates.

Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion

Custom Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:** **Topcoat Durability & Appearance: Gloss, Color Retention & Cracking** **0-72 months 100%** **73-96 months 50%** **97-120 months 25%** **Integrity of Coating System: Adhesion, Blistering/Bubbling** **0-36 months 100%** **37-84 months 50%** **85-120 months 25%** **Corrosion: Dissimilar Metal and Crevice** **0-36 months 100%** **37-48 months 50%** **49-72 months 25%** **73-120 months 10%** **Corrosion Perforation** **0-120 months 100%** **This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.** **Items not covered by this warranty include:** **(a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).** **(b) UV paint fade.** **(c) Any cab not manufactured by Pierce.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0057

Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Goldstar® Gold Leaf Lamination

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Each Goldstar® gold leaf lamination shall be free from defects in material and workmanship.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

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GOLDENSTATEFIRE.COM

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DEALER SUPPLIED PRODUCT / SERVICES LIST

EXHIBIT D

PROPOSAL INTRDUCTION

With over three decades of industry expertise, Golden State Fire Apparatus, Inc. (GSFA) proudly stands as the premier authorized dealership for top-tier fire apparatus in Central and Northern California. Our steadfast commitment to detail and customer satisfaction has earned us a trusted reputation among first responders.

We sincerely appreciate the opportunity to present this comprehensive proposal for a PIERCE VELOCITY HEAVY DUTY RESCUE. Your consideration of this proposal is greatly valued, and we are eager for the opportunity to support your department with the highest level of excellence and professionalism.

DEALER-SUPPLIED PRODUCTS AND SERVICES

Golden State Fire Apparatus Inc. (GSFA) will furnish the following items and/or services before final delivery so that all necessary components and support are in place, contributing to an efficient final delivery process. Please refer to the detailed list below for a comprehensive overview of the products and/or services included:

AUTHORIZED MANUFACTURER

In accordance with the State of California Vehicle Code, specifically Section 11701, it is mandated that "every manufacturer of a vehicle subject to registration shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number." The manufacturer, as of the proposal submission, holds a valid license in compliance with this requirement and is prepared to furnish a copy upon request. This adherence to regulatory standards ensures that the manufacturer maintains a current and official status, promoting transparency and compliance with legal requirements throughout the duration of the proposal and subsequent processes.

AUTHORIZED DEALERSHIP

In compliance with the State of California Vehicle Code, specifically Section 11701, it is mandated that "a dealer in vehicles of a type subject to registration shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number." Golden State Fire Apparatus, Inc. possesses a valid license at the time of the bid, as detailed above, and can promptly provide a copy upon request. This adherence to regulatory standards ensures that the dealership maintains a current and official status, promoting transparency and compliance with legal requirements throughout the duration of the proposal and subsequent processes.

AUTHORIZED SALES REPRESENTATIVE

In accordance with the State of California Vehicle Code, specifically Section 11800, it is expressly prohibited for any individual to function as a vehicle salesperson without obtaining a license issued by the Department of Motor Vehicles (DMV). The representative, at the time of

proposal, holds a valid vehicle salesperson's license and is ready to furnish a copy upon request. This adherence to regulatory standards ensures that the sales representative maintains a current and official status, promoting transparency and compliance with legal requirements throughout the bidding process and subsequent phases.

VEHICLE REGISTRATION

In adherence to the State of California Vehicle Code Section 11739, it is mandated that the "dealer of a new motor vehicle sale is responsible for applying for the title, securing vehicle registration, and obtaining license plates for the Customer" through the Department of Motor Vehicles (DMV). Being a factory-authorized dealer of the vehicle being sold, Golden State Fire Apparatus, Inc. is duly authorized to register the vehicle with the State of California as a new vehicle manufacturer.

GSFA is committed to facilitating an excellent vehicle ownership experience for the customer. As such, we will manage all necessary applications and complete all transfer papers, including the application for California Exempt "E" license plates. This approach ensures compliance with regulatory requirements and a hassle-free registration process for our valued customers.

WEEKLY PROGRESS PHOTOGRAPHS

GSFA is committed to ensuring transparency and comprehensive reporting throughout the construction process of the apparatus. To achieve this, GSFA will provide weekly photographs capturing various stages of the apparatus or major components under construction.

Commencing from the initiation of the manufacturing process, the photographic documentation will extend throughout the entire production phase by the manufacturer. These weekly reports will offer a visual representation of the ongoing progress of the apparatus, highlighting key milestones and showcasing unique features and aspects as construction unfolds.

Our focus is to provide customers with a clear and detailed insight into the evolution of the apparatus, fostering a deeper understanding of the craftsmanship and distinct elements incorporated during the construction process. This commitment to regular, visual updates aims to enhance communication and transparency regarding the progress of the apparatus.

CONTINGENCY RESERVE FUND

A Contingency Reserve Fund amounting to $25,000 per unit is incorporated into the quotation to address potential change orders, unforeseen items, or necessary work that may arise during the contract. The utilization of this reserve fund is at the sole discretion of the Customer. It is essential to note that this reserve fund is not an estimate for the aforementioned contingencies, and the actual costs associated with change orders, unforeseen items, or required work may surpass the reserved amount depending on their nature.

Any unused portion of the Contingency Reserve Fund will be credited back on the final invoice. Alternatively, if not credited, the remaining funds will be promptly returned to the Customer in the form of a check following the completion of the final invoicing process. This approach guarantees financial transparency and effective management throughout the project.

PRE-CONSTRUCTION, FACTORY VISIT

A pre-construction trip to the manufacturing facility is included for four (4) Customer representatives. The primary objective of review and finalize, in detail, the specifications prior to the start of production. The pre-construction trip is anticipated to span four (4) days and three (3) nights, with scheduling details collaboratively determined between GSFA and the Customer.

GSFA will cover the costs associated with airfare, lodging, meals, and ground transportation during the stay at the manufacturer's location. Air travel will be arranged from one of the following airports: Sacramento, San Francisco, or San Jose.

It is important to note that certain costs, including Customer ground transportation within California, airport parking, luggage fees, and incidental expenses during travel to the factory, fall within the responsibility of the Customer. Furthermore, flight reservations are non-refundable, and in the event of a cancellation post-booking, the Customer will bear all associated costs, encompassing not only the original ticket cost but also any change or cancellation fees levied by the airline and/or travel agency. Additionally, flight reservations are non-transferable. This delineation aims to establish clarity and transparency regarding the allocation of responsibilities and potential costs associated with the pre-construction trip.

FINAL INSPECTION, FACTORY VISIT

A final inspection trip to the manufacturing facility is included for four (4) Customer representatives. The primary objective of this visit is to ensure the adherence of the apparatus to specifications and promptly identify any potential deficiencies. The final inspection trip is anticipated to span four (4) days and three (3) nights, with scheduling details collaboratively determined between GSFA and the Customer.

GSFA will cover the costs associated with airfare, lodging, meals, and ground transportation during the stay at the manufacturer's location. Air travel will be arranged from one of the following airports: Sacramento, San Francisco, or San Jose.

It is important to note that certain costs, including Customer ground transportation within California, airport parking, luggage fees, and incidental expenses during travel to the factory, fall within the responsibility of the Customer. Furthermore, flight reservations are non-refundable, and in the event of a cancellation post-booking, the Customer will bear all associated costs, encompassing not only the original ticket cost but also any change or

cancellation fees levied by the airline and/or travel agency. Additionally, flight reservations are non-transferable. This delineation aims to establish clarity and transparency regarding the allocation of responsibilities and potential costs associated with the final inspection trip.

DELIVERY TO AUTHORIZED SERVICE FACILITY

GSFA will deliver the apparatus to our Northern California facility located in Sacramento for a comprehensive dealer preparation inspection. This service, conducted at the expense of GSFA, aims to have the apparatus in optimal condition at the time of final delivery.

To ensure the proper break-in of all components while still under warranty, the apparatus will be delivered under its own power. The use of rail or truck freight for transportation is deemed unacceptable in order to uphold the highest standards of quality assurance during the delivery process. This approach not only aligns with warranty considerations but also emphasizes the commitment to delivering a fully operational apparatus to our valued customers.

PRE-DELIVERY SERVICE

Before reaching its final destination, the apparatus undergoes a pre-delivery service conducted by Golden State Emergency Vehicle Service, Inc. This service is designed to tap into the expertise of an external source, providing an experienced perspective that enhances the thoroughness of your final inspection. Our pre-delivery service covers the following areas:

1. Engine Compartment and Undercarriage:
    - Inspect for broken mounting brackets.
    - Inspect and identify locations of any fluid leaks.
    - General inspection of hoses, wiring, and linkage, focusing on potential wear points.
    - Verify correct fluid capacities for engine oil, coolant, power steering fluid, washer reservoir fluid, transmission fluid, rear-end fluid, pump transmission oil, and primer oil if applicable.
    - Re-torque U-bolts to OEM specifications if equipped with leaf spring suspension (Pierce Custom chassis only).

2. Interior:
    - Confirm proper operation of doors, windows, and locks, ensuring accurate adjustment.
    - Confirm proper operation of seatbelt alarms.
    - Confirm proper operation of all compartment door alarms, as well as hose bed cover, ladder rack, light tower, and deck gun alarms.
    - Ensure functionality of auxiliary power points, interior lighting, mirror, and seat controls, and if applicable - headsets and radios.
    - Inspect upholstery for quality and condition.

3. Exterior:
    - Address reasonable paint scratches or chips.
    - Tighten any loose hardware.
    - Inspect tires and wheels, ensure proper pressure.
    - Check compartment doors for proper operation and latch fit.
    - Lubricate compartment door locks if applicable.

4. Road Test:
    - Conduct a road test with a full water tank (if applicable), covering approximately twenty miles on both city and highway roads.
    - Perform a DOT compliant brake test to verify the system is holding air.
    - Inspect brake condition, wheel seals, and ensure drive train components reach optimal operating temperatures.
    - Conduct an Allison Transmission self-diagnostic to verify fluid level, fluid and filter life, and check for fault codes.

5. Electrical:
    - Verify the operation of all lights, sirens, and other electrical accessories.

6. Pump:
    - Operate the Pressure Governor or Relief Valve, transfer valve, and check pump shift.
    - Inspect water tank, pump and plumbing for leaks and calibrate the water level gauge.
    - Ensure smooth operation of all discharge, suction, and drain valves.

7. Pierce Husky™ Foam System:
    - If applicable, draft and inject clean water to ensure proper operation of the foam pump.

8. Fuel and DEF Tanks:
    - Fill the fuel tank and DEF tank prior to final delivery.

9. Wash:
    - Thoroughly wash the apparatus prior to final delivery.

This pre-delivery service assists the apparatus to meet our high standards of quality and operational efficiency before reaching its final destination.

FINAL DELIVERY (CUSTOMER LOCATION)

GSFA will deliver the completed Product, inclusive of any relevant equipment, spare parts, and supplies, to the Customer's specified address at GSFA's expense.

In preparation for the Product's delivery, the Customer is required to furnish GSFA with proof of liability and physical damage insurance. GSFA will withhold the release of the Product until such proof of insurance is provided.

To ensure a timely delivery process, it is incumbent upon the Customer to settle any outstanding balance owed to GSFA before or at the time the Product is completed and ready for delivery. In the event of delayed payment or delivery, GSFA reserves the right to impose a late fee and daily storage charge as outlined in the Standard Terms and Conditions until payment is received.

For compliance with insurance liability considerations, the Product will only be delivered upon full acceptance and full payment, or through a prior written agreement mutually reached between the Customer and GSFA. This ensures a secure and efficient finalization of the delivery process, aligning with both parties' obligations and safeguarding against potential liabilities.

COMPREHENSIVE SALES AND SERVICE SUPPORT

At GSFA, we understand that immediate response is essential - and the service and support of your apparatus should be no different. Since our founding in 1989, our mission has been to provide first responders with the highest quality, most reliable fire and emergency apparatus from top-tier manufacturers. We specialize in guiding our customers through the entire process - from apparatus evaluation and customization to final inspection - and ensuring years of reliable service through our Golden State Emergency Vehicle Service (GSEVS) division.

Golden State Emergency Vehicle Service (GSEVS)

Established in 2014, GSEVS is committed to building long-term, collaborative relationships by providing exceptional warranty and technical support. Our services cover a wide range of needs, including chassis, electrical systems, pump, aerial, routine maintenance, equipment mounting, and pump testing - with priority given to new units sold by GSFA. Our goal is to deliver prompt, professional service and unwavering support for your apparatus.

Sacramento Facility

Our Sacramento location features a 33,814-square-foot facility with 14 working bays and a 4,500-square-foot, two-story parts distribution department. Conveniently located near Highway 99 with easy access to Interstates 80 and 50, we are positioned to serve you efficiently.

Tracy Facility (Opening 2026)

Our second location in Tracy will expand our service capacity with a 49,634-square-foot facility featuring 21 working bays and a parts department equal in size to our Sacramento facility. Strategically located

within the "Tracy Triangle" - bordered by I-580, I-205, and I-5 - this facility will enhance our ability to serve customers in the Bay Area and beyond.

Certified and Experienced Technicians

Our service team includes factory-trained professionals certified by Pierce, ASE, and EVT. They undergo regular training to stay current on chassis, electrical systems, and aerial devices, ensuring expert handling of any challenge. Whether it's routine maintenance or complex diagnostics, you can count on expert care and precision with every visit.

Parts

At Golden State, we're dedicated to keeping your apparatus fully operational and mission-ready. That's why we maintain a robust inventory of both Pierce and non-Pierce parts—ready for immediate deployment when you need them most. If a part isn't in stock, we expedite orders directly from the manufacturer to minimize downtime and get your unit back in service without delay.

To make the process even more efficient, our digital Parts Request Portal offers a streamlined, user-friendly experience. It provides 24/7 access to submit requests, monitor order status, and communicate directly with our team—ensuring transparent updates and quicker turnaround times every step of the way.

Mobile Service

To minimize emergency apparatus downtime, we offer a robust mobile service program for on-site repairs and maintenance.

Pre-Delivery Inspection (PDI) Process

We employ a dedicated team of Pre-Delivery Inspection (PDI) technicians solely focused on ensuring your apparatus arrives in peak condition. Before your new custom unit is delivered, it undergoes a thorough, multi-point inspection to verify quality, performance, and compliance with all specifications. Our team handles every detail of the acceptance and delivery process—so you can take ownership with complete confidence and peace of mind.

Your Single Source for Sales and Service

With Golden State Fire, you have a single point of contact for sales, service, and support - all under one roof, with two strategically located facilities to serve you better. We are confident that our combination of expertise, customer service, and product support is unmatched by any other fire and emergency apparatus dealership in California.

END OF EXHIBIT "D"

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Receive the 2025 Housing Element Annual Progress Report and Housing Successor Agency Annual Report and Authorize the Submittal of Both Reports to California Department of Housing and Community Development and Governor's Office of Land Use and Climate Innovation (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3275; and Sarah Balcha, Senior Administrative Analyst, 408-586-3268)**
Category:	Consent Calendar-Community Development
Meeting Date:	3/17/2026
Recommendation:	Receive the 2025 Housing Element Annual Progress Report and Housing Successor Agency Annual Report and authorize the submittal of both reports to California Department of Housing and Community Development (HCD) and Governor's Office of Land Use and Climate Innovation (LCI).

BACKGROUND:

Government Code Section 65400 mandates that all cities and counties submit an Annual Progress Report on the status of the Housing Element to the California Department of Housing and Community Development (HCD) and Governor's Office of Land Use and Climate Innovation (LCI) by April 1 of each year. The City Housing Element was certified by the State when it demonstrated that adequate sites have been identified to accommodate the City's Regional Housing Needs Allocation (RHNA) housing growth. The Annual Progress Report tracks the actual progress of permitting and constructing. The current Housing Element reporting timeframe covers the RHNA cycle of 2023-2031.

In March 2015, a new State reporting requirement was established, which mandates that jurisdictions also submit a Housing Successor Agency Annual Report with the Annual Progress Report. The Housing Successor Agency Report details activities the Milpitas Housing Authority has undertaken over the 2024-2025 fiscal year relating to the Low and Moderate-Income Housing Asset Fund (LMIHAF). The format of the report is prepared in accordance with the forms adopted by HCD. Both reports are attached for reference.

ANALYSIS:

The information that follows provides a summary of the City's housing production for calendar year 2025. The attachments include the full reports to HCD and LCI. The entire progress report is available as attachment 1. Some of the tables in attachment 1 have been left blank because they do not apply.

Housing Element Annual Progress Report

Following recent changes in state law, this report tracks the entire development process from application through certificate of occupancy. The following table provides an overview which is followed by a breakdown for each of these development milestones. Some projects are recorded in several categories. For instance, applications for certain projects were submitted and entitled in 2025, and other projects were issued building permits and/or certificates of occupancy in 2025.

Housing Progress in 2025	
Type	Housing Units
Applications	37
Entitlements	39
Building Permits	238
Occupancy	255

Housing Applications

Attachment 1, Table A lists the housing units and developments for which an application was determined complete. In 2025, there were 37 housing units. The table below summarizes this data. For full details, see Attachment 1, Table A.

Housing Applications Submitted in 2025					
Unit Type	Extremely Low / Very Low	Low	Moderate	Above Moderate	**Total Units**
Multifamily	0	0	0	0	**0**
ADU	10	11	11	5	**37**
Single Family	0	0	0	0	**0**
Two to Four Unit	0	0	0	0	**0**
Total	10	11	11	5	**37**

Housing Entitlements, Building Permits, and Occupancy

Attachment 1, Table A2 lists the projects that have completed the entitlement process, have been issued building permits, or have passed the final inspection conducted by the Office of Building Safety.

In 2025, the City issued 39 planning entitlements. The table below summarizes entitlement data. For full details, see Attachment 1, Table A2.

Housing Entitlements Approved in 2025					
Unit Type	Extremely Low / Very Low	Low	Moderate	Above Moderate	**Total Units**
Multifamily	0	0	0	0	**0**
ADU	21	8	5	3	**37**
Single Family	0	0	0	2	**2**
Two to Four Unit	0	0	0	0	**0**
Total	**21**	**8**	**5**	**3**	**39**

Building permits are what the State uses to measure progress toward the City's RHNA goals. In 2025, the City issued building permits for a total of 238 units. The table below summarizes building permit data. For full details, see Attachment 1, Table A2.

Housing Building Permits Issued in 2025					
Unit Type	Extremely Low / Very Low	Low	Moderate	Above Moderate	**Total Units**
Multifamily	0	0	0	0	**0**
ADU	27	4	18	0	**49**
Single Family	0	0	18	134	**152**
Two to Four Unit	0	0	0	37	**37**
Total	**27**	**4**	**36**	**171**	**238**

*Note: Table above does not match Table A2 in Attachment a due to error in APR that is not calculating a unit

In 2025, the City conducted final inspection and issued occupancy for 255 housing units, 129 of which are for apartments. For HCD, townhomes are categorized as single family or as 2-4 unit depending on if the structure is for one unit or if it is interlocking. For full details, see Attachment 1, Table A2.

Housing Occupancy Issued in 2025					
Unit Type	Extremely Low / Very Low	Low	Moderate	Above Moderate	**Total Units**
Multifamily	26	66	0	37	**129**
ADU	3	23	14	10	**50**
Single Family	0	0	6	57	**63**
Two to Four Unit	0	0	0	13	**13**

Total	**29**	**89**	**20**	117	**255**

Overall Progress on RHNA Goals

While this report tracks all steps in the development cycle, RHNA production goals are measured by building permits issued. For the 2023-2031 RHNA cycle, the total housing production goal for the City of Milpitas is 6,713 housing units. In 2025, 238 units received issued building permits and were thus added to the City's RHNA progress.

The remaining RHNA goal is to permit 6,197 units. This is summarized in the table below. For details on the City's yearly progress since 2023, see Attachment 1, Table B.

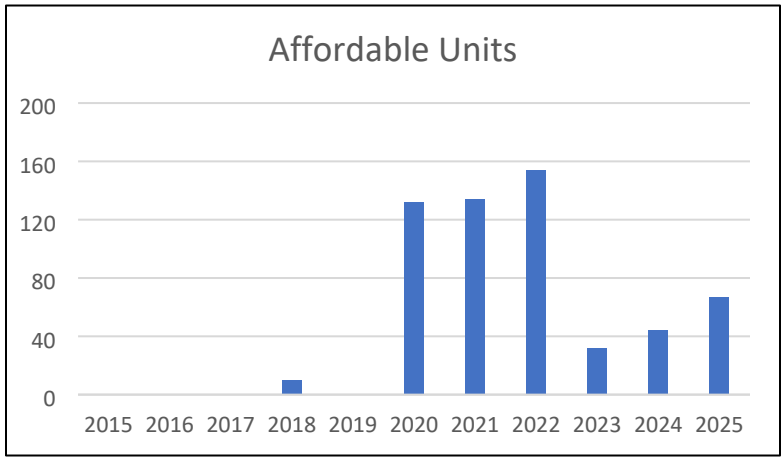
Milpitas RHNA by Income Level					
	Extremely Low / Very Low	Low	Moderate	Above Moderate	Total Units
RHNA Goals for 2023-2031	1,685	970	1,131	2,927	6,713
Building Permits 2023-2031	73	32	69	342	516
Remaining Balance of RHNA	1,612	938	1,062	2,585	6,197

Most jurisdictions throughout California have challenges meeting their RHNA goals, including those in the Bay Area. As housing production is a regional issue that transcends city boundaries and barriers, shared housing strategies can benefit all communities in the area. Toward this end, Housing and Planning staff regularly attend regional meetings and will continue to exchange best practices and lessons learned.

Housing Programs

The annual submittal also reports on the City's progress on implementing housing related policies and programs. The following highlights programs where the City made progress in 2025:

- The City anticipates the construction of over 300 new affordable units in the next few years. These will be built as stand-alone affordable housing and mixed-income housing in compliance with the City's Affordable Housing Ordinance.
    - In 2018, Milpitas City Council adopted its Affordable Housing Ordinance which requires developers to provide affordable housing for any development with 10 or more housing units.
    - The table below demonstrates the number of affordable units that have been issued building permits, which shows the success of the Affordable Housing Ordinance.



- The City Council has adopted both the Gateway/Main St. Specific Plan and its Comprehensive Zoning Update (formerly known as the Midtown Specific Plan) which includes modernization of the City's Zoning Ordinance and new design guidelines, densities, and land use designations through its Gateway/Main St. Specific Plan.

- The City adopted its Housing Opportunity Districts which utilizes incentive-based zoning in its specific plan updates to provide incentives (permit streamlining, CEQA streamlining, objective design standards, and financial incentives) for affordable developers and mixed-income housing.
- The City continues to employ its Development Handbook and Accessory Dwelling Unit (ADU) Toolkit to clarify the City's development review process and ADU regulations. Additionally, the City has an ADU Incentive Program and Safe ADU Legalization Program to encourage residents to obtain ADU permits to ensure that new ADUs, and existing but unpermitted ADUs, meet building codes and health and safety standards. These efforts are expected to improve customer service, reduce permit processing times, and streamline ADU production.
- The City is also preparing Objective Design Standards for residential and mixed-use developments to establish clear and implementable design criteria which will help ensure that new projects are attractive and meet the intent of the City's General Plan Update.
- The City Council authorized $950,000 in American Rescue Plan Act funding to be directed towards the City's Rent and Mortgage Relief Program. The rent relief program launched in December 2022. On April 16, 2024, the City Council authorized all mortgage relief funds be transferred to the rent relief program. On August 13, 2024, the City Council authorized an additional $763,000 in rent relief funds from a grant received through the State budget. The rent relief funding program provides assistance to Milpitas residents and families that have emergency housing needs such as rent, deposit relief, emergency hardship, eviction prevention, domestic violence relocation, child homelessness relief, and Section 8 Good Faith Deposit assistance.
- In 2022, the City Council authorized $1,017,554 in Permanent Local Housing Allocation funds to a Workforce Housing Rental Assistance Program (WHRAP) and a continuation of the City's homeless outreach program. The WHRAP program is ongoing and currently assists 22 households below 30% of the area median income with a rental subsidy for 24 months. In 2025, City Council approved a WHRAP round two to assist up to 28 more households with a 24-month rental subsidy.

Housing Successor Agency Annual Report
The Housing Successor Annual Report (Attachment 2) addresses the requirements of California Health and Safety Code Section 34176.1(f) regarding the Low- and Moderate-Income Housing Asset Fund (LMIHAF). This report outlines the financial and housing covenant details of the Milpitas Housing Authority (Housing Successor) for 2024-25 (Fiscal Year). The purpose of this report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

This report includes discussion on the deposits, ending balance, and expenditures from the LMIHAF, as well as a description of the Housing Successor's assets. The report also discusses the Housing Successor's current projects, acquisitions of any real property since February 1, 2012, or any outstanding obligations. Finally, as required by law, three separate tests are discussed – the income test, senior housing test, and excess surplus test. The results of these tests are discussed in Attachment 2.

POLICY ALTERNATIVE(S):
Alternative: Do not accept or authorize the submittal of the Housing Element Annual Progress Report and Housing Successor Agency Annual Report to HCD and LCI.

Pros: None.
Cons: If the City does not submit the reports to HCD and LCI, the City would not be in compliance with Government Code Section 65400.
Reason not recommended: Per Government Code Section 65400, failure to submit the reports will result in a court order or judgment compelling compliance.

FISCAL IMPACT:
Receiving and submitting the Housing Element Annual Progress Report and Housing Successor Agency Annual Report to HCD and LCI has no fiscal impact on the City.

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

Attachment(s):
(a) Housing Element Annual Progress Report
(b) Housing Successor Agency Annual Report

Jurisdiction	Milpitas	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	01/31/2023 - 01/31/2031

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	27
Low	Deed Restricted	0
	Non-Deed Restricted	4
Moderate	Deed Restricted	18
	Non-Deed Restricted	18
Above Moderate		171
Total Units		**238**

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	147	63
Single-family Detached	2	5	0
2 to 4 units per structure	0	37	13
5+ units per structure	0	0	129
Accessory Dwelling Unit	37	48	50
Mobile/Manufactured Home	0	0	0
Total	**39**	**237**	**255**

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	239	237
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	36
Number of Proposed Units in All Applications Received:	37
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Acutely Low	0	0	0
Extremely Low	0	0	0
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of	Units
Ministerial	36	37
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	203
Number of Units in Projects Permitted with a Density Bonus	202

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	24
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Milpitas	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes											Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Historic Sites	Density Bo Applica
1					2	3	4	5										6	7	8	9	10	11
Prior APN+	**Current APN**	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID**	**Unit Category** (SFA,SFD,2 to 4,5+,ADU,MH)	**Tenure** R=Renter O=Owner	**Date Application Submitted (see instructions)**	**Acutely Low-Income Deed Restricted**	**Acutely Low-Income Non Deed Restricted**	**Extremely Low-Income Deed Restricted**	**Extremely Low-Income Non Deed Restricted**	**Very Low-Income Deed Restricted**	**Very Low-Income Non Deed Restricted**	**Low-Income Deed Restricted**	**Low-Income Non Deed Restricted**	**Moderate-Income Deed Restricted**	**Moderate-Income Non Deed Restricted**	**Above Moderate-Income**	**Total PROPOSED Units by Project**	**Total APPROVED Units by project**	**Total DISAPPROVED Units by Project**	**Please select state streamlining provision/s the application was submitted pursuant to.**	**Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L?**	**Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?**
Summary Row: Start Data Entry Below								0	0	0	0	0	10	0	11	0	11	5	37	0	0			
	8615077	1161 Fallen Leaf Dr.		P-ADU25-0001	ADU	R	1/9/2025								1				1			NONE	No	No
	2915001	1243 Park Heights Dr.		P-ADU25-0002	ADU	R	2/4/2025										1		1			NONE	No	No
	2625036	1363 Cirolero St.		P-ADU25-0003	ADU	R	1/10/2025						1						1			NONE	No	No
	8810030	1565 Juputer Dr.		P-ADU25-0004	ADU	R	2/19/2025								1				1			NONE	No	No
	8839062	2333 Edsel Dr.		P-ADU25-0005	ADU	R	2/26/2025										1		1			NONE	No	No
	2623004	1388 N Hillview Dr.		P-ADU25-0006	ADU	R	3/11/2025						1						1			NONE	No	No
	2944028	1098 Nicklaus Av.		P-ADU25-0007	ADU	R	3/24/2025											1	1			NONE	No	No
	2219011	403 Heath St.		P-ADU25-0008	ADU	R	4/14/2025								1				1			NONE	No	No
	8837002	1015 S Park Victoria Dr.		P-ADU25-0009	ADU	R	4/21/2025										1		1			NONE	No	No
	2902007	1390 El Camino Higuera		P-ADU25-0010	ADU	R	4/21/2025						1						1			NONE	No	No
	2900182	482 Wool Dr.		P-ADU25-0011	ADU	R	4/21/2025								1				1			NONE	No	No
	2910084	502 Wool Dr.		P-ADU25-0012	ADU	R	4/21/2025										1		1			NONE	No	No
	2601069	362 Manferd St.		P-ADU25-0013	ADU	R	4/22/2025						1						1			NONE	No	No
	2220035	252 Heath St.		P-ADU25-0014	ADU	R	4/25/2025											1	1			NONE	No	No
	8615046	1193 Moonbeam Wy.		P-ADU25-0015	ADU	R	4/29/2025								1				1			NONE	No	No
	2611091	265 Coelho St.		P-ADU25-0016	ADU	R	5/5/2025										1		1			NONE	No	No
	8808058	1467 Edsel St.		P-ADU25-0018	ADU	R	5/20/2025						1						1			NONE	No	No
	8619006	1593 Greenwood Wy.		P-ADU25-0019	ADU	R	5/30/2025								1				1			NONE	No	No
	8809060	68 Carnegie Dr.		P-ADU25-0021	ADU	R	7/15/2025										1		1			NONE	No	No
	2943034	679 Santos Ct.		P-ADU25-0023	ADU	R	7/31/2025						1						1			NONE	No	No
	8812036	486 Lomer Wy.		P-ADU25-0024	ADU	R	8/7/2025											1	1			NONE	No	No
	2615052	1221 Arizona Av.		P-ADU25-0025	ADU	R	8/13/2025								1				1			NONE	No	No
	2916002	280 N Park Victoria Dr.		P-ADU25-0026	ADU	R	8/15/2025						1				1		2			NONE	No	No
	8809082	1414 Jupiter Ct.		P-ADU25-0028	ADU	R	9/10/2025								1				1			NONE	No	No
	8828130	1625 Grand Teton Dr.		P-ADU25-0029	ADU	R	9/12/2025										1		1			NONE	No	No
	2215053	529 Redwood Av.		P-ADU25-0030	ADU	R	9/12/2025						1						1			NONE	No	No
	8826083	1961 Big Bend Dr.		P-ADU25-0031	ADU	R	9/12/2025											1	1			NONE	No	No
	8848032	2143 Incline Ct.		P-ADU25-0032	ADU	R	10/1/2025								1				1			NONE	No	No
	2622109	1164 N Hillview Dr.		P-ADU25-0033	ADU	R	10/15/2025										1		1			NONE	No	No
	2928013	1882 Golden Hills Dr.		P-ADU25-0034	ADU	R	10/17/2025						1						1			NONE	No	No
	8803028	1119 Shirley Dr.		P-ADU25-0035	ADU	R	10/18/2025								1				1			NONE	No	No
	2934022	1449 Stemel Wy.		P-ADU25-0036	ADU	R	11/4/2025										1		1			NONE	No	No
	8815044	1811 Burley Dr.		P-ADU25-0037	ADU	R	12/8/2025						1						1			NONE	No	No

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
1					2	3	4									16	17	18	19	20			21	22	23	24	25
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Acutely Low- Income Deed Restricted	Acutely Low- Income Non Deed Restricted	Extremely Low- Income Deed Restricted	Extremely Low- Income Non Deed Restricted	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/ Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
Summary Row: Start Data Entry Below							#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!					0							
	2607054	1851 Vegas Av		B-BP23-0063	ADU	R												ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	2205051	852 Berryessa St		B-BP23-0846	ADU	R												ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	8615077	1161 Fallen Leaf Dr		B-BP24-0400	ADU	R						1						ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	8620106	1827 Blue Spruce Ct		B-BP24-0578	ADU	R												ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	8614130	1193 Sunrise Wy		B-BP24-0172	ADU	R												ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	2915001	1243 Park Heights Dr		B-BP25-0005	ADU	R						1						ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	2944028	1098 Nicklaus Av		B-BP25-0749	ADU	R								1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	8837002	1011 S PARK VICTORIA DR		B-BP23-0735	ADU	R						1						ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	8837002	1021 S PARK VICTORIA DR		B-BP23-0737	ADU	R												ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	2219011	401 Heath St		B-BP25-0266	ADU	R						1						ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	2623004	1388 N Hillview Dr		B-BP23-0749	ADU	R						1						ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	8615046	1189 Moonbeam Wy		B-BP24-0548	ADU	R						1						ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	8832037	1328 Olympic Dr		B-BP24-0531	ADU	R												ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	2620022	999 Columbus Dr		B-BP24-0581	ADU	R												ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	8808058	1471 Edsel Dr		B-BP24-0162	ADU	R						1						ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	8811055	93 Lawton Dr		B-BP24-0302	ADU	R												ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	2625036	1365 Cirolero St		B-BP25-0112	ADU	R						1						ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	8815043	1817 Burley Dr		B-BP24-0043	ADU	R												ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	2907014	1309 COUNTRYSIDE CT		B-BP23-0370	ADU	R												ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	2943034	681 Santos Ct		B-BP24-0022	ADU	R						1						ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	2802018	885 Valencia Dr		B-BP24-0549	ADU	R												ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	2943033	685 Santos Ct		B-BP23-0769	ADU	R												ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	2215053	531 Redwood Av		B-BP25-0259	ADU	R						1						ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									

	8826083	1960 Big Bend Dr		B-BP25-0335	ADU	R						1					ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2611091	263 Coelho St		B-BP25-0330	ADU	R						1					ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	8848032	2145 Incline Ct		B-BP24-0732	ADU	R						1					ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	8809060	74 Carnegie Dr		B-BP25-0410	ADU	R						1					ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	8803028	1115 Shirley Dr 1		B-BP24-0538	ADU	R								1			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	8803028	1115 Shirley Dr 2		B-BP24-0540	ADU	R								1			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2615052	1219 Arizona Av		B-BP25-0466	ADU	R						1					ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2601054	2118 Gross St		B-BP25-0409	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	8614130	1191 Sunrise Wy		B-BP24-0225	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2944007	1119 N Park Victoria Dr		B-BP20-0236	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	8808083	296 Carnegie Dr		B-BP22-0729	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2212006	698 Penitencia St		B-BP24-0778	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	8618033	58 Greentree Wy		B-BP24-0183	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2906003	876 Evans Rd		B-BP22-0520	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2920008	1580 Carl Av		B-BP22-0609	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	8829002	1517 Yellowstone Av		B-BP24-0206	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	8803057	1116 Shirley Dr 5		B-BP22-0455	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	8803057	1116 Shirley Dr 6		B-BP22-0456	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	8812044	466 Holly Wy		B-BP23-0581	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2910061	493 Printy Av		B-BP24-0010	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2616065	136 Washington Dr		B-BP23-0316	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2211019	864 Lexington St		B-BP23-0655	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2205051	846 Berryessa St		B-BP22-0504	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	8614014	1097 Starlite Dr		B-BP23-0358	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2601062	417 Gross St		B-BP23-0020	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2906038	894 Calaveras Ridge Dr		B-BP21-0622	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2928013	1886 Golden Hills Dr		B-BP19-0331	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										

	8838012	1471 Mt Shasta Av		B-BP24-0417	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	2611027	389 Washington Dr		B-BP22-0294	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	2620027	838 Horcajo St		B-BP23-0555	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	8823102	1710 Tahoe Dr		B-BP24-0278	ADU	R											ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	8636045	1889 PASSAGE ST	Parkside West I	B-MU23-0114	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8636045	1885 PASSAGE ST	Parkside West I	B-MU23-0113	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8636045	665 TRADE ZONE BL	Parkside West I	B-MU23-0112	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8636045	669 TRADE ZONE BL	Parkside West I	B-MU23-0111	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8641010	317 MONTAGUE EX	Pinnacle	B-MU22-0075	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8641010	337 MONTAGUE EX	Pinnacle	B-MU22-0080	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8641010	325 MONTAGUE EX	Pinnacle	B-MU22-0079	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8641010	321 MONTAGUE EX	Pinnacle	B-MU22-0078	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8641010	321 MONTAGUE EX	Pinnacle	B-MU22-0076	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8641010	325 MONTAGUE EX	Pinnacle	B-MU22-0077	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8636045	1986 JOURNEY ST	Parkside West I	B-MU23-0115	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8636045	675 TRADE ZONE BL	Parkside West I	B-MU23-0118	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8636045	1990 JOURNEY ST	Parkside West I	B-MU23-0116	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8636045	1952 JOURNEY ST	Parkside West I	B-MU23-0117	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8636045	1930 JOURNEY ST	Parkside West I	B-MU23-0119	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8636045	1896 JOURNEY ST	Parkside West I	B-MU23-0121	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8636045	1902 JOURNEY ST	Parkside West I	B-MU23-0122	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8636045	1936 JOURNEY ST	Parkside West I	B-MU23-0120	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8641010	1766 HOURET CT	Pinnacle	B-MU22-0059	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8641010	1762 HOURET CT	Pinnacle	B-MU22-0058	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8641010	303 MONTAGUE EX	Pinnacle	B-MU22-0074	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8641010	291 MONTAGUE EX	Pinnacle	B-MU22-0071	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		
	8641010	295 MONTAGUE EX	Pinnacle	B-MU22-0072	ADU	R										INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf				0.0%		Development Standards Modification	Yes		

	8641010	287 MONTAGUE EX	Pinnacle	B-MU22-0070	ADU	R											INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
	8641010	285 MONTAGUE EX	Pinnacle	B-MU22-0069	ADU	R											INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
	8641010	299 MONTAGUE EX	Pinnacle	B-MU22-0073	ADU	R											INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
	8641010	257 MONTAGUE EX	Pinnacle	B-MU22-0063	ADU	R											INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
	8641010	261 MONTAGUE EX	Pinnacle	B-MU22-0064	ADU	R											INC, DB						0.0%	1	Development Standards Modification	Yes	
	8641010	265 MONTAGUE EX	Pinnacle	B-MU22-0065	ADU	R											INC, DB						0.0%	1	Development Standards Modification	Yes	
	8641010	273 MONTAGUE EX	Pinnacle	B-MU22-0067	ADU	R											INC, DB						0.0%	1	Development Standards Modification	Yes	
	8641010	269 MONTAGUE EX	Pinnacle	B-MU22-0066	ADU	R											INC, DB						0.0%	1	Development Standards Modification	Yes	
	8641010	1819 CAPULET DR	Pinnacle	B-MU22-0062	ADU	R											INC, DB						0.0%	1	Development Standards Modification	Yes	
	8641010	1815 CAPULET DR	Pinnacle	B-MU22-0061	ADU	R											INC, DB						0.0%	1	Development Standards Modification	Yes	
	8641010	1813 CAPULET DR	Pinnacle	B-MU22-0060	ADU	R											INC, DB						0.0%	1	Development Standards Modification	Yes	
	8641010	275 MONTAGUE EX	Pinnacle	B-MU22-0068	ADU	R											INC, DB						0.0%	1	Development Standards Modification	Yes	
	8803064	1143 Edsel Dr 5		B-BP22-0453	ADU	R																					
	8803064	1143 Edsel Dr 6		B-BP22-0454	ADU	R																					
	8636045	608 ESCAPADE CT	Parkside West I	B-MU23-0048	SFA	O											DB, INC						0.0%	2	Development Standards Modification	Yes	
	8636045	1872 PASSAGE ST	Parkside West I	B-MU23-0110	SFA	O											DB, INC						0.0%	2	Development Standards Modification	Yes	
	8636045	1870 PASSAGE ST	Parkside West I	B-MU23-0109	SFA	O											DB, INC						0.0%	2	Development Standards Modification	Yes	
	8636045	1868 PASSAGE ST	Parkside West I	B-MU23-0108	SFA	O										Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
	8636045	1866 PASSAGE ST	Parkside West I	B-MU23-0107	SFA	O											DB, INC						0.0%	2	Development Standards Modification	Yes	
	8636045	1850 PASSAGE ST	Parkside West I	B-MU23-0106	SFA	O											DB, INC						0.0%	2	Development Standards Modification	Yes	
	8636045	1852 PASSAGE ST	Parkside West I	B-MU23-0105	SFA	O											DB, INC						0.0%	2	Development Standards Modification	Yes	
	8636045	1856 PASSAGE ST	Parkside West I	B-MU23-0104	SFA	O											DB, INC						0.0%	2	Development Standards Modification	Yes	
	8636045	1858 PASSAGE ST	Parkside West I	B-MU23-0103	SFA	O										Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
	8636045	606 ESCAPADE CT	Parkside West I	B-MU23-0049	SFA	O											DB, INC						0.0%	2	Development Standards Modification	Yes	
	8636045	1883 PASSAGE ST	Parkside West I	B-MU23-0041	SFA	O											DB, INC						0.0%	2	Development Standards Modification	Yes	
	8636045	1860 PASSAGE ST	Parkside West I	B-MU23-0102	SFA	O											DB, INC						0.0%	2	Development Standards Modification	Yes	
	8636045	1881 PASSAGE ST	Parkside West I	B-MU23-0040	SFA	O											DB, INC						0.0%	2	Development Standards Modification	Yes	
	8636045	610 ESCAPADE CT	Parkside West I	B-MU23-0047	SFA	O										Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	
	8636045	1887 PASSAGE ST	Parkside West I	B-MU23-0042	SFA	O											DB, INC						0.0%	2	Development Standards Modification	Yes	
	8636045	1891 PASSAGE ST	Parkside West I	B-MU23-0043	SFA	O										Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
	8636045	618 ESCAPADE CT	Parkside West I	B-MU23-0044	SFA	O										Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
	8636045	616 ESCAPADE CT	Parkside West I	B-MU23-0045	SFA	O											DB, INC						0.0%	2	Development Standards Modification	Yes	
	8636045	612 ESCAPADE CT	Parkside West I	B-MU23-0046	SFA	O											DB, INC						0.0%	2	Development Standards Modification	Yes	
	8636045	1879 PASSAGE ST	Parkside West I	B-MU23-0039	SFA	O											DB, INC						0.0%	2	Development Standards Modification	Yes	
	8636045	659 TRADE ZONE BL	Parkside West I	B-MU23-0037	SFA	O											DB, INC						0.0%	2	Development Standards Modification	Yes	
	8636045	661 TRADE ZONE BL	Parkside West I	B-MU23-0036	SFA	O											DB, INC						0.0%	2	Development Standards Modification	Yes	
	8636045	671 TRADE ZONE BL	Parkside West I	B-MU23-0033	SFA	O											DB, INC						0.0%	2	Development Standards Modification	Yes	
	8636045	663 TRADE ZONE BL	Parkside West I	B-MU23-0035	SFA	O											DB, INC						0.0%	2	Development Standards Modification	Yes	
	8636045	667 TRADE ZONE BL	Parkside West I	B-MU23-0034	SFA	O										Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
	8636045	653 TRADE ZONE BL	Parkside West I	B-MU23-0038	SFA	O										Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
	2238007	608 CHAMISE WY	Apex at the District	B-MU24-0018	SFA	O											DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	622 CHAMISE WY	Apex at the District	B-MU24-0021	SFA	O											DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	612 CHAMISE WY	Apex at the District	B-MU24-0019	SFA	O											DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	616 CHAMISE WY	Apex at the District	B-MU24-0017	SFA	O											DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	620 CHAMISE WY	Apex at the District	B-MU24-0016	SFA	O											DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	610 CHAMISE WY	Apex at the District	B-MU24-0015	SFA	O											DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	618 CHAMISE WY	Apex at the District	B-MU24-0020	SFA	O											DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1373 LILAC WY	Rise at the District	B-MU24-0038	2 to 4	O											DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1357 LILAC WY	Rise at the District	B-MU24-0042	2 to 4	O											DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1375 LILAC WY	Rise at the District	B-MU24-0047	2 to 4	O											DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1353 LILAC WY	Rise at the District	B-MU24-0046	2 to 4	O											DB, INC						1.0%	2	Development Standards Modification	Yes	

	2238007	1369 LILAC WY	Rise at the District	B-MU24-0045	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1359 LILAC WY	Rise at the District	B-MU24-0044	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1371 LILAC WY	Rise at the District	B-MU24-0043	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1363 LILAC WY	Rise at the District	B-MU24-0041	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1355 LILAC WY	Rise at the District	B-MU24-0039	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1367 LILAC WY	Rise at the District	B-MU24-0037	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1361 LILAC WY	Rise at the District	B-MU24-0036	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1365 LILAC WY	Rise at the District	B-MU24-0040	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1305 LAUREL WY	Rise at the District	B-MU24-0121	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1315 LAUREL WY	Rise at the District	B-MU24-0126	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1325 LAUREL WY	Rise at the District	B-MU24-0131	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1323 LAUREL WY	Rise at the District	B-MU24-0130	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1321 LAUREL WY	Rise at the District	B-MU24-0129	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1319 LAUREL WY	Rise at the District	B-MU24-0128	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1317 LAUREL WY	Rise at the District	B-MU24-0127	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1311 LAUREL WY	Rise at the District	B-MU24-0124	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1307 LAUREL WY	Rise at the District	B-MU24-0122	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1313 LAUREL WY	Rise at the District	B-MU24-0125	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1303 LAUREL WY	Rise at the District	B-MU24-0120	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1309 LAUREL WY	Rise at the District	B-MU24-0123	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	8641010	335 MONTAGUE EX	Pinnacle	B-MU22-0039	SFA	O										DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	327 MONTAGUE EX	Pinnacle	B-MU22-0037	SFA	O										DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	323 MONTAGUE EX	Pinnacle	B-MU22-0036	SFA	O									Other	DB, INC						0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
	8641010	319 MONTAGUE EX	Pinnacle	B-MU22-0035	SFA	O										DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	315 MONTAGUE EX	Pinnacle	B-MU22-0034	SFA	O										DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	331 MONTAGUE EX	Pinnacle	B-MU22-0038	SFA	O										DB, INC						0.0%	1	Development Standards Modification	Yes	
	2238007	1343 LAUREL WY	Rise at the District	B-MU24-0117	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1357 LAUREL WY	Rise at the District	B-MU24-0110	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1339 LAUREL WY	Rise at the District	B-MU24-0119	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1355 LAUREL WY	Rise at the District	B-MU24-0111	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1353 LAUREL WY	Rise at the District	B-MU24-0112	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1351 LAUREL WY	Rise at the District	B-MU24-0113	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1349 LAUREL WY	Rise at the District	B-MU24-0114	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1345 LAUREL WY	Rise at the District	B-MU24-0116	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1341 LAUREL WY	Rise at the District	B-MU24-0118	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1313 LILAC WY	Apex at the District	B-MU24-0028	SFA	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1347 LAUREL WY	Rise at the District	B-MU24-0115	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1311 LILAC WY	Apex at the District	B-BP23-0780	SFA	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1315 LILAC WY	Apex at the District	B-MU24-0027	SFA	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1317 LILAC WY	Apex at the District	B-MU24-0026	SFA	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1319 LILAC WY	Apex at the District	B-MU24-0025	SFA	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1321 LILAC WY	Apex at the District	B-MU24-0024	SFA	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1323 LILAC WY	Apex at the District	B-MU24-0023	SFA	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1325 LILAC WY	Apex at the District	B-MU24-0022	SFA	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1337 LAUREL WY	Rise at the District	B-BP24-0140	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1359 LAUREL WY	Rise at the District	B-MU24-0109	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1361 LAUREL WY	Rise at the District	B-MU24-0108	2 to 4	O										DB, INC						1.0%	2	Development Standards Modification	Yes	
	8641010	1755 CAPULET DR	Pinnacle	B-MU22-0041	SFA	O										DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	1766 JULIET CT	Pinnacle	B-MU22-0047	SFA	O										DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	1768 JULIET CT	Pinnacle	B-MU22-0046	SFA	O										DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	1761 CAPULET DR	Pinnacle	B-MU22-0044	SFA	O										DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	1759 CAPULET DR	Pinnacle	B-MU22-0043	SFA	O										DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	1757 CAPULET DR	Pinnacle	B-MU22-0042	SFA	O									Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households

	8641010	1760 JULIET CT	Pinnacle	B-MU22-0049	SFA	O									Other	DB, INC		55				0.0%	Development Standards 1 Modification	Yes	Deed Restricted for Moderate Income Households
	8641010	1753 CAPULET DR	Pinnacle	B-MU22-0040	SFA	O										DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	247 MONTAGUE EX	Pinnacle	B-MU22-0021	SFA	O										DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	245 MONTAGUE EX	Pinnacle	B-MU22-0020	SFA	O										DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	243 MONTAGUE EX	Pinnacle	B-MU22-0019	SFA	O									Other	DB, INC		55				0.0%	Development Standards 1 Modification	Yes	Deed Restricted for Moderate Income Households
	8641010	239 MONTAGUE EX	Pinnacle	B-MU22-0017	SFA	O										DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	1752 HOURET CT	Pinnacle	B-MU22-0050	SFA	O										DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	241 MONTAGUE EX	Pinnacle	B-MU22-0018	SFA	O										DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	1756 JULIET CT	Pinnacle	B-MU22-0051	SFA	O										DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	1762 JULIET CT	Pinnacle	B-MU22-0048	SFA	O										DB, INC						0.0%	Development Standards 1 Modification	Yes	
	2238007	1337 LILAC WY	Apex at the District	B-MU24-0034	SFA	O										DB, INC						1.0%	Development Standards 2 Modification	Yes	
	2238007	1335 LILAC WY	Apex at the District	B-MU24-0035	SFA	O										DB, INC						1.0%	Development Standards 2 Modification	Yes	
	2238007	1339 LILAC WY	Apex at the District	B-MU24-0033	SFA	O										DB, INC						1.0%	Development Standards 2 Modification	Yes	
	2238007	1341 LILAC WY	Apex at the District	B-MU24-0032	SFA	O										DB, INC						1.0%	Development Standards 2 Modification	Yes	
	2238007	1343 LILAC WY	Apex at the District	B-MU24-0031	SFA	O										DB, INC						1.0%	Development Standards 2 Modification	Yes	
	2238007	1345 LILAC WY	Apex at the District	B-MU24-0030	SFA	O										DB, INC						1.0%	Development Standards 2 Modification	Yes	
	2238007	1347 LILAC WY	Apex at the District	B-MU24-0029	SFA	O										DB, INC						1.0%	Development Standards 2 Modification	Yes	
	2238007	1333 LILAC WY	Apex at the District	B-BP23-0781	SFA	O										DB, INC						1.0%	Development Standards 2 Modification	Yes	
	8636045	1906 JOURNEY ST	Parkside West I	B-MU23-0076	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1807 PASSAGE ST	Parkside West I	B-MU23-0081	SFA	O										DB, INC	N/A	0	0			0.0%	Development Standards 2 Modification	Yes	Error in sheet - this is a market rate unit
	8636045	1805 PASSAGE ST	Parkside West I	B-MU23-0080	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1912 JOURNEY ST	Parkside West I	B-MU23-0079	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1910 JOURNEY ST	Parkside West I	B-MU23-0078	SFA	O									Other	DB, INC		55				0.0%	Development Standards 2 Modification	Yes	Deed Restricted for Moderate Income Households
	8636045	1908 JOURNEY ST	Parkside West I	B-MU23-0077	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	Error in sheet - column BE should not be highlighted
	8636045	1900 JOURNEY ST	Parkside West I	B-MU23-0075	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1898 JOURNEY ST	Parkside West I	B-MU23-0074	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1938 JOURNEY ST	Parkside West I	B-MU23-0073	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1890 JOURNEY ST	Parkside West I	B-MU23-0082	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1928 JOURNEY ST	Parkside West I	B-MU23-0071	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1932 JOURNEY ST	Parkside West I	B-MU23-0072	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1888 JOURNEY ST	Parkside West I	B-MU23-0083	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1886 JOURNEY ST	Parkside West I	B-MU23-0084	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1882 JOURNEY ST	Parkside West I	B-MU23-0085	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1880 JOURNEY ST	Parkside West I	B-MU23-0086	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1926 JOURNEY ST	Parkside West I	B-MU23-0070	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1876 JOURNEY ST	Parkside West I	B-MU23-0088	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1878 JOURNEY ST	Parkside West I	B-MU23-0087	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1922 JOURNEY ST	Parkside West I	B-MU23-0069	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1823 PASSAGE ST	Parkside West I	B-MU23-0050	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1825 PASSAGE ST	Parkside West I	B-MU23-0051	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1976 JOURNEY ST	Parkside West I	B-MU23-0052	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1978 JOURNEY ST	Parkside West I	B-MU23-0053	SFA	O									Other	DB, INC		55				0.0%	Development Standards 2 Modification	Yes	Deed Restricted for Moderate Income Households
	8636045	1980 JOURNEY ST	Parkside West I	B-MU23-0054	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	Error in sheet - column BE should not be highlighted
	8636045	1982 JOURNEY ST	Parkside West I	B-MU23-0055	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1968 JOURNEY ST	Parkside West I	B-MU23-0063	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1811 PASSAGE ST	Parkside West I	B-MU23-0066	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1819 PASSAGE ST	Parkside West I	B-MU23-0065	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1813 PASSAGE ST	Parkside West I	B-MU23-0067	SFA	O									Other	DB, INC		55				0.0%	Development Standards 2 Modification	Yes	Deed Restricted for Moderate Income Households
	8636045	1988 JOURNEY ST	Parkside West I	B-MU23-0056	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	Error in sheet - column BE should not be highlighted
	8636045	1920 JOURNEY ST	Parkside West I	B-MU23-0068	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1966 JOURNEY ST	Parkside West I	B-MU23-0062	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1962 JOURNEY ST	Parkside West I	B-MU23-0061	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1960 JOURNEY ST	Parkside West I	B-MU23-0060	SFA	O										DB, INC						0.0%	Development Standards 2 Modification	Yes	

	8636045	1956 JOURNEY ST	Parkside West I	B-MU23-0059	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1950 JOURNEY ST	Parkside West I	B-MU23-0058	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1992 JOURNEY ST	Parkside West I	B-MU23-0057	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8636045	1817 PASSAGE ST	Parkside West I	B-MU23-0064	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	650 OHLONE ST	Toll Brothers at South Main	B-MU25-0020	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	690 OHLONE ST	Toll Brothers at South Main	B-MU25-0014	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	662 OHLONE ST	Toll Brothers at South Main	B-MU25-0015	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	658 S MAIN ST	Toll Brothers at South Main	B-MU25-0006	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	660 OHLONE ST	Toll Brothers at South Main	B-MU25-0016	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	688 OHLONE ST	Toll Brothers at South Main	B-MU25-0013	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	658 OHLONE ST	Toll Brothers at South Main	B-MU25-0017	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	648 OHLONE ST	Toll Brothers at South Main	B-MU25-0019	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	718 OHLONE ST	Toll Brothers at South Main	B-MU25-0052	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	716 OHLONE ST	Toll Brothers at South Main	B-MU25-0053	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	712 OHLONE ST	Toll Brothers at South Main	B-MU25-0054	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	710 OHLONE ST	Toll Brothers at South Main	B-MU25-0055	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	708 OHLONE ST	Toll Brothers at South Main	B-MU25-0056	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	706 OHLONE ST	Toll Brothers at South Main	B-MU25-0057	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	656 OHLONE ST	Toll Brothers at South Main	B-MU25-0018	SFA	O										Other	DB, INC		55				0.0%	Development Standards 2 Modification	Yes	Deed Restricted for Moderate Income Households
	8625027	648 S MAIN ST	Toll Brothers at South Main	B-MU25-0002	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	662 S MAIN ST	Toll Brothers at South Main	B-MU25-0008	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	686 OHLONE ST	Toll Brothers at South Main	B-MU25-0012	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	646 S MAIN ST	Toll Brothers at South Main	B-MU25-0001	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	650 S MAIN ST	Toll Brothers at South Main	B-MU25-0003	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	652 S MAIN ST	Toll Brothers at South Main	B-MU25-0004	SFA	O										Other	DB, INC		55				0.0%	Development Standards 2 Modification	Yes	Deed Restricted for Moderate Income Households
	8625027	656 S MAIN ST	Toll Brothers at South Main	B-MU25-0005	SFA	O										Other	DB, INC		55				0.0%	Development Standards 2 Modification	Yes	Deed Restricted for Moderate Income Households
	8625027	660 S MAIN ST	Toll Brothers at South Main	B-MU25-0007	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	678 OHLONE ST	Toll Brothers at South Main	B-MU25-0009	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	680 OHLONE ST	Toll Brothers at South Main	B-MU25-0010	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	682 OHLONE ST	Toll Brothers at South Main	B-MU25-0011	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	630 S MAIN ST	Toll Brothers at South Main	B-MU25-0023	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8641010	1736 HOURET CT	Pinnacle	B-MU22-0055	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	638 S MAIN ST	Toll Brothers at South Main	B-MU25-0026	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	636 S MAIN ST	Toll Brothers at South Main	B-MU25-0025	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8625027	632 S MAIN ST	Toll Brothers at South Main	B-MU25-0024	SFA	O										Other	DB, INC		55				0.0%	Development Standards 2 Modification	Yes	Deed Restricted for Moderate Income Households
	8625027	624 S MAIN ST	Toll Brothers at South Main	B-MU25-0022	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8641010	1738 HOURET CT	Pinnacle	B-MU22-0056	SFA	O											DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	1732 HOURET CT	Pinnacle	B-MU22-0054	SFA	O											DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	1752 HOURET CT	Pinnacle	B-MU22-0053	SFA	O											DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	1752 HOURET CT	Pinnacle	B-MU22-0052	SFA	O											DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	1763 CAPULET DR	Pinnacle	B-MU22-0045	SFA	O											DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8625027	626 S MAIN ST	Toll Brothers at South Main	B-MU25-0021	SFA	O											DB, INC						0.0%	Development Standards 2 Modification	Yes	
	8641010	1768 HOURET CT	Pinnacle	B-MU22-0003	SFA	O											DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	225 VERONA CT	Pinnacle	B-MU22-0006	SFA	O											DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	231 VERONA CT	Pinnacle	B-MU22-0004	SFA	O											DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	1760 HOURET CT	Pinnacle	B-MU22-0002	SFA	O											DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	229 VERONA CT	Pinnacle	B-MU22-0005	SFA	O											DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	223 VERONA CT	Pinnacle	B-MU22-0007	SFA	O											DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	305 MONTAGUE EX	Pinnacle	B-MU22-0033	SFA	O											DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	293 MONTAGUE EX	Pinnacle	B-MU22-0030	SFA	O											DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	297 MONTAGUE EX	Pinnacle	B-MU22-0031	SFA	O										Other	DB, INC		55				0.0%	Development Standards 1 Modification	Yes	Deed Restricted for Moderate Income Households
	8641010	283 MONTAGUE EX	Pinnacle	B-MU22-0028	SFA	O											DB, INC						0.0%	Development Standards 1 Modification	Yes	
	8641010	289 MONTAGUE EX	Pinnacle	B-MU22-0029	SFA	O											DB, INC						0.0%	Development Standards 1 Modification	Yes	

	8641010	301 MONTAGUE EX	Pinnacle	B-MU22-0032	SFA	O											DB, INC						0.0%	1	Development Standards Modification	Yes	
	2238007	1359 CALIFORNIA CL	Apex at the District	B-MU24-0010	SFA	O											DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1361 CALIFORNIA CL	Apex at the District	B-MU24-0014	SFA	O											DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1351 CALIFORNIA CL	Apex at the District	B-MU24-0013	SFA	O											DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1347 CALIFORNIA CL	Apex at the District	B-MU24-0011	SFA	O											DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1353 CALIFORNIA CL	Apex at the District	B-MU24-0009	SFA	O											DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1349 CALIFORNIA CL	Apex at the District	B-MU24-0008	SFA	O											DB, INC						1.0%	2	Development Standards Modification	Yes	
	2238007	1357 CALIFORNIA CL	Apex at the District	B-MU24-0012	SFA	O											DB, INC						1.0%	2	Development Standards Modification	Yes	
	8636039	529 LUNDY PL		B-MU19-0134	SFA	O																					
	8636039	537 LUNDY PL		B-MU19-0138	SFA	O																					
	8636039	535 LUNDY PL		B-MU19-0137	SFA	O																					
	8636039	539 LUNDY PL		B-MU19-0139	SFA	O																					
	8636039	531 LUNDY PL		B-MU19-0135	SFA	O																					
	8636039	527 LUNDY PL		B-MU19-0133	SFA	O																					
	8636039	525 LUNDY PL		B-MU19-0132	SFA	O																					
	8636039	533 LUNDY PL		B-MU19-0136	SFA	O																					
	8641010	255 MONTAGUE EX	Pinnacle	B-MU22-0022	SFA	O											DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	259 MONTAGUE EX	Pinnacle	B-MU22-0023	SFA	O											DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	263 MONTAGUE EX	Pinnacle	B-MU22-0024	SFA	O										Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
	8641010	267 MONTAGUE EX	Pinnacle	B-MU22-0025	SFA	O										Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
	8641010	271 MONTAGUE EX	Pinnacle	B-MU22-0026	SFA	O											DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	277 MONTAGUE EX	Pinnacle	B-MU22-0027	SFA	O											DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	228 VERONA CT	Pinnacle	B-MU22-0011	SFA	O											DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	1825 CAPULET DR	Pinnacle	B-MU22-0016	SFA	O											DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	1823 CAPULET DR	Pinnacle	B-MU22-0015	SFA	O											DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	1821 CAPULET DR	Pinnacle	B-MU22-0014	SFA	O											DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	1811 CAPULET DR	Pinnacle	B-MU22-0012	SFA	O											DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	226 VERONA CT	Pinnacle	B-MU22-0010	SFA	O										Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
	8641010	222 VERONA CT	Pinnacle	B-MU22-0009	SFA	O											DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	220 VERONA CT	Pinnacle	B-MU22-0008	SFA	O											DB, INC						0.0%	1	Development Standards Modification	Yes	
	8641010	1817 CAPULET DR	Pinnacle	B-MU22-0013	SFA	O											DB, INC						0.0%	1	Development Standards Modification	Yes	
	8636036	308 Sango Ct	308 Sango	B-BP22-0091	5+	R										RDA	DB, INC		55				27.0%	5	Development Standards Modification	Yes	Deed Restricted Apartment Units
	2910084	500 Wool Dr		B-BP24-0167	SFD	O																					
	2910083	490 Wool Dr		B-BP24-0166	SFD	O																					
	2910082	480 Wool Dr		B-BP24-0165	SFD	O																					
	2910081	470 Wool Dr		B-BP24-0164	SFD	O																					
	4230021	500 Vista Spring Ct		B-BP24-0367	SFD	O																					
	2606009	1730 Sunnyhills Dr		B-BP21-0191	5+	R										Other	INC, DB		55				0.0%	8	Other	Yes	Deed Restricted Apartment Units
	8810030	1565 Jupiter Dr		P-ADU25-0004	ADU	R							1					ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	8839062	2333 Edsel Dr		P-ADU25-0005	ADU	R												ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2902007	1390 El Camino Higuera		P-ADU25-0010	ADU	R					1							ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2910082	482 Wool Dr		P-ADU25-0011	ADU	R				1								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2910084	502 Wool Dr		P-ADU25-0012	ADU	R				1								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2601069	362 Manford St		P-ADU25-0013	ADU	R					1							ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2220035	252 Heath St		P-ADU25-0014	ADU	R							1					ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	8619006	1593 Greenwood Wy		P-ADU25-0019	ADU	R												ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	8812036	468 Lomer Wy		P-ADU25-0024	ADU	R				1								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	2916002	280 N Park Victoria Dr		P-ADU25-0026	ADU	R					1		1					ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
	8809082	1414 Jupiter Ct		P-ADU25-0028	ADU	R												ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										

	8828130	1625 Grand Teton Dr		P-ADU25-0029	ADU	R				1								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	2622109	1164 N Hillview Dr		P-ADU25-0033	ADU	R						1						ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	2943022	1449 Sternel Wy		P-ADU25-0036	ADU	R								1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	8815044	1811 Burley Dr		P-ADU25-0037	ADU	R												ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	2601054	2114 Gross St		P-ADU25-0038	ADU	R				1								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	2617001	304 Garcia Ct		P-MS25-0193	ADU	R						1						ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	8808059	1461 Edsel Dr.		P-MS25-0217	ADU	R								1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
	2223008	125 Alton St		P-SD25-0005	SFD	O																				
	2921033	1619 Ellis Av		P-SD25-0008	SFD	O																				

Table A2

- New Construction, Entitled, Permits and Completed Units

Project Identifier							Affordability by Household Incomes - Building Permits					Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
					5	6	7					16	17	18	19	20			21	22	23	24	25
Current APN	Street Address	Project Name*	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non Deed Restricted	Very Low-Income Deed Restricted	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/ Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
			4	2		6	#REF!	#REF!	#REF!	#REF!	#REF!					0							
2607054	1851 Vegas Av					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2205051	852 Berryessa St					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8615077	1161 Fallen Leaf Dr				1/9/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8620106	1827 Blue Spruce Ct					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8614130	1193 Sunrise Wy					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2915001	1243 Park Heights Dr				3/14/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2944028	1098 Nicklaus Av				3/24/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8837002	1011 S PARK VICTORIA DR				4/21/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8837002	1021 S PARK VICTORIA DR					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2219011	401 Heath St				4/17/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2623004	1388 N Hillview Dr				3/11/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8615046	1189 Moonbeam Wy				4/29/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8832037	1328 Olympic Dr					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2620022	999 Columbus Dr					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8808058	1471 Edsel Dr				5/20/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8811055	93 Lawton Dr					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2625036	1365 Cirolero St				1/23/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8815043	1817 Burley Dr					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2907014	1309 COUNTRYSIDE CT					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									

2943034	681 Santos Ct				8/7/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2802018	885 Valencia Dr					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2943033	685 Santos Ct					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2215053	531 Redwood Av				9/12/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8826083	1960 Big Bend Dr				9/12/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2611091	263 Coelho St				5/5/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8848032	2145 Incline Ct				10/1/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8809060	74 Carnegie Dr				9/25/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8803028	1115 Shirley Dr 1				10/17/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8803028	1115 Shirley Dr 2				10/17/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2615052	1219 Arizona Av				8/15/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2601054	2118 Gross St					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8614130	1191 Sunrise Wy					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2944007	1119 N Park Victoria Dr					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8808083	296 Carnegie Dr					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2212006	698 Penitencia St					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8618033	58 Greentree Wy					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2906003	876 Evans Rd					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2920008	1580 Carl Av					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8829002	1517 Yellowstone Av					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8803057	1116 Shirley Dr 5					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8803057	1116 Shirley Dr 6					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8812044	466 Holly Wy					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										

2910061	493 Printy Av					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2616065	136 Washington Dr					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2211019	864 Lexington St					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2205051	846 Berryessa St					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8614014	1097 Starlite Dr					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2601062	417 Gross St					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2906038	894 Calaveras Ridge Dr					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2928013	1886 Golden Hills Dr					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8838012	1471 Mt Shasta Av					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2611027	389 Washington Dr					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2620027	838 Horcajo St					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8823102	1710 Tahoe Dr					0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8636045	1889 PASSAGE ST	Parkside West I				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1885 PASSAGE ST	Parkside West I				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	665 TRADE ZONE BL	Parkside West I				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	669 TRADE ZONE BL	Parkside West I				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8641010	317 MONTAGUE EX	Pinnacle				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	337 MONTAGUE EX	Pinnacle				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	325 MONTAGUE EX	Pinnacle				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	321 MONTAGUE EX	Pinnacle				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	321 MONTAGUE EX	Pinnacle				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	325 MONTAGUE EX	Pinnacle				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8636045	1986 JOURNEY ST	Parkside West I				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	

8636045	675 TRADE ZONE BL	Parkside West I				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1990 JOURNEY ST	Parkside West I				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1952 JOURNEY ST	Parkside West I				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1930 JOURNEY ST	Parkside West I				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1896 JOURNEY ST	Parkside West I				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1902 JOURNEY ST	Parkside West I				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1936 JOURNEY ST	Parkside West I				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8641010	1766 HOURET CT	Pinnacle				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	1762 HOURET CT	Pinnacle				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	303 MONTAGUE EX	Pinnacle				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	291 MONTAGUE EX	Pinnacle				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	295 MONTAGUE EX	Pinnacle				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	287 MONTAGUE EX	Pinnacle				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	285 MONTAGUE EX	Pinnacle				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	299 MONTAGUE EX	Pinnacle				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	257 MONTAGUE EX	Pinnacle				0							INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	261 MONTAGUE EX	Pinnacle				0							INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	265 MONTAGUE EX	Pinnacle				0							INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	273 MONTAGUE EX	Pinnacle				0							INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	269 MONTAGUE EX	Pinnacle				0							INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	1819 CAPULET DR	Pinnacle				0							INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	1815 CAPULET DR	Pinnacle				0							INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	1813 CAPULET DR	Pinnacle				0							INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	275 MONTAGUE EX	Pinnacle				0							INC, DB						0.0%	1	Development Standards Modification	Yes	
8803064	1143 Edsel Dr 5					0																		
8803064	1143 Edsel Dr 6					0																		
8636045	608 ESCAPADE CT	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1872 PASSAGE ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1870 PASSAGE ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1868 PASSAGE ST	Parkside West I				0						Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8636045	1866 PASSAGE ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	

8636045	1850 PASSAGE ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1852 PASSAGE ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1856 PASSAGE ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1858 PASSAGE ST	Parkside West I				0						Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8636045	606 ESCAPADE CT	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1883 PASSAGE ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1860 PASSAGE ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1881 PASSAGE ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	610 ESCAPADE CT	Parkside West I				0						Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	
8636045	1887 PASSAGE ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1891 PASSAGE ST	Parkside West I				0						Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8636045	618 ESCAPADE CT	Parkside West I				0						Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8636045	616 ESCAPADE CT	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	612 ESCAPADE CT	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1879 PASSAGE ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	659 TRADE ZONE BL	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	661 TRADE ZONE BL	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	671 TRADE ZONE BL	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	663 TRADE ZONE BL	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	667 TRADE ZONE BL	Parkside West I				0						Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8636045	653 TRADE ZONE BL	Parkside West I				0						Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
2238007	608 CHAMISE WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	622 CHAMISE WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	612 CHAMISE WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	616 CHAMISE WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	620 CHAMISE WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	610 CHAMISE WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	618 CHAMISE WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1373 LILAC WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1357 LILAC WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1375 LILAC WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1353 LILAC WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1369 LILAC WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1359 LILAC WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1371 LILAC WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1363 LILAC WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1355 LILAC WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1367 LILAC WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1361 LILAC WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1365 LILAC WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1305 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1315 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1325 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1323 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1321 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1319 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	

2238007	1317 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1311 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1307 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1313 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1303 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1309 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
8641010	335 MONTAGUE EX	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	327 MONTAGUE EX	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	323 MONTAGUE EX	Pinnacle				0						Other	DB, INC						0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	319 MONTAGUE EX	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	315 MONTAGUE EX	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	331 MONTAGUE EX	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
2238007	1343 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1357 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1339 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1355 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1353 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1351 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1349 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1345 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1341 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1313 LILAC WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1347 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1311 LILAC WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1315 LILAC WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1317 LILAC WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1319 LILAC WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1321 LILAC WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1323 LILAC WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1325 LILAC WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1337 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1359 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1361 LAUREL WY	Rise at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
8641010	1755 CAPULET DR	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1766 JULIET CT	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1768 JULIET CT	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1761 CAPULET DR	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1759 CAPULET DR	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1757 CAPULET DR	Pinnacle				0						Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	1760 JULIET CT	Pinnacle				0						Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	1753 CAPULET DR	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	247 MONTAGUE EX	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	245 MONTAGUE EX	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	243 MONTAGUE EX	Pinnacle				0						Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	239 MONTAGUE EX	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1752 HOURET CT	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	

8641010	241 MONTAGUE EX	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1756 JULIET CT	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1762 JULIET CT	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
2238007	1337 LILAC WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1335 LILAC WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1339 LILAC WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1341 LILAC WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1343 LILAC WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1345 LILAC WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1347 LILAC WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1333 LILAC WY	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
8636045	1906 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1807 PASSAGE ST	Parkside West I				0							DB, INC	N/A	0	0			0.0%	2	Development Standards Modification	Yes	Error in sheet - this is a market rate unit
8636045	1805 PASSAGE ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1912 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1910 JOURNEY ST	Parkside West I				0						Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8636045	1908 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	Error in sheet - column BE should not be highlighted
8636045	1900 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1898 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1938 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1890 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1928 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1932 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1888 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1886 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1882 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1880 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1926 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1876 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1878 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1922 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1823 PASSAGE ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1825 PASSAGE ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1976 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1978 JOURNEY ST	Parkside West I				0						Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8636045	1980 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	Error in sheet - column BE should not be highlighted
8636045	1982 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1968 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1811 PASSAGE ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1819 PASSAGE ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1813 PASSAGE ST	Parkside West I				0						Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8636045	1988 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	Error in sheet - column BE should not be highlighted
8636045	1920 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1966 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1962 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1960 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	

8636045	1956 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1950 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1992 JOURNEY ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1817 PASSAGE ST	Parkside West I				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	650 OHLONE ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	690 OHLONE ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	662 OHLONE ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	658 S MAIN ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	660 OHLONE ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	688 OHLONE ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	658 OHLONE ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	648 OHLONE ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	718 OHLONE ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	716 OHLONE ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	712 OHLONE ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	710 OHLONE ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	708 OHLONE ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	706 OHLONE ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	656 OHLONE ST	Toll Brothers at South Main				0						Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8625027	648 S MAIN ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	662 S MAIN ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	686 OHLONE ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	646 S MAIN ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	650 S MAIN ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	652 S MAIN ST	Toll Brothers at South Main				0						Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8625027	656 S MAIN ST	Toll Brothers at South Main				0						Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8625027	660 S MAIN ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	678 OHLONE ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	680 OHLONE ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	682 OHLONE ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	630 S MAIN ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8641010	1736 HOURET CT	Pinnacle				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	638 S MAIN ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	636 S MAIN ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	632 S MAIN ST	Toll Brothers at South Main				0						Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8625027	624 S MAIN ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8641010	1738 HOURET CT	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1732 HOURET CT	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1752 HOURET CT	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1752 HOURET CT	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1763 CAPULET DR	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8625027	626 S MAIN ST	Toll Brothers at South Main				0							DB, INC						0.0%	2	Development Standards Modification	Yes	
8641010	1768 HOURET CT	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	225 VERONA CT	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	231 VERONA CT	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1760 HOURET CT	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	

8641010	229 VERONA CT	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	223 VERONA CT	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	305 MONTAGUE EX	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	293 MONTAGUE EX	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	297 MONTAGUE EX	Pinnacle				0						Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	283 MONTAGUE EX	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	289 MONTAGUE EX	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	301 MONTAGUE EX	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
2238007	1359 CALIFORNIA CL	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1361 CALIFORNIA CL	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1351 CALIFORNIA CL	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1347 CALIFORNIA CL	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1353 CALIFORNIA CL	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1349 CALIFORNIA CL	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1357 CALIFORNIA CL	Apex at the District				0							DB, INC						1.0%	2	Development Standards Modification	Yes	
8636039	529 LUNDY PL					0																	
8636039	537 LUNDY PL					0																	
8636039	535 LUNDY PL					0																	
8636039	539 LUNDY PL					0																	
8636039	531 LUNDY PL					0																	
8636039	527 LUNDY PL					0																	
8636039	525 LUNDY PL					0																	
8636039	533 LUNDY PL					0																	
8641010	255 MONTAGUE EX	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	259 MONTAGUE EX	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	263 MONTAGUE EX	Pinnacle				0						Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	267 MONTAGUE EX	Pinnacle				0						Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	271 MONTAGUE EX	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	277 MONTAGUE EX	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	228 VERONA CT	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1825 CAPULET DR	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1823 CAPULET DR	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1821 CAPULET DR	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1811 CAPULET DR	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	226 VERONA CT	Pinnacle				0						Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	222 VERONA CT	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	220 VERONA CT	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1817 CAPULET DR	Pinnacle				0							DB, INC						0.0%	1	Development Standards Modification	Yes	
8636036	308 Sango Ct	308 Sango				0						RDA	DB, INC		55				27.0%	5	Development Standards Modification	Yes	Deed Restricted Apartment Units
2910084	500 Wool Dr					0																	
2910083	490 Wool Dr					0																	
2910082	480 Wool Dr					0																	
2910081	470 Wool Dr					0																	
4230021	500 Vista Spring Ct					0																	
2606009	1730 Sunnyhills Dr					0						Other	INC, DB		55				0.0%	0	Other	Yes	Deed Restricted Apartment Units
8810030	1565 Jupiter Dr				2/26/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8839062	2333 Edsel Dr		1		2/26/2025	1								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2902007	1390 El Camino Higuera				4/21/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2910082	482 Wool Dr				4/21/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									

2910084	502 Wool Dr				4/21/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2601069	362 Manferd St				4/22/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2220035	252 Heath St				4/25/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8619006	1593 Greenwood Wy		1		5/30/2025	1								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8812036	468 Lomer Wy				8/13/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2916002	280 N Park Victoria Dr				8/15/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8809082	1414 Jupiter Ct		1		9/10/2025	1								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8828130	1625 Grand Teton Dr				9/12/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2622109	1164 N Hillview Dr				10/15/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2943022	1449 Sternel Wy				11/4/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8815044	1811 Burley Dr		1		12/8/2025	1								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2601054	2114 Gross St				12/19/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2617001	304 Garcia Ct				9/9/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8808059	1461 Edsel Dr.				11/26/2025	0								ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2223008	125 Alton St			1	12/11/2025	1																	
2921033	1619 Ellis Av			1	11/6/2025	1																	
						0																	
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Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier												Affordability by Household Incomes - Certificates of Occupancy	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
										8	9	10	16	17	18	19	20			21	22	23	24	25
Current APN	Street Address	Project Name*	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	Acutely Low-Income Deed Restricted	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/ Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
			27	0	4	18	18	171		237	#REF!						0							
2607054	1851 Vegas Av		1						1/7/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2205051	852 Berryessa St		1						1/13/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8615077	1161 Fallen Leaf Dr		1						2/4/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8620106	1827 Blue Spruce Ct		1						2/25/2025	0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8614130	1193 Sunrise Wy		1						3/10/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2915001	1243 Park Heights Dr		1						3/18/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2944028	1098 Nicklaus Av		1						11/24/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8837002	1011 S PARK VICTORIA DR		1						4/18/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8837002	1021 S PARK VICTORIA DR		1						4/18/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2219011	401 Heath St		1						4/22/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2623004	1388 N Hillview Dr		1						4/23/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8615046	1189 Moonbeam Wy		1						4/28/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8832037	1328 Olympic Dr		1						4/29/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2620022	999 Columbus Dr		1						5/13/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8808058	1471 Edsel Dr		1						5/19/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8811055	93 Lawton Dr		1						5/19/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2625036	1365 Cirolero St		1						5/23/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8815043	1817 Burley Dr		1						7/3/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2907014	1309 COUNTRYSIDE CT		1						7/7/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										

2943034	681 Santos Ct		1						7/30/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2802018	885 Valencia Dr		1						8/4/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2943033	685 Santos Ct		1						8/29/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2215053	531 Redwood Av		1						9/12/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8826083	1960 Big Bend Dr		1						9/12/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2611091	263 Coelho St		1						9/22/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8848032	2145 Incline Ct		1						9/25/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8809060	74 Carnegie Dr		1						10/15/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8803028	1115 Shirley Dr 1			1					10/21/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8803028	1115 Shirley Dr 2			1					10/21/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2615052	1219 Arizona Av			1					11/4/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2601054	2118 Gross St			1					12/17/2025	1				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8614130	1191 Sunrise Wy									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2944007	1119 N Park Victoria Dr									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8808083	296 Carnegie Dr									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2212006	698 Penitencia St									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8618033	58 Greentree Wy									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2906003	876 Evans Rd									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2920008	1580 Carl Av									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8829002	1517 Yellowstone Av									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8803057	1116 Shirley Dr 5									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8803057	1116 Shirley Dr 6									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8812044	466 Holly Wy									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									

2910061	493 Printy Av									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2616065	136 Washington Dr									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2211019	864 Lexington St									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2205051	846 Berryessa St									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8614014	1097 Starlite Dr									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2601062	417 Gross St									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2906038	894 Calaveras Ridge Dr									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2928013	1886 Golden Hills Dr									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8838012	1471 Mt Shasta Av									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2611027	389 Washington Dr									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2620027	838 Horcajo St									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8823102	1710 Tahoe Dr									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8636045	1889 PASSAGE ST	Parkside West I					1		1/22/2025	1			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1885 PASSAGE ST	Parkside West I					1		1/22/2025	1			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	665 TRADE ZONE BL	Parkside West I					1		1/23/2025	1			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	669 TRADE ZONE BL	Parkside West I					1		1/23/2025	1			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8641010	317 MONTAGUE EX	Pinnacle					1		2/18/2025	1			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	337 MONTAGUE EX	Pinnacle					1		2/18/2025	1			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	325 MONTAGUE EX	Pinnacle					1		2/18/2025	1			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	321 MONTAGUE EX	Pinnacle					1		2/18/2025	1			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	321 MONTAGUE EX	Pinnacle					1		2/18/2025	1			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	325 MONTAGUE EX	Pinnacle					1		2/18/2025	1			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8636045	1986 JOURNEY ST	Parkside West I					1		6/16/2025	1			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	

8636045	675 TRADE ZONE BL	Parkside West I					1		6/16/2025	1			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1990 JOURNEY ST	Parkside West I					1		6/16/2025	1			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1952 JOURNEY ST	Parkside West I					1		6/16/2025	1			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1930 JOURNEY ST	Parkside West I					1		6/16/2025	1			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1896 JOURNEY ST	Parkside West I					1		6/16/2025	1			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1902 JOURNEY ST	Parkside West I					1		6/16/2025	1			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1936 JOURNEY ST	Parkside West I					1		6/16/2025	1			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8641010	1766 HOURET CT	Pinnacle								0			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	1762 HOURET CT	Pinnacle								0			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	303 MONTAGUE EX	Pinnacle								0			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	291 MONTAGUE EX	Pinnacle								0			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	295 MONTAGUE EX	Pinnacle								0			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	287 MONTAGUE EX	Pinnacle								0			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	285 MONTAGUE EX	Pinnacle								0			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	299 MONTAGUE EX	Pinnacle								0			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	257 MONTAGUE EX	Pinnacle								0			INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	261 MONTAGUE EX	Pinnacle								0			INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	265 MONTAGUE EX	Pinnacle								0			INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	273 MONTAGUE EX	Pinnacle								0			INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	269 MONTAGUE EX	Pinnacle								0			INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	1819 CAPULET DR	Pinnacle								0			INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	1815 CAPULET DR	Pinnacle								0			INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	1813 CAPULET DR	Pinnacle								0			INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	275 MONTAGUE EX	Pinnacle								0			INC, DB						0.0%	1	Development Standards Modification	Yes	
8803064	1143 Edsel Dr 5									0													
8803064	1143 Edsel Dr 6									0													
8636045	608 ESCAPADE CT	Parkside West I						1	1/22/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1872 PASSAGE ST	Parkside West I						1	1/22/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1870 PASSAGE ST	Parkside West I						1	1/22/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1868 PASSAGE ST	Parkside West I				1			1/22/2025	1		Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8636045	1866 PASSAGE ST	Parkside West I						1	1/22/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1850 PASSAGE ST	Parkside West I						1	1/22/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1852 PASSAGE ST	Parkside West I						1	1/22/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	

8636045	1856 PASSAGE ST	Parkside West I						1	1/22/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes		
8636045	1858 PASSAGE ST	Parkside West I				1			1/22/2025	1		Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes		Deed Restricted for Moderate Income Households
8636045	606 ESCAPADE CT	Parkside West I						1	1/22/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes		
8636045	1883 PASSAGE ST	Parkside West I						1	1/22/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes		
8636045	1860 PASSAGE ST	Parkside West I						1	1/22/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes		
8636045	1881 PASSAGE ST	Parkside West I						1	1/22/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes		
8636045	610 ESCAPADE CT	Parkside West I				1			1/22/2025	1		Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes		
8636045	1887 PASSAGE ST	Parkside West I						1	1/22/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes		
8636045	1891 PASSAGE ST	Parkside West I				1			1/22/2025	1		Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes		Deed Restricted for Moderate Income Households
8636045	618 ESCAPADE CT	Parkside West I				1			1/22/2025	1		Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes		Deed Restricted for Moderate Income Households
8636045	616 ESCAPADE CT	Parkside West I						1	1/22/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes		
8636045	612 ESCAPADE CT	Parkside West I						1	1/22/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes		
8636045	1879 PASSAGE ST	Parkside West I						1	1/22/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes		
8636045	659 TRADE ZONE BL	Parkside West I						1	1/23/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes		
8636045	661 TRADE ZONE BL	Parkside West I						1	1/23/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes		
8636045	671 TRADE ZONE BL	Parkside West I						1	1/23/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes		
8636045	663 TRADE ZONE BL	Parkside West I						1	1/23/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes		
8636045	667 TRADE ZONE BL	Parkside West I				1			1/23/2025	1		Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes		Deed Restricted for Moderate Income Households
8636045	653 TRADE ZONE BL	Parkside West I				1			1/23/2025	1		Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes		Deed Restricted for Moderate Income Households
2238007	608 CHAMISE WY	Apex at the District						1	1/31/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	622 CHAMISE WY	Apex at the District						1	1/31/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	612 CHAMISE WY	Apex at the District						1	1/31/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	616 CHAMISE WY	Apex at the District						1	1/31/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	620 CHAMISE WY	Apex at the District						1	1/31/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	610 CHAMISE WY	Apex at the District						1	1/31/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	618 CHAMISE WY	Apex at the District						1	1/31/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1373 LILAC WY	Rise at the District						1	2/6/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1357 LILAC WY	Rise at the District						1	2/6/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1375 LILAC WY	Rise at the District						1	2/6/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1353 LILAC WY	Rise at the District						1	2/6/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1369 LILAC WY	Rise at the District						1	2/6/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1359 LILAC WY	Rise at the District						1	2/6/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1371 LILAC WY	Rise at the District						1	2/6/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1363 LILAC WY	Rise at the District						1	2/6/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1355 LILAC WY	Rise at the District						1	2/6/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1367 LILAC WY	Rise at the District						1	2/6/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1361 LILAC WY	Rise at the District						1	2/6/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1365 LILAC WY	Rise at the District						1	2/6/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1305 LAUREL WY	Rise at the District						1	2/11/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1315 LAUREL WY	Rise at the District						1	2/11/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1325 LAUREL WY	Rise at the District						1	2/11/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1323 LAUREL WY	Rise at the District						1	2/11/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1321 LAUREL WY	Rise at the District						1	2/11/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1319 LAUREL WY	Rise at the District						1	2/11/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1317 LAUREL WY	Rise at the District						1	2/11/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1311 LAUREL WY	Rise at the District						1	2/11/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1307 LAUREL WY	Rise at the District						1	2/11/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		
2238007	1313 LAUREL WY	Rise at the District						1	2/11/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes		

2238007	1303 LAUREL WY	Rise at the District						1	2/11/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1309 LAUREL WY	Rise at the District						1	2/11/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
8641010	335 MONTAGUE EX	Pinnacle						1	2/18/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	327 MONTAGUE EX	Pinnacle						1	2/18/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	323 MONTAGUE EX	Pinnacle				1			2/18/2025	1		Other	DB, INC						0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	319 MONTAGUE EX	Pinnacle						1	2/18/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	315 MONTAGUE EX	Pinnacle						1	2/18/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	331 MONTAGUE EX	Pinnacle						1	2/18/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
2238007	1343 LAUREL WY	Rise at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1357 LAUREL WY	Rise at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1339 LAUREL WY	Rise at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1355 LAUREL WY	Rise at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1353 LAUREL WY	Rise at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1351 LAUREL WY	Rise at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1349 LAUREL WY	Rise at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1345 LAUREL WY	Rise at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1341 LAUREL WY	Rise at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1313 LILAC WY	Apex at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1347 LAUREL WY	Rise at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1311 LILAC WY	Apex at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1315 LILAC WY	Apex at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1317 LILAC WY	Apex at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1319 LILAC WY	Apex at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1321 LILAC WY	Apex at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1323 LILAC WY	Apex at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1325 LILAC WY	Apex at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1337 LAUREL WY	Rise at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1359 LAUREL WY	Rise at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1361 LAUREL WY	Rise at the District						1	2/27/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
8641010	1755 CAPULET DR	Pinnacle						1	3/3/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1766 JULIET CT	Pinnacle						1	3/3/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1768 JULIET CT	Pinnacle						1	3/3/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1761 CAPULET DR	Pinnacle						1	3/3/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1759 CAPULET DR	Pinnacle						1	3/3/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1757 CAPULET DR	Pinnacle				1			3/3/2025	1		Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	1760 JULIET CT	Pinnacle				1			3/3/2025	1		Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	1753 CAPULET DR	Pinnacle						1	3/3/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	247 MONTAGUE EX	Pinnacle						1	3/3/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	245 MONTAGUE EX	Pinnacle						1	3/3/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	243 MONTAGUE EX	Pinnacle				1			3/3/2025	1		Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	239 MONTAGUE EX	Pinnacle						1	3/3/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1752 HOURET CT	Pinnacle						1	3/3/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	241 MONTAGUE EX	Pinnacle						1	3/3/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1756 JULIET CT	Pinnacle						1	3/3/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1762 JULIET CT	Pinnacle						1	3/3/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
2238007	1337 LILAC WY	Apex at the District						1	4/24/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1335 LILAC WY	Apex at the District						1	4/24/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1339 LILAC WY	Apex at the District						1	4/24/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	

2238007	1341 LILAC WY	Apex at the District						1	4/24/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1343 LILAC WY	Apex at the District						1	4/24/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1345 LILAC WY	Apex at the District						1	4/24/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1347 LILAC WY	Apex at the District						1	4/24/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1333 LILAC WY	Apex at the District						1	4/24/2025	1			DB, INC						1.0%	2	Development Standards Modification	Yes	
8636045	1906 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1807 PASSAGE ST	Parkside West I						1	6/16/2025	1			DB, INC	N/A	0	0			0.0%	2	Development Standards Modification	Yes	Error in sheet - this is a market rate unit
8636045	1805 PASSAGE ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1912 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1910 JOURNEY ST	Parkside West I				1			6/16/2025	1		Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8636045	1908 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	Error in sheet - column BE should not be highlighted
8636045	1900 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1898 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1938 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1890 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1928 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1932 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1888 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1886 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1882 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1880 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1926 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1876 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1878 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1922 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1823 PASSAGE ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1825 PASSAGE ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1976 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1978 JOURNEY ST	Parkside West I				1			6/16/2025	1		Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8636045	1980 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	Error in sheet - column BE should not be highlighted
8636045	1982 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1968 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1811 PASSAGE ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1819 PASSAGE ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1813 PASSAGE ST	Parkside West I				1			6/16/2025	1		Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8636045	1988 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	Error in sheet - column BE should not be highlighted
8636045	1920 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1966 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1962 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1960 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1956 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1950 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1992 JOURNEY ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1817 PASSAGE ST	Parkside West I						1	6/16/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	650 OHLONE ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	690 OHLONE ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	662 OHLONE ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	658 S MAIN ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	

8625027	660 OHLONE ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	688 OHLONE ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	658 OHLONE ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	648 OHLONE ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	718 OHLONE ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	716 OHLONE ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	712 OHLONE ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	710 OHLONE ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	708 OHLONE ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	706 OHLONE ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	656 OHLONE ST	Toll Brothers at South Main				1			8/20/2025	1		Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8625027	648 S MAIN ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	662 S MAIN ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	686 OHLONE ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	646 S MAIN ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	650 S MAIN ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	652 S MAIN ST	Toll Brothers at South Main				1			8/20/2025	1		Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8625027	656 S MAIN ST	Toll Brothers at South Main				1			8/20/2025	1		Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8625027	660 S MAIN ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	678 OHLONE ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	680 OHLONE ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	682 OHLONE ST	Toll Brothers at South Main						1	8/20/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	630 S MAIN ST	Toll Brothers at South Main						1	10/22/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8641010	1736 HOURET CT	Pinnacle						1	10/23/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	638 S MAIN ST	Toll Brothers at South Main						1	10/23/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	636 S MAIN ST	Toll Brothers at South Main						1	10/23/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	632 S MAIN ST	Toll Brothers at South Main				1			10/23/2025	1		Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8625027	624 S MAIN ST	Toll Brothers at South Main						1	10/23/2025	1			DB, INC						0.0%	2	Development Standards Modification	Yes	
8641010	1738 HOURET CT	Pinnacle						1	10/23/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1732 HOURET CT	Pinnacle						1	10/23/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1752 HOURET CT	Pinnacle						1	10/23/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1752 HOURET CT	Pinnacle						1	10/23/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1763 CAPULET DR	Pinnacle						1	10/23/2025	1			DB, INC						0.0%	1	Development Standards Modification	Yes	
8625027	626 S MAIN ST	Toll Brothers at South Main							10/23/2025	0			DB, INC						0.0%	2	Development Standards Modification	Yes	
8641010	1768 HOURET CT	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	225 VERONA CT	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	231 VERONA CT	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1760 HOURET CT	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	229 VERONA CT	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	223 VERONA CT	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	305 MONTAGUE EX	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	293 MONTAGUE EX	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	297 MONTAGUE EX	Pinnacle								0		Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	283 MONTAGUE EX	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	289 MONTAGUE EX	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	301 MONTAGUE EX	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
2238007	1359 CALIFORNIA CL	Apex at the District								0			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1361 CALIFORNIA CL	Apex at the District								0			DB, INC						1.0%	2	Development Standards Modification	Yes	

2238007	1351 CALIFORNIA CL	Apex at the District								0			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1347 CALIFORNIA CL	Apex at the District								0			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1353 CALIFORNIA CL	Apex at the District								0			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1349 CALIFORNIA CL	Apex at the District								0			DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1357 CALIFORNIA CL	Apex at the District								0			DB, INC						1.0%	2	Development Standards Modification	Yes	
8636039	529 LUNDY PL									0													
8636039	537 LUNDY PL									0													
8636039	535 LUNDY PL									0													
8636039	539 LUNDY PL									0													
8636039	531 LUNDY PL									0													
8636039	527 LUNDY PL									0													
8636039	525 LUNDY PL									0													
8636039	533 LUNDY PL									0													
8641010	255 MONTAGUE EX	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	259 MONTAGUE EX	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	263 MONTAGUE EX	Pinnacle								0		Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	267 MONTAGUE EX	Pinnacle								0		Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	271 MONTAGUE EX	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	277 MONTAGUE EX	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	228 VERONA CT	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1825 CAPULET DR	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1823 CAPULET DR	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1821 CAPULET DR	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1811 CAPULET DR	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	226 VERONA CT	Pinnacle								0		Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	222 VERONA CT	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	220 VERONA CT	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1817 CAPULET DR	Pinnacle								0			DB, INC						0.0%	1	Development Standards Modification	Yes	
8636036	308 Sango Ct	308 Sango								0		RDA	DB, INC		55				27.0%	5	Development Standards Modification	Yes	Deed Restricted Apartment Units
2910084	500 Wool Dr							1	7/24/2025	1													
2910083	490 Wool Dr							1	7/24/2025	1													
2910082	480 Wool Dr							1	7/24/2025	1													
2910081	470 Wool Dr							1	7/24/2025	1													
4230021	500 Vista Spring Ct							1	11/21/2025	1													
2606009	1730 Sunnyhills Dr									0		Other	INC, DB		55				0.0%	0	Other	Yes	Deed Restricted Apartment Units
8810030	1565 Jupiter Dr									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8839062	2333 Edsel Dr									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2902007	1390 El Camino Higuera									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2910082	482 Wool Dr									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2910084	502 Wool Dr									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2601069	362 Manferd St									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2220035	252 Heath St									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8619006	1593 Greenwood Wy									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8812036	468 Lomer Wy									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2916002	280 N Park Victoria Dr									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									

8809082	1414 Jupiter Ct									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8828130	1625 Grand Teton Dr									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2622109	1164 N Hillview Dr									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2943022	1449 Sternel Wy									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8815044	1811 Burley Dr									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2601054	2114 Gross St									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2617001	304 Garcia Ct									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8808059	1461 Edsel Dr.									0				ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2223008	125 Alton St									0													
2921033	1619 Ellis Av									0													
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Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier															Streamlining	Historic Sites	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
													11	12	13	14	16	17	18	19		20		21	22	23	24	25
Current APN	Street Address	Project Name*	Acutely Low-Income Non Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L?	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/ Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
			0	8	0	18	3	66	23	6	14	117		255							0							
2607054	1851 Vegas Av													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2205051	852 Berryessa St						1						8/6/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8615077	1161 Fallen Leaf Dr						1						4/17/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8620106	1827 Blue Spruce Ct													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8614130	1193 Sunrise Wy													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2915001	1243 Park Heights Dr													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2944028	1098 Nicklaus Av													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8837002	1011 S PARK VICTORIA DR													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8837002	1021 S PARK VICTORIA DR													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2219011	401 Heath St						1						12/15/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2623004	1388 N Hillview Dr													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8615046	1189 Moonbeam Wy													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8832037	1328 Olympic Dr													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2620022	999 Columbus Dr													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8808058	1471 Edsel Dr													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8811055	93 Lawton Dr													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2625036	1365 Cirolero St													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
8815043	1817 Burley Dr													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2907014	1309 COUNTRYSIDE CT													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2943034	681 Santos Ct													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2802018	885 Valencia Dr													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2943033	685 Santos Ct													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										
2215053	531 Redwood Av													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf										

8826083	1960 Big Bend Dr												0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2611091	263 Coelho St												0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8848032	2145 Incline Ct												0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8809060	74 Carnegie Dr												0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8803028	1115 Shirley Dr 1												0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8803028	1115 Shirley Dr 2												0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2615052	1219 Arizona Av												0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2601054	2118 Gross St												0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8614130	1191 Sunrise Wy								1			1/6/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2944007	1119 N Park Victoria Dr								1			1/24/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8806083	296 Carnegie Dr								1			4/2/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2212006	698 Penitencia St								1			4/4/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8618033	58 Greentree Wy								1			4/14/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2906003	876 Evans Rd								1			4/23/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2920008	1580 Carl Av								1			5/2/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8829002	1517 Yellowstone Av								1			5/27/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8803057	1116 Shirley Dr 5								1			6/18/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8803057	1116 Shirley Dr 6								1			6/18/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8812044	466 Holly Wy								1			6/25/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2910061	493 Printy Av								1			7/22/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2616065	136 Washington Dr								1			8/11/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2211019	864 Lexington St								1			8/15/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2205051	846 Berryessa St								1			8/18/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8614014	1097 Starlite Dr								1			8/29/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2601062	417 Gross St								1			9/16/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2906038	894 Calaveras Ridge Dr								1			9/19/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2928013	1886 Golden Hills Dr								1			10/24/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8838012	1471 Mt Shasta Av								1			10/29/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									

2611027	389 Washington Dr							1				11/16/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2620027	838 Horcajo St							1				11/17/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8823102	1710 Tahoe Dr							1				12/18/2025	1	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8636045	1889 PASSAGE ST	Parkside West I											0	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1885 PASSAGE ST	Parkside West I											0	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	665 TRADE ZONE BL	Parkside West I											0	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	669 TRADE ZONE BL	Parkside West I											0	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8641010	317 MONTAGUE EX	Pinnacle								1		12/3/2025	1	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	337 MONTAGUE EX	Pinnacle											0	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	325 MONTAGUE EX	Pinnacle								1		12/3/2025	1	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	321 MONTAGUE EX	Pinnacle								1		12/3/2025	1	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	321 MONTAGUE EX	Pinnacle								1		12/3/2025	1	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	325 MONTAGUE EX	Pinnacle								1		12/15/2025	1	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8636045	1986 JOURNEY ST	Parkside West I											0	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	675 TRADE ZONE BL	Parkside West I											0	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1990 JOURNEY ST	Parkside West I											0	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1952 JOURNEY ST	Parkside West I											0	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1930 JOURNEY ST	Parkside West I											0	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1896 JOURNEY ST	Parkside West I											0	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1902 JOURNEY ST	Parkside West I											0	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8636045	1936 JOURNEY ST	Parkside West I											0	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	2	Development Standards Modification	Yes	
8641010	1766 HOURET CT	Pinnacle								1		8/4/2025	1	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	1762 HOURET CT	Pinnacle								1		8/4/2025	1	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	303 MONTAGUE EX	Pinnacle								1		8/7/2025	1	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	291 MONTAGUE EX	Pinnacle								1		8/8/2025	1	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	295 MONTAGUE EX	Pinnacle								1		8/8/2025	1	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	287 MONTAGUE EX	Pinnacle								1		8/11/2025	1	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	285 MONTAGUE EX	Pinnacle								1		8/11/2025	1	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	

8641010	299 MONTAGUE EX	Pinnacle								1		8/12/2025	1	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	257 MONTAGUE EX	Pinnacle								1		10/9/2025	1	NONE	No		INC, DB	ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf					0.0%	1	Development Standards Modification	Yes	
8641010	261 MONTAGUE EX	Pinnacle									1	10/9/2025	1	NONE	No		INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	265 MONTAGUE EX	Pinnacle									1	10/9/2025	1	NONE	No		INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	273 MONTAGUE EX	Pinnacle									1	10/9/2025	1	NONE	No		INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	269 MONTAGUE EX	Pinnacle									1	10/9/2025	1	NONE	No		INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	1819 CAPULET DR	Pinnacle									1	10/28/2025	1	NONE	No		INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	1815 CAPULET DR	Pinnacle									1	10/28/2025	1	NONE	No		INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	1813 CAPULET DR	Pinnacle									1	10/28/2025	1	NONE	No		INC, DB						0.0%	1	Development Standards Modification	Yes	
8641010	275 MONTAGUE EX	Pinnacle									1	10/9/2025	1	NONE	No		INC, DB						0.0%	1	Development Standards Modification	Yes	
8803064	1143 Edsel Dr 5										1	6/18/2025	1	NONE	No												
8803064	1143 Edsel Dr 6										1	6/18/2025	1	NONE	No												
8636045	608 ESCAPADE CT	Parkside West I											0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1872 PASSAGE ST	Parkside West I											0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1870 PASSAGE ST	Parkside West I											0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1868 PASSAGE ST	Parkside West I											0	NONE	No	Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8636045	1866 PASSAGE ST	Parkside West I											0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1850 PASSAGE ST	Parkside West I											0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1852 PASSAGE ST	Parkside West I											0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1856 PASSAGE ST	Parkside West I											0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1858 PASSAGE ST	Parkside West I											0	NONE	No	Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8636045	606 ESCAPADE CT	Parkside West I											0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1883 PASSAGE ST	Parkside West I											0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1880 PASSAGE ST	Parkside West I											0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1881 PASSAGE ST	Parkside West I											0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	610 ESCAPADE CT	Parkside West I											0	NONE	No	Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	
8636045	1887 PASSAGE ST	Parkside West I											0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1891 PASSAGE ST	Parkside West I											0	NONE	No	Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8636045	618 ESCAPADE CT	Parkside West I											0	NONE	No	Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8636045	616 ESCAPADE CT	Parkside West I											0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	612 ESCAPADE CT	Parkside West I											0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	1879 PASSAGE ST	Parkside West I											0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	659 TRADE ZONE BL	Parkside West I											0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	661 TRADE ZONE BL	Parkside West I											0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	671 TRADE ZONE BL	Parkside West I											0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	663 TRADE ZONE BL	Parkside West I											0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8636045	667 TRADE ZONE BL	Parkside West I											0	NONE	No	Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8636045	653 TRADE ZONE BL	Parkside West I											0	NONE	No	Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
2238007	608 CHAMISE WY	Apex at the District									1	10/13/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	622 CHAMISE WY	Apex at the District									1	10/13/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	612 CHAMISE WY	Apex at the District									1	10/13/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	616 CHAMISE WY	Apex at the District									1	10/13/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	620 CHAMISE WY	Apex at the District									1	10/13/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	610 CHAMISE WY	Apex at the District									1	10/13/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	618 CHAMISE WY	Apex at the District									1	10/13/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1373 LILAC WY	Rise at the District									1	11/18/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1357 LILAC WY	Rise at the District									1	11/18/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1375 LILAC WY	Rise at the District									1	11/18/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1353 LILAC WY	Rise at the District									1	11/18/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1369 LILAC WY	Rise at the District									1	11/18/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1359 LILAC WY	Rise at the District									1	11/18/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1371 LILAC WY	Rise at the District									1	11/18/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1363 LILAC WY	Rise at the District									1	11/18/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1355 LILAC WY	Rise at the District									1	11/18/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1367 LILAC WY	Rise at the District									1	11/18/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	

2238007	1361 LILAC WY	Rise at the District										1	11/18/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1365 LILAC WY	Rise at the District										1	11/18/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1305 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1315 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1325 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1323 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1321 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1319 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1317 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1311 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1307 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1313 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1303 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1309 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
8641010	335 MONTAGUE EX	Pinnacle												0	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	327 MONTAGUE EX	Pinnacle										1	12/3/2025	1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	323 MONTAGUE EX	Pinnacle								1			12/16/2025	1	NONE	No	Other	DB, INC						0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	319 MONTAGUE EX	Pinnacle										1	12/3/2025	1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	315 MONTAGUE EX	Pinnacle										1	12/3/2025	1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	331 MONTAGUE EX	Pinnacle										1	12/3/2025	1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
2238007	1343 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1357 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1339 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1355 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1353 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1351 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1349 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1345 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1341 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1313 LILAC WY	Apex at the District										1	12/16/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1347 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1311 LILAC WY	Apex at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1315 LILAC WY	Apex at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1317 LILAC WY	Apex at the District										1	12/16/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1319 LILAC WY	Apex at the District										1	12/16/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1321 LILAC WY	Apex at the District										1	12/16/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1323 LILAC WY	Apex at the District										1	12/16/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1325 LILAC WY	Apex at the District										1	12/16/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1337 LAUREL WY	Rise at the District										1	12/16/2025	1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1359 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1361 LAUREL WY	Rise at the District												0	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
8641010	1755 CAPULET DR	Pinnacle												0	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1766 JULIET CT	Pinnacle												0	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1768 JULIET CT	Pinnacle												0	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1761 CAPULET DR	Pinnacle												0	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1759 CAPULET DR	Pinnacle												0	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1757 CAPULET DR	Pinnacle												0	NONE	No	Other	DB, INC	55					0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	1760 JULIET CT	Pinnacle												0	NONE	No	Other	DB, INC	55					0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	1753 CAPULET DR	Pinnacle												0	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	247 MONTAGUE EX	Pinnacle												0	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	245 MONTAGUE EX	Pinnacle										1	12/8/2025	1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	243 MONTAGUE EX	Pinnacle								1			12/16/2025	1	NONE	No	Other	DB, INC	55					0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	239 MONTAGUE EX	Pinnacle										1	12/8/2025	1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1752 HOURET CT	Pinnacle												0	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	241 MONTAGUE EX	Pinnacle												0	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1756 JULIET CT	Pinnacle												0	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	

8641010	1762 JULIET CT	Pinnacle												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
2238007	1337 LILAC WY	Apex at the District												0	NONE	No		DB, INC						1.0%		Development Standards 2 Modification	Yes	
2238007	1335 LILAC WY	Apex at the District												0	NONE	No		DB, INC						1.0%		Development Standards 2 Modification	Yes	
2238007	1339 LILAC WY	Apex at the District												0	NONE	No		DB, INC						1.0%		Development Standards 2 Modification	Yes	
2238007	1341 LILAC WY	Apex at the District												0	NONE	No		DB, INC						1.0%		Development Standards 2 Modification	Yes	
2238007	1343 LILAC WY	Apex at the District												0	NONE	No		DB, INC						1.0%		Development Standards 2 Modification	Yes	
2238007	1345 LILAC WY	Apex at the District												0	NONE	No		DB, INC						1.0%		Development Standards 2 Modification	Yes	
2238007	1347 LILAC WY	Apex at the District												0	NONE	No		DB, INC						1.0%		Development Standards 2 Modification	Yes	
2238007	1333 LILAC WY	Apex at the District												0	NONE	No		DB, INC						1.0%		Development Standards 2 Modification	Yes	
8636045	1906 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1807 PASSAGE ST	Parkside West I												0	NONE	No		DB, INC	N/A	0	0			0.0%		Development Standards 2 Modification	Yes	Error in sheet - this is a market rate unit
8636045	1805 PASSAGE ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1912 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1910 JOURNEY ST	Parkside West I												0	NONE	No	Other	DB, INC		55				0.0%		Development Standards 2 Modification	Yes	Deed Restricted for Moderate Income Households
8636045	1908 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	Error in sheet - column BE should not be highlighted
8636045	1900 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1898 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1938 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1890 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1926 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1932 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1888 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1886 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1882 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1880 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1926 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1876 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1878 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1922 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1823 PASSAGE ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1825 PASSAGE ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1976 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1978 JOURNEY ST	Parkside West I												0	NONE	No	Other	DB, INC		55				0.0%		Development Standards 2 Modification	Yes	Deed Restricted for Moderate Income Households
8636045	1980 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	Error in sheet - column BE should not be highlighted
8636045	1982 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1988 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1811 PASSAGE ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1819 PASSAGE ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1813 PASSAGE ST	Parkside West I												0	NONE	No	Other	DB, INC		55				0.0%		Development Standards 2 Modification	Yes	Deed Restricted for Moderate Income Households
8636045	1988 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	Error in sheet - column BE should not be highlighted
8636045	1920 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1966 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1962 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1960 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1956 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1950 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1992 JOURNEY ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8636045	1817 PASSAGE ST	Parkside West I												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8625027	650 OHLONE ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8625027	690 OHLONE ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8625027	662 OHLONE ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8625027	658 S MAIN ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8625027	660 OHLONE ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8625027	688 OHLONE ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8625027	658 OHLONE ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	
8625027	648 OHLONE ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%		Development Standards 2 Modification	Yes	

8625027	718 OHLONE ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	716 OHLONE ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	712 OHLONE ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	710 OHLONE ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	708 OHLONE ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	706 OHLONE ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	656 OHLONE ST	Toll Brothers at South Main												0	NONE	No	Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8625027	648 S MAIN ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	662 S MAIN ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	686 OHLONE ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	646 S MAIN ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	650 S MAIN ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	652 S MAIN ST	Toll Brothers at South Main												0	NONE	No	Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8625027	656 S MAIN ST	Toll Brothers at South Main												0	NONE	No	Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8625027	660 S MAIN ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	678 OHLONE ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	680 OHLONE ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	682 OHLONE ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	630 S MAIN ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8641010	1736 HOURET CT	Pinnacle												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	638 S MAIN ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	636 S MAIN ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8625027	632 S MAIN ST	Toll Brothers at South Main												0	NONE	No	Other	DB, INC		55				0.0%	2	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8625027	624 S MAIN ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8641010	1738 HOURET CT	Pinnacle												0	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1732 HOURET CT	Pinnacle												0	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1752 HOURET CT	Pinnacle												0	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1752 HOURET CT	Pinnacle												0	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1763 CAPULET DR	Pinnacle												0	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8625027	626 S MAIN ST	Toll Brothers at South Main												0	NONE	No		DB, INC						0.0%	2	Development Standards Modification	Yes	
8641010	1768 HOURET CT	Pinnacle									1	8/4/2025		1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	225 VERONA CT	Pinnacle									1	8/4/2025		1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	231 VERONA CT	Pinnacle									1	8/4/2025		1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1760 HOURET CT	Pinnacle									1	8/4/2025		1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	229 VERONA CT	Pinnacle									1	8/4/2025		1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	223 VERONA CT	Pinnacle									1	8/7/2025		1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	305 MONTAGUE EX	Pinnacle									1	8/7/2025		1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	293 MONTAGUE EX	Pinnacle									1	8/8/2025		1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	297 MONTAGUE EX	Pinnacle								1		8/8/2025		1	NONE	No	Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	283 MONTAGUE EX	Pinnacle									1	8/11/2025		1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	289 MONTAGUE EX	Pinnacle									1	8/11/2025		1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	301 MONTAGUE EX	Pinnacle									1	8/12/2025		1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
2238007	1359 CALIFORNIA CL	Apex at the District									1	9/10/2025		1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1361 CALIFORNIA CL	Apex at the District									1	9/10/2025		1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1351 CALIFORNIA CL	Apex at the District									1	9/10/2025		1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1347 CALIFORNIA CL	Apex at the District									1	9/10/2025		1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1353 CALIFORNIA CL	Apex at the District									1	9/10/2025		1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1349 CALIFORNIA CL	Apex at the District									1	9/10/2025		1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
2238007	1357 CALIFORNIA CL	Apex at the District									1	9/10/2025		1	NONE	No		DB, INC						1.0%	2	Development Standards Modification	Yes	
8636039	529 LUNDY PL										1	9/23/2025		1	NONE	No												
8636039	537 LUNDY PL										1	9/23/2025		1	NONE	No												
8636039	535 LUNDY PL										1	9/23/2025		1	NONE	No												
8636039	539 LUNDY PL										1	9/23/2025		1	NONE	No												
8636039	531 LUNDY PL										1	9/23/2025		1	NONE	No												
8636039	527 LUNDY PL										1	9/23/2025		1	NONE	No												
8636039	525 LUNDY PL										1	9/23/2025		1	NONE	No												
8636039	533 LUNDY PL										1	9/23/2025		1	NONE	No												
8641010	255 MONTAGUE EX	Pinnacle									1	10/9/2025		1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	259 MONTAGUE EX	Pinnacle									1	10/9/2025		1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	263 MONTAGUE EX	Pinnacle								1		10/9/2025		1	NONE	No	Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	267 MONTAGUE EX	Pinnacle								1		10/9/2025		1	NONE	No	Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households

8641010	271 MONTAGUE EX	Pinnacle										1	10/9/2025	1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	277 MONTAGUE EX	Pinnacle										1	10/9/2025	1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	228 VERONA CT	Pinnacle										1	10/28/2025	1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1825 CAPULET DR	Pinnacle										1	10/28/2025	1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1823 CAPULET DR	Pinnacle										1	10/28/2025	1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1821 CAPULET DR	Pinnacle										1	10/28/2025	1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1811 CAPULET DR	Pinnacle										1	10/28/2025	1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	226 VERONA CT	Pinnacle								1			10/28/2025	1	NONE	No	Other	DB, INC		55				0.0%	1	Development Standards Modification	Yes	Deed Restricted for Moderate Income Households
8641010	222 VERONA CT	Pinnacle										1	10/28/2025	1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	220 VERONA CT	Pinnacle										1	10/28/2025	1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8641010	1817 CAPULET DR	Pinnacle										1	10/28/2025	1	NONE	No		DB, INC						0.0%	1	Development Standards Modification	Yes	
8636036	308 Sango Ct	308 Sango				18		66				1	12/23/2025	85	NONE	No	RDA	DB, INC		55				27.0%	5	Development Standards Modification	Yes	Deed Restricted Apartment Units
2910084	500 Wool Dr													0	NONE	No												
2910083	490 Wool Dr													0	NONE	No												
2910082	480 Wool Dr													0	NONE	No												
2910081	470 Wool Dr													0	NONE	No												
4230021	500 Vista Spring Ct													0	NONE	No												
2606009	1730 Sunnyhills Dr			8								36	2/12/2025	44	NONE	No	Other	INC, DB		55				0.0%	0	Other	Yes	Deed Restricted Apartment Units
8810030	1565 Jupiter Dr													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8839062	2333 Edsel Dr													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2902007	1390 El Camino Higuera													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2910082	482 Wool Dr													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2910084	502 Wool Dr													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2601069	362 Manford St													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2220035	252 Heath St													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8619006	1593 Greenwood Wy													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8812036	468 Lomer Wy													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2916002	280 N Park Victoria Dr													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8809082	1414 Jupiter Ct													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8826130	1625 Grand Teton Dr													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2622109	1164 N Hillview Dr													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2943022	1449 Stamel Wy													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8815044	1811 Burley Dr													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2601054	2114 Gross St													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2617001	304 Garcia Ct													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
8808059	1461 Edsel Dr.													0	NONE	No			ADU Assumption - page 53 of https://milpitashousingelement.com/wp-content/uploads/2023/03/Milpitas_HE_HCD_Draft_2023_03_clean.pdf									
2223008	125 Alton St													0	NONE	No												
2921033	1619 Ellis Av													0	NONE	No												
														0														
														0														
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Jurisdiction	Milpitas	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

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This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Income Level		1	Projection Period	2									3	4
		RHNA Allocation by Income Level	Projection Period - 06/30/2022-01/30/2023	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Acutely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Extremely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Very Low	Deed Restricted	1,685	7	-	-	-	-	-	-	-	-	-	73	1,612
	Non-Deed Restricted		7	13	19	27	-	-	-	-	-	-		
Low	Deed Restricted	970	-	-	-	-	-	-	-	-	-	-	32	938
	Non-Deed Restricted		7	4	17	4	-	-	-	-	-	-		
Moderate	Deed Restricted	1,131	-	-	8	18	-	-	-	-	-	-	69	1,062
	Non-Deed Restricted		15	10	-	18	-	-	-	-	-	-		
Above Moderate		2,927	76	32	63	171	-	-	-	-	-	-	342	2,585
Total RHNA		6,713												
Total Units			112	59	107	238	-	-	-	-	-	-	516	6,197

*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):
- You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"
  - If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at apr@hcd.ca.gov.
- All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Jurisdiction	Milpitas	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

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Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

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Jurisdiction	Milpitas	
Reporting Year	2025	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4	5	6	7	8	9
Name of Program	**Objective**	**Projected Completion Date in Housing Element**	**Applicable Cycle**	**Status of Program Implementation**	**Program Implementation Details**	**Quantified Outcomes: Category**	**Quantified Outcomes: Count**	**Supporting Documents**
Program 1: Adequate Sites for RHNA and Monitoring of No Net Loss	(1) Continue to cultivate relationships with property owners and developers interested in redeveloping their properties through Community Development Roundtable or other similar meetings. (2) By the end of 2023, maintain an up-to-date inventory of the available sites for residential development and provide it to prospective resideintial developers and other interested parties. Update the sites inventory at least annually. (3) By the end of 2023, amend the Zoning Code to provide by-right approval of housing proposed on sites previously identified in the 5th Cycle. (4) By the end of 2023, implement a formal evaluation procedure to monitor the development of pipeline projects, vacant, and nonvacant sites (5) By the end of 2024, rezone properties as outlined in Appendix E of the Housing Element to provide adequate sites to accomodate the RHNA shortfall including appropriate development standards that facilitate achieving maximum densities. (6) By the end of 2025, re-engage property owners and developers who exhibited interest in redeveloping their properties. (7) Continue process to dispose of city-owned sites included in the sites inventory (R-11), comply with the Surplus Lands Act and target 207 units	12/31/2031	6th Cycle	Continuous	(1) Continuous: The City continues to cultivate relationships with property owners and developers interested in redeveloping their properties through Community Development Roundtable or other similar meetings. (2) In Progress: The City is currently working on an up-to-date inventory of the available sites for residential development. (3) Completed: In 2025, the City finished all of the rezoning of the sites to meet the RHNA shortfall. (4) In Progress: The City is working on a formal evaluation procedure to monitor the development of pipeline projects, vacant, and nonvacant sites. The Planning Department is working with GIS staff to update the pipeline project list. (5) Completed: In 2025, the City finished all of the rezoning of the sites to meet the RHNA shortfall. (6) The City finished multiple long range projects in 2025 and will begin reaching out to property owners in 2026. (7) In Progress: The City continued the process of disposing the city-owned sites included in the sites inventory (Parcels 1-3) and will continue to do so in 2026. (8) Not Yet Started: This will be evaluated at the end of 2027.	Units	6389	(1) N/A (2) N/A (3) https://www.milpitas.gov/DocumentCenter/View/8217 https://milpitasca.portal.civicclerk.com/event/2535/files/agenda/4634 https://milpitasca.portal.civicclerk.com/event/2680/files/agenda/4830 (4) N/A (5) https://www.milpitas.gov/DocumentCenter/View/8217 https://milpitasca.portal.civicclerk.com/event/2535/files/agenda/4634 https://milpitasca.portal.civicclerk.com/event/2680/files/agenda/4830 (6) N/A (7) N/A (8) N/A
Program 2: Replacement Housing	By the end of 2023, adopt City regulations to address the replacement requirements. As part of these regulations consider requiring the first right-of-refusal and relocation assistance for displaced tenants.	12/31/2023	6th Cycle	Completed	In 2025, The City updated its Comprehensive Zoning Ordinance.	Units	6389	https://www.milpitas.gov/DocumentCenter/View/8217 https://milpitasca.portal.civicclerk.com/event/2535/files/agenda/4634 https://milpitasca.portal.civicclerk.com/event/2680/files/agenda/4830
Program 3: Lot Consolidation	(1) By the end of 2024, develop tools to facilitate and incentivize lot consolidation, which may include: - Additional density bonus - Flexible development standards (such as setbacks, parking) - Streamlined ministerial or administrative processing unless application is in conjunction with other actions that require discretionary reviews (2) Beginning in 2025, promote lot consolidation incentives to developers via City website.	12/31/2025	6th Cycle	In Progress	(1) Completed: The City included this in its Comprehensive Zoning Update completed in 2025. (2) In Progress: The City recently adopted lot consolidation incentives in October 2025 via the Comprehensive Zoning Update. The City will create a website for this incentive in 2026.	Other		(1) https://www.milpitas.gov/DocumentCenter/View/8217 https://milpitasca.portal.civicclerk.com/event/2535/files/agenda/4634 https://milpitasca.portal.civicclerk.com/event/2680/files/agenda/4830 (2) https://www.milpitas.gov/DocumentCenter/View/8585/Updated-Zoning-Ordinance-Final?bidId=

Program 4: Accessory Dwelling Units (ADUs)	(1) Build and approve 176 ADUs/JADUs over the next eight years. Legalize 8 to 10 ADUs/JADUs over the next year. (2) Continue to provide permit fee assistance to homeowners contructing ADUs (3) Continue to promote Safe ADU Legalization program via City website and technical assistance by staff. (4) Continue to promote the availability of the Development Handbook and ADU Toolkit (5) Continue to offer the ADU Monday program to provide inter-departmental feedback and advice to homeowners who want to build ADUs and need assistance in getting started (6) Continue to annually monitor the production, affordability, and location of ADUs for Housing Element reporting, adjust projects as needed, and if necessary, take corrrective action to encourage ADU production through enhanced outreach, incentives, or rezoning within the subsequent six-month period (7) Continue to annual review the City's ADU ordinance and make revisions as appropriate, to comply with State ADU law. (8) Beginning in 2024 and annually thereafter, pursue funding available from the State to continue and expand incentives for facilitating the production of ADUs, particularly for lower-income households	12/31/2031	6th Cycle	Continuous	(1) Continuous: From 2023 - 2025 there were a total of 103 ADUs that were finaled. (2025-52; 2024-25; 2023-53) (2) Continuous: The City continued to provide permit fee assistance through its ADU Incentive Program. (3) Continuous: The City continued to provide its Safe ADU Legalization program and continues to have information on homeowners on the City's website. (4) Continuous: The City continued to promote the availability of the Development Handbook and ADU Toolkit. (5) Continuous: The City continued to offer the ADU Monday program. (6) Continuous: The City continues to annually monitor the production, affordability, and location of ADUs for Housing Element reporting. (7) Continuous: The City continues to review the City's ADU ordinance and make revisions as appropriate. (8) Continuous: The City continues to pursue and identify funding available to continue and expand incentives for facilitating the production of ADUs. (9) Complete: The City does pre-approve building permit plans of prototype ADU units and evaluate prefab ADUs to simplify and streamline the permitting process for homeowners.	Units	52	(1) N/A (2) https://www.milpitas.gov/189/ADU-Incentive-Program (3) https://www.milpitas.gov/277/Safe-ADU-Legalization-Program (4) https://www.milpitas.gov/310/Accessory-Dwelling-Units-ADUs (5)https://www.milpitas.gov/310/Accessory-Dwelling-Units-ADUs (6) N/A (7) https://library.municode.com/ca/milpitas/codes/code_of_ordinances?nodeId=TITXIZOPLAN_CH10ZO_S13SPUS_XI-10-13.08ACDWUN (8) https://www.milpitas.gov/189/ADU-Incentive-Program (9) https://www.milpitas.gov/1247/Pre-Approved-ADU-Program
Program 5: Neighborhood Preservation and Code Enforcement	(1) Continue to implement the Code Enforcement Program (ongoing). (2) Continue to refer income-eligible households to the City's Housing Rehabilitation Program for assistance with code corrections (ongoing). (3) Continue to offer replacement/relocation assistance to income-qualified households when displaced by code enforcement activities (ongoing).	12/31/2031	6th Cycle	Continuous	(1) Continuous: The City continued implementing its Code Enforcement and supporting any households displaced. (2) Continuous: The City continues to refer income-eligible households to the City's Housing Rehabilitation Program for assistance with code corrections. (3) Continuous: The City continues to offer replacement/relocation assistance to income-qualified households when displaced by code enforcement activities	Other	687	(1) https://www.milpitas.gov/526/Code-Enforcement (2) N/A (3) N/A
Program 6: Housing Rehabilitation	(1) By 2031, assist 250 households with the goal to ensure that at least 1/3 of grants and/or loans funds work includes accessibility modifications for the Housing Rehabilitation Program. (2) By 2031, assist 600 additional households by 2031 through MAP (3) Connect residents to weatherization, energy efficiency, and retrofit programs through Energy Upgrade California, PG&E, Silicon Valley Clean Energy, and BayRen with the objective to assist 50 households over 8 years. (4) Continue to publicize available resources to homeowners, landlords, and developers for repairs and improvements, including posting information on the City's website. (5) Continue to implement the Residential Building Incentive Program that provides discounts on building permit fees for installation of solar photovoltaic or thermal systems (6) Beginning in 2023 and annually thereafter, seek grants/funds to expand the scope of residential rehabilitation assistance.	12/31/2031	6th Cycle	Continuous	(1) Continuous: The City has assisted a total of 58 households with acccessibility modifications through its partnership with Rebuilding Together Silicon Valley (2025 - 8; 2024 - 23; 2023 - 27) (2) Continuous: The City has assisted a total of 1,784 households through its Milpitas Assistance Program (MAP). Please note that while the numbers per year are unduplicated, the total may include duplicated households (2025 - 596; 2024 - 782; 2023 - 406). (3) Continuous:The City continues to connect residents to other programs offered in the community. (4) Continuous: The Office of Housing is continually publicizing available resources to homeowners, landlords, and developers for repairs and improvements. (5) Continuous: The City's Office of Building Safety continues to implement the Residential Building Incentive Program. (6) Continuous: The Office of Housing is continually identifying funding to continue and expand its residential rehabilitation assistance.	Households	50	(1) CDBG Consolidated Annual Performance and Evaluation Reports https://www.milpitas.gov/922/CDBG-Plans-Reports (2) https://www.milpitas.gov/646/Milpitas-Assistance-Program (3) N/A (4) https://ca-milpitas.civicplus.com/920/CDBG-Programs-Projects (5) https://www.milpitas.gov/183/Building-Safety (6) N/A

Program 7: Tenant Assistance and Fair Housing Services	(1) By end of 2031, assist 300 Milpitas residents, landlords, and housing professionals with rental assistance (2) Continue to promote housing services with the objective to support approximately 320 persons each year through Project Sentinel's outreach and informational workshops, phone call assistance, fair housing, and other support (3) Continue to facilitate and ensure compliance with the CA Tenant Protection Act of 2019 (AB1482) that regulates just cause evictions and maximum annual rent increases (4) Continue to offer programs that supplement housing costs and reduce overall living expenses for lower-and moderate- income households such as the ongoing Milpitas Assistance Program (MAP) and the ARPA Childcare Subsidy Program which was launched in 2022 (5) Continue to coordinate with the San Andreas Regional Center (SARC) for services, outreach, and referrals for tenants with disabilities	12/31/2031	6th Cycle	Continuous	(1) Continuous: The City has assisted a total of 511 households with rental assistance (2025 - 233; 2024 - 181; 2023 - 97) (2) Continuous: The City has assisted a total of 22 households through its partnership with Project Sentinel for tenant-landlord services and fair housing (2025 - 7; 2024 - 9; 2023 - 6) (3) Continuous: The Office of Housing has continued to partner with Project Sentinel to facilitate and ensure compliance with AB1482. (4) Continuous: The City continues to offer programs that supplement housing costs and reduce overall living expenses for lower-and moderate-income households, including MAP. (5) Continuous: The City continues to refer tenants with disabilities to the San Andreas Regional Center (SARC) for services.	Households	511	(1) Rental Assistance https://forwardplatform.com/city-of-milpitas-rent-relief-program/ (2) CDBG Consolidated Annual Performance and Evaluation Reports https://www.milpitas.gov/922/CDBG-Plans-Reports (3) https://www.milpitas.gov/1306/Assistance-for-Tenants-Landlords (4) https://www.milpitas.gov/646/Milpitas-Assistance-Program (5) N/A
Program 8: Fair Housing Enforcement, Outreach, and Education	(1) Continue to educate landlords on fair housing, tenant screening, rent increase, eviciton, property management, and other tenant/landlord issues. (2) By the end of 2023, update the City website to provide a range of fair housing resources, including Project Sentinel, State Department of Fair Employment and Housing (DFEH), HUD Fair Housing and Equal Opportunity (FHEO) Office, and the State Tenant Protection Act of 2019, including maximum rent increases and just cause evictions.Update website annually to provide relevant and updated information and resources (3) By the end of 2023, work with Project Sentinel (and other qualified nonprofits) to expand methods of information dissemination, including print, website, and other social media outlets. (4) By the end of 2025, increase funding level for fair housing services.	12/31/2031	6th Cycle	Continuous	(1) Continuous: The City continues to educate landlords on fair housing, tenant screening, rent increase, eviciton, property management, and other tenant/landlord issues. (2) In Progress: The City has update its website to include Project Sentinel Information for tenant-landlord dispute resolution and fair housing advocacy & counseling. Will continue to update. (3) In Progress: The City continues to work with Project Sentinel on information dissemination strategies. (4) In Progress: In FY22 Project Sentinel received $56,290. In FY23 and FY24, that amount increased to $59,104. In FY25, federal regulations have impacted the ability to fund fair housing services. In FY25, the City of Milpitas funded Project Sentinel in the amount of $63,000 to continue providing access to housing education, and counseling services and by investigating housing complaints and enforcing suitable and legal housing actions.	Other	1	(1) https://www.milpitas.gov/1306/Assistance-for-Tenants-Landlords (2) https://www.milpitas.gov/1306/Assistance-for-Tenants-Landlords (3) CDBG Consolidated Annual Performance and Evaluation Reports https://www.milpitas.gov/922/CDBG-Plans-Reports (4) N/A
Program 9: Anti - Displacement	(1) By the end of 2031, the city will provide rent relief and mortgage protection funds to at least 250 households (2) Maintain the City's Rent Relief program (3) Continue to implement the Milpitas Assistance Program (MAP). (4) By the end of 2025, the City will complete a targeted survey to assess the need and impact of the City's rental assistance program. (5) By the end of 2026, the City will supplement the California Tenant Protection Act of 2019 by evaluating and enacting certain anti-displacement measures	12/31/2031	6th Cycle	Continuous	(1) Continuous: The City has assisted a total of 511 households with rental assistance (2025 - 233; 2024 - 181; 2023 - 97) (2) Continuous: The City has multiple rental assistance programs and is proactively identifying funding sources. (3) Continuous: The City has assisted a total of 1,784 households through its Milpitas Assistance Program (MAP). Please note that while the numbers per year are unduplicated, the total may include duplicated households (2025 - 596; 2024 - 782; 2023 - 406). (4) In Progress: The City will have a completed targeted survey to assess the impact of the City's rental assistance program by the end of 2026. (5) Not Yet Started: The City has not begun evaluating anti-displacement measures.	Households	287	(1) Rental Assistance https://forwardplatform.com/city-of-milpitas-rent-relief-program/ (2) N/A (3) https://www.milpitas.gov/646/Milpitas-Assistance-Program (4) N/A (5) N/A

Program 10: Place-Based Strategies for Neighborhood Improvements	By the end of 2031, the City will complete at least one transportation project and five capital improvement projects in the North Park Victoria and South Park Victoria neighborhoods.	12/31/2031	6th Cycle	In Progress	Street Resurfacing 2024 Phase 1 provided pavement restoration, ADA curb ramp upgrades, minor traffic signal modifications and bike lane striping upgrades along Great Mall Parkway, between I-880 and McCandless Drive, and at Thompson Street and Thompson Ct. This project was completed in October 2024. The Street Resurfacing 2024 Phase 2 project was completed in October 2025 and provided pavement rehabilitation, ADA curb ramp upgrades, buffered and shared bike lane striping upgrades and minor traffic signal modifications at various locations throughout the City. The project locations included: •E. Calaveras Blvd (Between I-680 and Evans Road) •N. Park Victoria Ave (Between E. Calaveras Blvd and Jacklin Road) •Temple Ave (Between E. Calaveras and Wiley Dr) •Neighborhoods north and south of Mt. Shasta Avenue •Parking lot improvements at Cardoza Park •Trail improvements at Sandalwood Park between Sandalwood Ct and Jacklin Rd •Trail improvements at Strickroth Park ARPA parks improvement Phase 2 was completed in summer 2025. Parks includes: Sinnott Park, Robert E. Brown, Murphy Park, Foothill Park, Parc Metro West, Starlite, Tom Evatt Park, Sunnyhill Augustine, Sandalwood, Strickroth Park Ben Rodger, Hidden Lake Park, Oliver Jone Park, Metro Tango Subdistrict Park, Sinnott Park. The Street Resurfacing 2026 Project is to provide pavement rehabilitation, ADA curb ramp upgrades, buffered and shared bike lane striping upgrades and minor traffic signal modifications at various locations throughout Yellowstone Avenue neighborhood. The project locations include: •Yellowstone Avenue from South Park Victoria Drive to Landess Avenue •South Park Victoria Drive from Yosemite Drive to Yellowstone Avenue •Acadia Avenue; Glacier Avenue; Lassen Avenue; Olympic Drive; Platt Avenue and Court; Saratoga Avenue; and Big Basin Drive •South Park Victoria Drive from East Calaveras Blvd to Yosemite Drive and from Yellowstone Avenue to Landess Avenue The Construction for Dempsey Road Water Line project in underway and is anticipated to be completed by summer 2026. The construction of Dempsey road street resurfacing is anticipated to start in spring 2026 and complete by summer. The project will resurface •Dempsey Road from N. Park Victoria Drive to Yosemite Drive; •Yosemite Drive from I-880 to N. Park Victoria Drive •Dempsey Way	Other	3	N/A
Program 11: Preservation of At-Risk Housing	(1) Continue to monitor annually the status of Sunnyhills (2) Continue funding and administratiner a rent relief program (3) By the end of 2026, evaluate and identify more permanent funding options for the Sunnyhills apartments to ensure long-term housing stability and affordability	12/31/2031	6th Cycle	Continuous	(1) Continuous: The City continues to monitor the status of Sunnyhills. (2) Continuous The City has an active rent relief program. (3) Not Yet Started: In March 2018, the City and the owner reached an agreement to renew the HUD contract for an additional five years, with the City reimbursing the owner for $250,000 per year for 5 years, for improvements and repairs completed on the property. In 2023, HUD approved extending the contract for another 5 years. The City has not begun evaluating and identifying more permanent funding options for Sunnyhills apartments.	Units	149	(1) N/A (2) Rental Assistance https://forwardplatform.com/city-of-milpitas-rent-relief-program/ (3) N/A
Program 12: Short-Term Rentals	Beginning in 2023, expand monitoring and enforcement efforts on STRs to minimize impacts on the availability of permanent housing.	12/31/2031	6th Cycle	Continuous	The City continues to monitor and enforce non-complies with the STR ordinance	Other		https://library.municode.com/ca/milpitas/codes/code_of_ordinances?nodeId=TITXIZOPLAN_CH10ZO_S13SPUS_XI-10-13.17SHRMRE
Program 13: Mobile Home Rent Control	(1) Continue the implementation of Rent Control Ordinance (Title 3, Chapter 30 of the Municipal Code) to preserve the affordability of the three mobile home park spaces (ongoing). (2) Maintain the rent mediation hearing process and non-rent dispute processes	12/31/2031	6th Cycle	Continuous	(1) Continuous: The City continues the Rent Control Ordinance to preserve the affordability of the three mobile home park spaces. (2) Continuous: The City continues the rent mediation hearing process and non-rent dispute processess in coordination with Project Sentinel.	Other		(1) Rent Review Ordinance: https://library.municode.com/ca/milpitas/codes/code_of_ordinances?nodeId=TITXIIHO_CH2REREOR (2) https://www.milpitas.gov/1306/Assistance-for-Tenants-Landlords
Program 14: Rent Review Ordinance	Continue the implementation of the Rent Review Ordinance with expanded outreach to the following neighborhoods: • North Park Victoria - Kennedy Drive • South Park Victoria - Yosemite Drive • Tract 5045.04 (where it has the highest concentration of rental housing in the City)	12/31/2031	6th Cycle	Continuous	The City continues to implement of the Ordinance. The City has not begun targeted outreach to specific neighborhoods.	Meetings		Rent Review Ordinance: https://library.municode.com/ca/milpitas/codes/code_of_ordinances?nodeId=TITXIIHO_CH2REREOR
Program 15: Housing Opportunity Zones	(1) Continue conducting consultation with the development community regarding the provisions of HOZ. (2) By end of 2023, adopt the HOZ to incentivize affordable housing beyond the requirements of the City's Affordable Housing Ordinance.	12/31/2023	6th Cycle	Completed	(1) In 2025, The City adopted the Housing Opportunity Districts (Zones). (2) In 2025, The City adopted the Housing Opportunity Districts (Zones).	Other		(1) https://www.milpitas.gov/DocumentCenter/View/8217/Reso-9404?bidId= (2) https://www.milpitas.gov/DocumentCenter/View/8217/Reso-9404?bidId=

Program 16: Affordable Housing Development	(1) Continue to annual pursue funding available at the local, county, state, and federal levels. (2) By the end of 2023, provide copies of the Housing Element and sites inventory to water and sewer authorities to prioritize utility service to developments to help meet the housing need for lower-income households. (3) By the end of 2023, establish policies and procedures for City-owned utilities to prioritize lower-income households. (4) By the end of 2024, develop incentives to facilitate the development of large rental units (with three or more bedrooms), and rental units for extremely low-income households and persons with disabilities. (5) By the end of 2024, update the City's Density Bonus Ordinance to conform with recent State amendments, as needed, and clarify application of waivers and concessions. (6) By the end of 2025, evaluate an affordable housing bond or EIFD to increase local revenue for affordable housing, prioritizing the creation of units with three or more bedrooms and for units for special needs populations.	12/31/2031	6th Cycle	Continuous	(1) Continuous: The City is continuously working on identifying available funding. (2) Not Yet Started: The City has not yet provided copies of the Housing Element and sites inventory to water and sewer authorities to prioritize utility service to developments to help meet the housing need for lower-income households. (3) Not Yet Started: There is no prioritization policy for providing water or sewer service for low-income housing. (4) Completed: The City included this in its Comprehensive Zoning Update completed in 2025. (5) Completed: The City included this in its Comprehensive Zoning Update completed in 2025. (6) Not Yet Started: The City has not yet begun evaluating an affordable housing bond or EIFD to increase local revenue for affordable housing.	Other		(1) N/A (2) N/A (3) N/A (4) https://www.milpitas.gov/DocumentCenter/View/8217 https://milpitasca.portal.civicclerk.com/event/2535/files/agenda/4634 https://milpitasca.portal.civicclerk.com/event/2680/files/agenda/4830 (5) https://www.milpitas.gov/DocumentCenter/View/8217 https://milpitasca.portal.civicclerk.com/event/2535/files/agenda/4634 https://milpitasca.portal.civicclerk.com/event/2680/files/agenda/4830 (6) N/A
Program 17: Affordable Housing Ordinance	(1) Continue to update the in-lieu fee every year to reflect the cost of development. (2) Continue to offer a preference program for affordable housing units to McKinney-Vento households with children, current and former Milpitas residents, and workers employed in Milpitas. (3) By end of 2025, amend the AHO to define the percentage of required very low, low, and moderate income units, and to incentivize the production of affordable units beyond the minimum requirement (4) By the end of 2027, review the AHO requirements to ensure the AHO remains effective and reflect market conditions.	12/31/2031	6th Cycle	Continuous	(1) Continuous: The City continues to update the in-lieu fee annually. (2) Continuous: The City continues to offer a preference program for ffordable housing units to McKinney-Vento households with children, current and former Milpitas residents, and workers employed in Milpitas. (3) Not Yet Started: The City of Milpitas has not updated its Affordable Housing Ordinance at this time. (4) Continuous: The City continues to review its AHO.	Other		(1) AHO: https://library.municode.com/ca/milpitas/codes/code_of_ordinances?nodeId=TITXIIHO_CH1AFHOOR (2) https://static1.squarespace.com/static/5ea8db9e970a0d431ab470a0/t/680b1c716bb6837ac093859c/1745558641918/Exhibit+E+-+City+Milpitas+Preferences+-+4.24.2025.pdf (3) N/A (4) N/A
Program 18: Non-Residential Affordable Housing Impact Fee	Continue to annually review and update as needed the non-residential affordable housing impact fee to reflect the cost of development per Zoning Code XII-1-5.01, Ordinance 301 (ongoing).	12/31/2031	6th Cycle	Continuous	The City updated the housing impact fees in 2025 and will continue to do so.	Other	1	https://www.milpitas.gov/DocumentCenter/View/8254/R8852---Affordable-Housing-Fees-7-1-2025?bidId=

Program 19: Below Market Rate (BMR) Housing Program	(1) By the end of 2023, review eligibility requirements to ensure that they do not disproportionately exclude members of protected classes, particularly with respect to criminal and credit history. (2) By the end of 2023, incorporate requirements for inclusive tenant screening into any agreements with entities administering BMR rental units. (3) By the end of 2024, conduct affirmative marketing of the program to Black and Latino/Latina residents, both groups that have disproportionately low homeownership rates in the region. (4) By the end of 2024, engage in affirmative marketing to Black and Latino/Latina households that are eligible for the City's live-work preference to ensure equitable participation in the BMR program	12/31/2024	6th Cycle	In Progress	(1) Completed: In 2023, the City entered into an agreement with HouseKeys to administer its BMR homeownership portfolio. The City and HouseKeys have reviewed elgibility requirements and will continually do so. (2) Not Started: No requirements for inclusive tenant screening into any agreements with entities administering BMR rental units have been included at this time. In 2026, the City will be working on updating its rental affordable agreement. (3) Not Started: No affirmative marketing of the BMR program to Black and Latino/Latina residents has been completed. (4) Not Started: The City has not yet engaged inaffirmative marketing to Black and Latino/Latina households that are eligible for the City's live-work preference.	Households	278	(1) City of Millpitas BMR website - https://www.housekeys24.com/ (2) N/A (3) N/A (4) N/A
Program 20: Specific Plans	(1) By early 2023, adopt the Metro Specific Plan. Related zoning map amendments to conform with the Specific Plan will be adopted by Spring 2024. (2) By the end of 2024, adopt and implement the Gateway-Main Street Specific Plan to increase opportunities for diverse residential and mixeduse development with zoning incentives for lot consolidation since small parcels are a recognized development constraint.	12/31/2024	6th Cycle	Completed	(1) In 2023, The Metro Specific Plan was adopted. (2) In 2025, The Gateway-Main Street was adopted.	Other		(1) https://www.milpitas.gov/371/Milpitas-Metro-Specific-Plan (2) https://www.milpitas.gov/350/Gateway-Main-Street-Specific-Plan-former
Program 21: Zoning Ordinance and Building Code Amendments	Amend the Zoning Ordinance according to the following schedule (1) By early 2023, complete Tiny Homes study. Establish housing program based on study recommendations, including identifying potential sites and funding sources (2) By the end of 2024, complete the outlined Zoning Ordinance revisions on pages 84 -85 of the Housing Element	12/31/2024	6th Cycle	Completed	(1) In 2024, the Tiny Homes Feasbility study was completed. (2) In 2025, The City updated its Comprehensive Zoning Ordinance.	Units	6389	(1) https://www.milpitas.gov/DocumentCenter/View/5960/Final-Report?bidId= (2) https://www.milpitas.gov/DocumentCenter/View/8217 https://milpitasca.portal.civicclerk.com/event/2535/files/agenda/4634 https://milpitasca.portal.civicclerk.com/event/2680/files/agenda/4830
Program 22: Supportive Housing with Disabilities	(1) By the end of 2023, meet with OSH, SCCHA, and the San Andreas Regional Center (SARC) to explore avenues for collaboration. (2) By the end of 2024, identify and implement possible zoning incentives for projects that provide supportive housing or dedicated housing units for persons with disabilities. (3)By the end of 2025, identify the use of CDBG funds for predevelopment costs for permanent supportive housing developments as a priority in the Annual Action Plan. (4) By the end of 2025, analyze suitability of sites identified in the Sites Inventory for permanent supportive housing development and conduct community engagement about those sites. (5) By the end of 2026, commit available City resources to permanent supportive housing developments in partnership with OSH and/or SCCHA.	12/31/2026	6th Cycle	In Progress	(1) Not completed: The Office of Housing has not met with OSH, SCCHA, and the San Andreas Regional Center (SARC) to explore avenues for collaboration. (2) Completed: The City incorporated supportive housing and shows it as a permitted use in all zones that allow residential in its Comprehensive Zoning Ordinance Update in 2025 (3) Not completed: The Office of Housing has not yet identified the use of CDBG funds for predevelopment costs for permanent supportive housing developments. (4) In Progress: The City completed the rezoning of the sites on the Site Inventory to allow housing. Engagement has not yet been done specifically for supportive housing development. (5) In Progress: The City has one current permanent supportive housing development and staff from Housing, Police, Fire, and Recreation Services continually meet with the permanent supportive housing stakeholders to evaluate ways to support and work together.	Other		(1) N/A (2) https://www.milpitas.gov/DocumentCenter/View/8217 https://milpitasca.portal.civicclerk.com/event/2535/files/agenda/4634 https://milpitasca.portal.civicclerk.com/event/2680/files/agenda/4830 (3) N/A (4) https://www.milpitas.gov/DocumentCenter/View/8217 https://milpitasca.portal.civicclerk.com/event/2535/files/agenda/4634 https://milpitasca.portal.civicclerk.com/event/2680/files/agenda/4830 (5) N/A

Program 23: Large Units for Families with Children in Multifamily Housing	(1) By the end of 2024, identify and implement possible zoning incentives, such as expedited processing or density bonuses, for multifamily developments that include units with three or more bedrooms. Study the feasibility of zoning requirements for units with three or more bedrooms. (2) By the end of 2024, implement zoning incentives for the development of units with three or more bedrooms.	12/31/2024	6th Cycle	Completed	(1) Completed: The City included this in its Comprehensive Zoning Ordinance Update in 2025. (2) Completed: The City included this in its Comprehensive Zoning Ordinance Update in 2025.	Units	6389	(1) https://www.milpitas.gov/DocumentCenter/View/8217 https://milpitasca.portal.civicclerk.com/event/2535/files/agenda/4634 https://milpitasca.portal.civicclerk.com/event/2680/files/agenda/4830 (2) https://www.milpitas.gov/DocumentCenter/View/8217
Program 24: Missing Middle Housing	(1) Continue to work with the school district to explore opportunities to provide workforce housing. (2) By the end of 2023, integrate SB 9 Toolkit trainings in the ADU Monday program. (3) By the end of 2024, identify and implement possible zoning ordinance changes to further promote a mix of dwelling unit types and sizes, particularly in high resource neighborhoods; consider flexible zoning standards for missing middle housing projects with small units, such as pertaining to density, setbacks, building height, parking, and open space. (4) By the end of 2024, update and promote opportunities to create duplexes and urban lot splits with the City's SB 9 Toolkit. (5) By the end of 2024, participate in State financing programs for middle income workforce housing developments that meet the City's adopted Goals and Performance Measures for these projects. (6) By the end of 2025, evaluate providing incentives for constructing missing middle housing projects, such as reducing affordable housing, permit processing, development impact, and utility fees, and expediting the review and approval of these projects.	12/31/2025	6th Cycle	Continuous	(1) Continuous: The City continues to work with the school district to explore opportunities to provide workforce housing. (2) Not Yet Started: No SB9 Toolkit has been designed and implemented yet. (3) Completed: The City included more flexible development standards in its Comprehensive Zoning Ordinance Update (adopted in 2025). (4) Not Yet Started: No SB9 Toolkit has been designed and implemented yet. (5) Not Yet Started: The City is not currently participating in State financing programs for middle income workforce housing developments (6) Completed: The City included more flexible development standards in its Comprehensive Zoning Ordinance Update (adopted in 2025).	Units	6389	(1) N/A (2) N/A (3) https://www.milpitas.gov/DocumentCenter/View/8217 https://milpitasca.portal.civicclerk.com/event/2535/files/agenda/4634 https://milpitasca.portal.civicclerk.com/event/2680/files/agenda/4830 (4) N/A (5) N/A (6) https://www.milpitas.gov/DocumentCenter/View/8217 https://milpitasca.portal.civicclerk.com/event/2535/files/agenda/4634 https://milpitasca.portal.civicclerk.com/event/2680/files/agenda/4830

Jurisdiction	Milpitas	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Very Low Income**	**Low Income**	**Moderate Income**	**Above Moderate Income**	**Description of Commercial Development Bonus**	**Commercial Development Bonus Date Approved**
Summary Row: Start Data Entry Below									

Jurisdiction	Milpitas	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+. For detailed reporting requirements, see the chcklist here:
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Milpitas	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F2

Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2

For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).

Project Identifier					Unit Types		Affordability by Household Incomes After Conversion							Units credited toward Moderate Income RHNA		Notes
1					2	3	4							5		6
Prior APN+	**Current APN**	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID**	**Unit Category** (2 to 4,5+)	**Tenure** R=Renter	**Very Low-Income Deed Restricted**	**Very Low-Income Non Deed Restricted**	**Low- Income Deed Restricted**	**Low- Income Non Deed Restricted**	**Moderate-Income Deed Restricted**	**Moderate-Income Non Deed Restricted**	**Above Moderate-Income**	**Total Moderate Income Units Converted from Above Moderate**	**Date Converted**	**Notes**
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	0		

Jurisdiction	Milpitas	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Period	6th Cycle	01/31/2023 - 01/31/2031

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						

Jurisdiction	Milpitas	**NOTE: This table must contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns**	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2025 (Jan. 1 - Dec. 31)		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						

Jurisdiction	Milpitas	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note:

Cells in gre

Table J

Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Se

Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved						
1				2	3	4						
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Unit Category** (SH - Student Housing)	**Date**	**Very Low-Income Deed Restricted**	**Very Low-Income Non Deed Restricted**	**Low- Income Deed Restricted**	**Low- Income Non Deed Restricted**	**Moderate-Income Deed Restricted**	**Moderate-Income Non Deed Restricted**	**Above Moderate-Income**
Summary Row: Start Data Entry Below												

Jurisdiction	Milpitas	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	No
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.	
Notes	

Jurisdiction	Milpitas	**NOTE: This table needs to be completed with any sites within your jurisdiction that were newly added to a National, State, or Local register of historic places within the reporting year. If none, leave blank.**	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2025 (Jan. 1 - Dec. 31)		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table L
Historical Resources

Parcel Identifier		Designation				Size	Notes
1		2				3	4
APN	**Street Address/Intersection**	**Date of Designation**	**Designation Level**	**Historic Site Period**	**Areas of Significance**	**Parcel Size (in acres)**	**Notes**
Summary Row:							

Jurisdiction	Milpitas	
Reporting Year	2025	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$ -

Total award amount is auto-populated based on amounts entered in rows 15-26.

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	5
Very Low	Deed Restricted	0
	Non-Deed Restricted	20
Low	Deed Restricted	0
	Non-Deed Restricted	8
Moderate	Deed Restricted	0
	Non-Deed Restricted	4
Above Moderate		2
Total Units		**39**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	27
Low	Deed Restricted	0
	Non-Deed Restricted	4
Moderate	Deed Restricted	18
	Non-Deed Restricted	18
Above Moderate		171
Total Units		**238**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	8
	Non-Deed Restricted	0
Very Low	Deed Restricted	18
	Non-Deed Restricted	3
Low	Deed Restricted	66
	Non-Deed Restricted	23
Moderate	Deed Restricted	6
	Non-Deed Restricted	14
Above Moderate		117
Total Units		**255**

HOUSING SUCCESSOR ANNUAL REPORT

April 1, 2026

LOW AND MODERATE INCOME HOUSING ASSET FUND
FOR FISCAL YEAR 2024-25
PURSUANT TO
CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f)
FOR THE
MILPITAS HOUSING AUTHORITY

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INTRODUCTION

This Housing Successor Annual Report ("Report") addresses the requirements of California Health and Safety Code Section 34176.1(f) regarding the Low and Moderate Income Housing Asset Fund ("LMIHAF"). This Report outlines the financial and housing covenant details of the Milpitas Housing Authority ("Housing Successor") for 2024-25 (the "Fiscal Year"). The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 ("Dissolution Law").

This report includes discussion on the deposits to, ending balance of, and expenditures from the LMIHAF. A description of the Housing Successor's assets, and any transfers of assets to other housing successor agencies are addressed as well. The report also discusses the Housing Successor's current projects, acquisitions of any real property since February 1, 2012, or any outstanding obligations. Finally, as required by law, three separate tests are discussed – the income test, senior housing test, and excess surplus test.

The following Report is based upon information prepared by Housing Successor staff and conforms with Sections 1 through 13, of Section 34176.1(f) of the Dissolution Law.

In addition this Report and the former redevelopment agency's pre-dissolution Implementation Plans are to be made available to the public on the City's website. (http://www.milpitas.gov)

I. AMOUNT DEPOSITED INTO LMIHAF

This section provides the total amount of funds deposited into the LMIHAF during the Fiscal Year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule ("ROPS") must be distinguished from the other amounts deposited.

Revenues (amount deposit to the LMIHAF):	
Loan repayments	$15,205
Rental/lease income	$82,753
Interest income	$923,261
Total:	$1,021,219

A total of $1,021,219 was deposited into the LMIHAF during the Fiscal Year. Of the total funds deposited into the LMIHAF, a total of $0 was held for items listed on the ROPS.

II. ENDING BALANCE OF LMIHAF

This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.

At the close of the Fiscal Year, the ending balance in the LMIHAF was $41,534,342, of which $0 is held for items listed on the ROPS.

III. DESCRIPTION OF EXPENDITURES FROM LMIHAF

This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized. There was a total of $290,385 expended from the LMIHAF, divided into the following categories:

TABLE 1: DESCRIPTION OF LMIHAF EXPENDITURES

Description of Expenditures	Total Expenditures
Maintenance, Monitoring and Administration Expenditures	$282,945
Homeless Prevention and Rapid Rehousing Services Expenditures	$7,440
Housing Development Expenditures (Total of Next Three Lines)	$0
Expenditures on Low Income Units	*$0*
Expenditures on Very Low Income Units	*$0*
Expenditures on Extremely Low Income Units	*$0*
Total LMIHAF Expenditures in Fiscal Year	**$290,385**

IV. STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR

This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.

TABLE 2: STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR

Asset Type	Statutory Value of Assets
Loans Receivable	$36,686,320
Land held for resale	$1,800,000
Total Value of Real Property and Loans Receivable	**$38,486,320**

V. DESCRIPTION OF TRANSFERS

This section describes transfers, if any, to another housing successor agency made in previous fiscal year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.

The Housing Successor did not make any LMIHAF transfers to other housing successor(s) under Section 34176.1(c)(2) during the Fiscal Year.

VI. PROJECT DESCRIPTIONS

This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.

The Housing Successor does not receive or hold property tax revenue pursuant to the ROPS during the Fiscal Year.

VII. STATUS OF COMPLIANCE WITH SECTION 33334.16

This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012.

For interests in real property acquired on or after February 1, 2012, provide a status update on the project.

With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time period described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF (August 31, 2012); thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date of the DOF approved such property as a housing asset.

The following provides a status update on the real property or properties housing asset(s) that were acquired prior to February 1, 2012 and compliance with five-year period:

TABLE 3: SECTION 33334.16 COMPLIANCE

Address of Property	**Date of Acquisition**	**Deadline to Initiate Development Activity**	**Status of Housing Successor Activity**
1504, 1556, 1620 S. Main St. (APN 086-22-027,028,033,034,041,042)	11/1/2009	8/31/2022	The Milpitas Housing Authority and South Main Senior Lifestyles, LLC entered into a disposition and development agreement on August 18, 2009 for the Senior Lifestyles Development with 48 extremely-low income units in phase I and 2 combined. On April 11, 2018, the Milpitas Housing Authority grant and conveyed to Milpitas Phase I, LP, the real property of phase one which includes the historic APNs 086-22-033,034,041,042.
1432-1446 S. Main St. (APN 083-41-001)	2/28/2011	8/31/2022	The Milpitas Housing Authority was required to either initiate activity on Parcel 1 that are consistent with the development of the property for affordable housing prior to August 31, 2022, or sell the parcel and deposit the sales proceeds in the Low and Moderate Income Housing Asset Fund (LMIHAF) to be used for future development of affordable housing elsewhere in the City. Parcels 2 and 3 are not subject to the same timeframe, but the City's General Plan calls for high density housing over the long term. Since December 2021, a Phase II environmental site assessment, asbestos and led-based paint analysis, and an appraisal have been completed, and the services of

			a broker have been obtained to help prepare Parcel 1 for sale. Additionally, the City is working towards the launch of an RFP that would result in either the sale of the parcel or the development of affordable housing.
254 Parc Place Dr. (APN 086-54-052)	1/27/2011	8/31/2022	Sold to a low-income homebuyer in January 2023.
600 S. Abel St. #208 (APN 086-61-177)	5/24/2011	8/31/2022	Sold to a moderate-income homebuyer in December 2022.

Health and Safety Code Section 33334.16 required former redevelopment agencies to initiate activities, such as zone changes or disposition and development agreements within five years of acquiring a property.

The following provides a status update on the project(s) for property or properties that have been acquired by the Housing Successor using LMIHAF on or after February 1, 2012.

The Housing Successor did not acquire property on or after February 1, 2012.

VIII. DESCRIPTION OF OUTSTANDING OBLIGATIONS UNDER SECTION 33413.

This section describes the outstanding inclusionary housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012 along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency and how the Housing Successor plans to meet unmet obligations, if any.

The housing successor does not have any obligations to fulfill under Section 33413.

IX. EXTREMELY-LOW INCOME TEST

Section 34176.1(a)(3)(A) requires that the Housing Successor must require at least 30% of the LMIHAF (excluding funds used for maintenance, monitoring and administrative expenses, and homeless prevention/rapid rehousing services) to be expended for development of rental housing affordable to and occupied by households earning 30% or less of the AMI. If the Housing Successor fails to comply with the Extremely-Low Income (ELI) requirement in any five-year report, then the Housing Successor must ensure that at least 50% of the funds expended from the LMIHAF in each subsequent fiscal year be expended for development of rental housing affordable to and occupied by households earning 30% or less of the AMI until the Housing Successor demonstrates compliance with the Extremely-Low Income requirement.

In fiscal year 2024/2025 the City satisfied the Extremely-Low Income test as no funds were expended for the development of rental housing from 2019/2020 to 2023/2024. In 2022/2023 it was reported that $10,000 in expenditures were for housing development. Upon further review, those funds were expended for appraisal services which should have been categorized as administrative services.

The next five-year Extremely Low-Income test will be required in the Annual Report for fiscal year 2029/2030.

X. SENIOR HOUSING TEST

This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former Redevelopment Agency, and the City within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former Redevelopment Agency and the City within the same time period. For this Report the ten-year period reviewed is January 1, 2016 to January 1, 2026.

If the percentage of assisted senior rental housing is more than 50 percent of the total of all assisted rental housing, no additional senior rental housing can be assisted until the percentage falls to 50 percent or less.

TABLE 4: SENIOR HOUSING TEST

Unit Category	# of Units
Assisted Senior Rental Units	10
Total Assisted Rental Units	566
Senior Housing Test (%)	**1.77%**

XI. EXCESS SURPLUS TEST

Excess Surplus is defined in Section 34176.1(d) as an unencumbered amount in the account that exceeds the greater of one million dollars ($1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater. The housing successor is required to encumber the excess surplus amount or transfer that amount to another jurisdiction as provided in Health and Safety Code Section 34176.1(c)(2) within three fiscal years. If not, the excess surplus amount must be transferred to HCD to use pursuant to the Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program.

The following provides the Excess Surplus test for the 2024/2025 fiscal year:

	Test for fiscal year ending June 30, 2025
Opening fund balance of prior year	$40,818,714
Less: Unavailable Funds:	
Loans Receivable	($36,686,320)
Land Held for Resale	($1,800,000)
Unencumbered Fund Balance	**$2,332,394**
Limitation (greater of $1,000,000 or four years deposits). Aggregate amount deposited for the last four years:	
2023-2024	$964,610
2022-2023	$924,484
2021-2022	$508,420
2020-2021	$712,551
Total Amount Deposited	**$3,110,065**
Excess Surplus	**None**

This analysis indicates there is no excess surplus as of 6/30/2024.

XII. DESCRIPTION OF OUTSTANDING OBLIGATIONS UNDER SECTION 34176.1(D)(13).

This section provides an inventory of homeownership units assisted by the former Redevelopment agency or the Housing Successor that are subject to covenants or restrictions of to an adopted program that protects the former Redevelopment Agency's investment of moneys from the Low- and Moderate-Income Housing Fund pursuant to subdivision (f) of Section 33334.3.

This inventory shall include all the following information:

(A) Number of those units:

The number of homeownership units assisted by the former Redevelopment agency is 189.

(B) In the first report pursuant to this subdivision, the number of units lost to the portfolio after February 1, 2012, and the reason or reasons for those losses. For subsequent reports, the number of the units lost to the portfolio in the last fiscal year and the reason for those losses:

There are no losses of inventory to report from February 1, 2012 to FY 2025/2026.

(C) Any funds returned to the Housing Successor as part of an adopted program that protects the former Redevelopment agency's investment of moneys from the Low- and Moderate-Income Housing Fund:

$15,205 *was returned to the Housing Successor.*

(D) Whether the Housing Successor has contracted with any outside entity for the management of the units and, if so, the identity of the entity:

The Housing Successor contracts with HouseKeys for its Below Market Rate Ownership portfolio, which includes former Redevelopment properties.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Receive the 2025 General Plan Annual Progress Report and Authorize Submittal of the Report to the California Department of Housing and Community Development and Governor's Office of Land Use and Climate Innovation (Staff Contact: Jay Lee, Planning Director, 408-586-3077)**
Category:	Consent Calendar-Community Development
Meeting Date:	3/17/2026
Recommendation:	Receive the 2025 General Plan Annual Progress Report and authorize the submittal of the report to the California Department of Housing and Community Development and Governor's Office of Land Use and Climate Innovation.

BACKGROUND:
California Government Code Section 65400 mandates that all cities and counties submit an annual report on the status and progress on implementation of their General Plan, including the Housing Element, to their legislative bodies, the Governor's Office of Land Use and Climate Innovation (LCI), and Housing and Community Development (HCD) by April 1 of each year. The intent of this statute is to ensure the General Plan directs land use decisions and remains an effective guide for the long-term physical development of a community. It also provides local jurisdictions with a tool to assess its effectiveness in implementing its General Plan.

Staff requests the City Council receive the 2025 General Plan Annual Progress Report (Attachment A) and authorize the submittal of the report to LCI and HCD.

ANALYSIS:
The following information provides a brief summary of the 2040 General Plan and the City's General Plan implementation highlights for calendar year 2025.

2040 General Plan
City Council adopted the 2040 General Plan on March 9, 2021. The 2040 General Plan, which establishes a new planning horizon of 2040, provides updated goals, policies, and implementation actions and addresses new planning issues such as air quality and energy, community design, and economic and fiscal sustainability. Future development projects consistent with the General Plan Update will be eligible for California Environmental Quality Act (CEQA) streamlining through the Programmatic Environmental Impact Report (EIR). The General Plan Update also includes a detailed implementation plan, which provides the responsible department, priority, and timing for all implementation actions. The City will review implementation of the General Plan on an annual basis, amend the General Plan as necessary, and update the City's Zoning Ordinance and planning documents to ensure consistency with the General Plan.

The 2025 General Plan Annual Progress Report (APR) highlights the City's progress toward implementation of the 2040 General Plan.

General Plan Implementation Highlights
The 2025 General Plan APR (Attachment A) provides the General Plan implementation highlights by element. The City's key efforts to implement the goals and policies of the General Plan include but are not limited to comprehensive master plan updates and capital improvement projects.

The City completed, initiated, or continued updates to the following policies and comprehensive master plans:
- Comprehensive Zoning Ordinance Update – Completed

- Gateway/Main St. Specific Plan (formerly the Midtown Specific Plan) – Completed
- Housing Opportunity Districts – Completed
- Innovation District Parks and Trails Master Plan – In Progress
- Main Street Sense of Place Plan – In Progress

In the next year, the City anticipates initiating an update to the Community Health and Wellness Element, Parks, Recreation and Open Space Element, and the Safety Element.

The City also designed or constructed capital improvements to transportation infrastructure, public utility systems, and public facilities. Please refer to the 2025 General Plan APR (Attachment A) for a detailed description of each implementation activity.

Policy Alternative:

Alternative 1: Do not authorize the submittal of the General Plan APR to LCI and HCD .

Pros: None.
Cons: The City would not be in compliance with Government Code Section 65400, which mandates all cities to submit an annual report on the status and progress on implementation of their General Plan to LCI and HCD each year.

Reasons not recommended: The General Plan APR assists LCI in identifying statewide trends in land use decision-making and informs modifications to LCI's *General Plan Guidelines*. Failure to submit the General Plan APR to LCI would limit LCI's ability to consider local planning and development activities in refining statewide planning goals and policies.

FISCAL IMPACT:
Preparation of the General Plan Annual Progress Report and submittal of the report to LCI and HCD will result in no fiscal impact to the City.

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

ATTACHMENT(S):
(a) 2025 General Plan Annual Progress Report

MEMORANDUM

Planning Department

DATE: April 1, 2026

TO: Governor's Office of Planning and Research

THROUGH: Jared Hernandez, Acting City Manager

FROM: Lillian VanHua, Principal Planner

SUBJECT: 2025 General Plan Annual Progress Report

Background

The City of Milpitas completed a comprehensive update of its General Plan, which was adopted by the Milpitas City Council on February 23, 2021. The General Plan Update, which establishes a new planning horizon of 2040, provides updated goals, policies, and implementation actions and addresses new planning issues such as air quality and energy, community design, and economic and fiscal sustainability.

Future development projects consistent with the General Plan Update will be eligible for CEQA streamlining through the Programmatic EIR. The General Plan Update also includes a detailed implementation plan, which provides the responsible department, priority, and timing for all implementation actions. The City will review implementation of the General Plan on an annual basis, amend the General Plan as necessary, and update the City's Zoning Ordinance and planning documents to ensure consistency with the General Plan.

Government Code Section 65400 mandates that all cities and counties submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR), and the Housing and Community Development (HCD) by April 1 of each year. The intent of this statute is to ensure that the General Plan directs land use decisions and remains an effective guide for the long-term physical development of a community. It also provides local jurisdictions a tool to assess their effectiveness in implementing the Plan's long-term vision.

This report highlights the City's progress toward implementation of the 2040 General Plan. On March 17, 2026, staff shared this report with the City Council, which authorized the submittal of the report to HCD.

Revisions to the General Plan since March 9, 2021

GP Amendment #	Date	Description	Resolution No.
GP25-0002	10/28/2025	Amend the Land Use Element Map to include certain parcels in the Milpitas Gateway-Main Street Specific Plan area and change the land use designation to MGSP (Milpitas Gateway-Main Street Specific Plan)	9453
GP25-0001	8/12/2025	Amend Table 1 in the Land Use Element to (1) remove R5 as an implementing zone for the Very High Density Mixed Use (VHDMU) designation, since the R5 zone will be replaced with other zones through the zoning ordinance update and will be	9445

		eliminated from the code; and (2) change the implementing zone for the Mobile Home Park (MHP) land use designation to MHP – Mobile Home Park Zone, since the existing Mobile Home Park Combining District Overlay will be replaced with a new Mobile Home Park (MHP) base zone as part of the zoning ordinance update. The minor text amendment to the Land Use Element of the General Plan is needed to ensure consistency between the General Plan and the updated Zoning Ordinance	
GP24-0001	4/15/2025	Amend the Land Use Element Text to change the description of the Town Center (TWC) and Neighborhood Commercial Mixed-Use (NCMU) and Land Use Policy (LU 6-1) and amend the Land Use Map designations of certain parcels	9404
GP24-0002	6/3/2024	Amend Land Use Element Text and Land Use Map to achieve consistency between the Milpitas 2040 General Plan, Zoning Ordinance, and Zoning Map (GP Amendments adopted concurrently with Phase 1 Zoning Update)	9332
GP22-0001	11/7/2023	Remove language in Land Use Element related to California Circle Specific Plan. This includes amending the Neighborhood Commercial Mixed-Use (NCMU) designation (pg. LU-6), the “California Circle Specific Plan Overlay” statement (pg. LU-8) and removing Action LU-2b (pg. LU-17).	9282
GP23-0002	6/6/2023	Amend Land Use Map designations of 168 parcels for consistency with the new boundaries of Metro Specific Plan and the proposed boundaries of the draft Gateway-Main Street Specific Plan	9258
GP23-0001	1/24/2023	Adopt 2023-2031 Housing Element (6th cycle)	9214

General Plan Guidelines Compliance

Pursuant to Government Code Section 65400(2)(F), the General Plan mostly complies with the Governor's Office of Land Use and Complete Innovation (LCI)'s latest General Plan Guidelines, with the exceptions of the Environmental Justice Element (SB 1000), Safety Element (AB 1409), and the Open Space Element (SB 1425). To address this, the City hired a consultant to revise the Community Health and Wellness chapter to include the Environmental Justice Element and a draft was prepared in 2024. However, in light of the additional General Plan updates required under Government Code Sections 65565.5 and 65302.15, the City will be hiring another consultant to update its Open Space Element and the Safety Element in 2026. The City anticipates adopting all three element changes in 2027. Moreover, the City is in compliance with its obligations to consult the California Native American tribes for every proposed amendment to the General Plan, as well as new development proposals, pursuant to SB 18 and AB 52 (**Policy CON 4-4**).

Implementation Highlights by General Plan Element

Below is the City's annual progress toward implementation of the previous General Plan by element.

Land Use Element

- **Gateway-Main Street Specific Plan:** The City adopted the Gateway-Main Street Specific Plan on October 28, 2025 and completed the update to the Midtown Specific Plan, which was originally adopted by the City Council in March 2002 and last amended in November 2010. The Midtown Specific Plan was renamed the "Milpitas Gateway/Main St. Specific Plan" (Gateway Plan) to reflect new boundaries and a new strategic focus on key redevelopment areas. The Gateway Plan area, which contains the original commercial and industrial core of the City, has undergone significant changes related to its growing role as a housing and employment center. Development activity over the past several years has included approval or construction of 1,200 multi-family residential units, reinvestment and upgrades to the Great Mall, and extension of VTA's Tasman East Light Rail Transit (LRT) line. However, several vacant and underutilized sites remain within the Gateway Plan area and there is significant potential for development and redevelopment. The Gateway Plan provides policies and guidelines and identify improvements to streetscapes, infrastructure, and public open spaces to facilitate this area's transition into an attractive and economically vital district with a compatible mixture of residential, retail, office, and service-oriented commercial uses served by a viable multi-model transportation network. **Policy LU 2-1 and Action LU-2a**
- **Main Street Sense of Place Plan:** Following the preparation of the Gateway-Main Street Specific Plan and adoption, the City kicked off the Main Street Sense of Place Plan in 2025. It will serve as a streetscape plan for the Gateway-Main Street Specific Plan and added as a new chapter when it is adopted in 2026. The Plan will identify needed streetscape and transportation improvements along Main Street, create a Basic Infrastructure Plan (BIP) that details each type of improvement and assigns a priority, and establish a plan-specific development impact fee to fund the improvements included in the BIP. The goal of the project is to revitalize and transform Main Street into a complete neighborhood with infrastructure and amenities to support high-density, mixed-use development along the corridor. **Policies LU 4-1 and 4-2**
- **Comprehensive Zoning Ordinance Update:** The City's Zoning Ordinance is one of the primary implementation tools for the Land Use Element goals and policies. A Zoning Map, consistent with the General Plan Land Use Map, is also part of the Zoning Ordinance. Together, the Zoning Ordinance and Zoning Map are used to identify the specific types of use, intensity, and development standards applicable to given parcels or areas of land. However, the Zoning Ordinance was originally adopted in 1955 and last updated in 2008. Therefore, the City initiated the Comprehensive Zoning Ordinance Update in early 2023 to modernize the Zoning Ordinance, ensure consistency with the recently adopted

2040 General Plan, and implement land use changes from the City's specific plan updates. Phase 1 focused on creating new zoning districts, including the new Business Park Research and Development (BPRD) and Metro Specific Plan zones. The City Council adopted Phase 1 on June 18, 2024. The Phase 2 public draft was released in December 2024. Phase 2 built upon the foundation, focused on reorganizing, modernizing, and improving the clarity and accessibility of the entire Zoning Ordinance. The City adopted Phase 2 of the Comprehensive Zoning Ordinance Update on September 2, 2025. **Policies LU 5-1, 5-2, 5-3, 5-4, 5-5, 5-6, and 5-7 and Actions LU-1d, LU-5a, LU-5b, and LU-5c**

Circulation Element

- **Trail, Pedestrian, and Bicycle Master Plan:** The City adopted the Trail, Pedestrian, and Bicycle Master Plan, which is an update of the Trails and Bikeway Master Plans, on May 17, 2022. The Trails and Bikeway Master Plans were originally adopted by City Council in June 1997 and June 2009 respectively. The Trail, Pedestrian, and Bicycle Master Plan identifies gaps in the trail, pedestrian, and bicycle networks and provides recommendations to expand existing networks, increase safety and accessibility for all users, support economic development, and enhance the quality of life for area residents. The Trail, Pedestrian, and Bicycle Master Plan also evaluates bicycle/scooter share programs, identifies priorities, and recommends improvements. The City continues to implement the Master Plan through its Capital Improvement Program and requiring public improvements as part of the development review process. **Policies CIR 2-1, 4-1, 4-2, 4-3, 4-4, 4-5, 4-6, 4-7, 4-8, 4-9, and 4-10 and Actions CIR-4a, CIR-4b, CIR-4c, CIR-4g, CIR-4h, and CIR-4i**
- **Development Review and Traffic Impact Fees:** As part of its development review process, the City requires private development projects to implement traffic mitigation measures to address potential impacts and deficiencies created by the project and identified in the transportation impact analysis. Required mitigation measures include improvements to transportation infrastructure and transportation demand management (TDM) programs. Additionally, the City collects both citywide and area-specific traffic impact fees to fund and construct transportation improvements. Furthermore, the VTA serves as the Congestion Management Agency for Santa Clara County and maintains the County's Congestion Management Program (CMP), which includes several intersections within Milpitas. Although traffic congestion is no longer considered a potentially significant impact under the California Environmental Quality Act (CEQA) in accordance with Senate Bill (S.B.) 743, the City will continue to utilize level-of-service (LOS) analysis to address local traffic congestion while transitioning to vehicle miles traveled (VMT) as the new metric for assessing transportation impacts under CEQA. **Policies CIR 1-9, 1-10, and 1-11 and Actions CIR-1l, CIR-1m, CIR-1n, CIR-1o, CIR-4k, CIR-4l, and CIR-7b**
- **Citywide VMT Policy:** The City adopted a citywide VMT policy to implement Senate Bill 743 and establish the methodology for analyzing transportation impacts under CEQA. The policy facilitates the buildout of the General Plan and supports new development in suitable areas near transit and mixed-use neighborhoods. City staff continues to implement the new policy through the development review process. Over time, the policy will help the City move away from auto-dependency and prioritize multimodal improvements to create a balanced and accessible transportation network that meets the needs of all users. **Policies CIR 1-2 and 1-8 and Action CIR-1c**
- **Capital Improvement Program (CIP):** Consistent with the Circulation Element goals and policies, the City also made significant investment in transportation infrastructure and safety improvements through its CIP, which is updated every year. The significant transportation-related projects are discussed below.

- Enhanced Crosswalk Striping & Beacons: This project provides high visibility crosswalk striping and pedestrian actuated flashing beacons to facilitate safer pedestrian crossings at high vehicle and pedestrian volume intersections along school and bike routes and in residential areas. 16 beacons were installed at various locations throughout the City in 2021 and a Citywide Traffic Safety Assessment to identify future locations was completed in 2023. Some of these improvements are bundled into the yearly Street Resurfacing project.
- Traffic Studies and Safety Improvements: The City Council adopted the Citywide Traffic Safety Plan in January 2024. This project provides citywide traffic studies, safety and minor traffic improvements as described in the Citywide Traffic Safety Plan and from community service requests. This ongoing project includes traffic signal, pedestrian, and roadway improvements. Pedestrian improvements consist of bulb-outs, fencing, guardrails, intersection and crosswalk striping, and flashing beacons. Roadway improvements include advanced stop bars, green bike and buffer lanes, high-friction pavement treatments, lighting, radar feedback signs, retroreflective signage, rumble strips, and striping and marking. The City hired a consultant to conduct speed surveys along the City's 96 roadway segments in order to recertify the speed limits. These recertifications will allow the Police Department to enforce speed limits throughout the city. Other studies are being conducted to identify how the City can improve safety and traffic congestion at various locations throughout the City. Some of the locations that have been identified are Escuela Parkway, N. Abbott Avenue and McCandless Drive. There are currently two active traffic studies; one is a traffic congestion study on Escuela Pkwy and the other is a traffic safety evaluation on N. Abbott Avenue and McCandless Drive. On Escuela Pkwy, City staff has identified near, mid- and long-term mitigations and continues to work with MPD and MUSD to implement traffic congestion improvements. On N. Abbott Avenue and McCandless Drive, the consultant finished their initial analysis and will provide the City with preliminary recommendations in 2026.
- Street Resurfacing Program: This annual program provides roadway pavement repair, rehabilitation, and/or reconstruction. The program includes replacement and upgrade of curb, gutter, driveway, and sidewalk. The program also includes implementation of bike facilities as described in the City's Trail, Pedestrian, and Bicycle Master Plan. The City completed the resurfacing of the following streets: E. Calaveras Blvd. from I-680 to Evans Road, excluding the portion of the road that was improved by the Milpitas Unified School District Innovation Campus project, North Park Victoria from Jacklin Road to East Calaveras Blvd., North and south side streets adjacent to Mt. Shasta Ave. including Courtland Court and Avenue, Jungfrau Court, Bee Court, Matterhorn Court, Big Bear Court, and Chewpon Avenue., South Temple Drive from East Calaveras Boulevard to Wylie Drive; Beacon Drive, Canton Drive from Roswell Drive and Bixby Drive, Lawton Drive, and Roswell Drive from Canton Drive to end of cul-de-sac; and Sepulveda Court. The pathway on Strickroth Park was also resurfaced as part of this project.
- ADA Curb Ramp Transition Program: This annual program involves citywide replacement or upgrade of existing curb ramps to current standard Americans with Disabilities Act (ADA) compliant ramps. The program also includes construction of segments of new sidewalk to close gaps and allow the City to be eligible for future Federal transportation aid funds. Some of these improvements are bundled into the yearly Street Resurfacing project.
- S. Milpitas Blvd. Vehicle Bridge at Penitencia Creek: Design of the project and the associated CEQA analysis is complete and construction is anticipated to start in 2026. The project will provide a vehicular bridge over Penitencia Creek at the end of the new S. Milpitas Blvd.

Extension. The vehicular bridge is part of the TASP circulation infrastructure improvement to provide safe and convenient pedestrian connectivity within the TASP area.

- Montague Pedestrian Overcrossings: These projects will provide a pedestrian overcrossing over Montague Expressway at Piper Drive and the east levee of Penitencia Creek. The overcrossing at Piper Drive is complete. The design and associated CEQA analysis for the overcrossing at the east levee is complete and construction is anticipated to start between 2027 and 2029. These projects are part of the TASP circulation infrastructure improvements to provide safe and convenient pedestrian connectivity within the TASP area.

Policies CIR 1-8, 2-1, and 2-2 and Actions CIR-7c

Community Design

- **Residential and Mixed-Use Objective Design Standards:** On November 1, 2022, the City adopted the Milpitas Residential and Mixed-Use Objective Design Standards (MODS), which provides clear and implementable design criteria for all new residential and mixed-use developments throughout the City. The Objective Design Standards streamlines housing approvals, complies with recent State legislation requiring objective and quantifiable design guidelines, and ensures that new residential development protects and improves the character of existing neighborhoods. City staff continues to implement the MODS through the development review process. **Policies CD 1-1, 1-2, 1-6, 2-1, 2-2, 2-4, 2-5, 2-7, 3-3, 3-5, 3-8, 3-9, 3-10. 5-1, 5-2, 5-3, 5-4, 5-5, and 5-8 and Actions CD-2b, CD-2c, CD-2d, CD-5a, and CD-5b**
- **Hillside Ordinance:** The City's Hillside Ordinance established the Hillside Combining District (Municipal Code Section XI-10-45.09), which promotes and encourages the orderly development of the hillside area of the City. The Hillside Ordinance provides regulations to ensure that development is in keeping with the natural character of the hillside, minimize grading of and alterations to hillsides, and address constraints associated with hillside development including geologic issues, slopes, access, and visibility. New developments in the Hillside Combining District are subject to these regulations and require review by the Planning Commission and approval by the City Council for compliance with the Hillside Site and Architectural Guidelines. **Policies CD 7-1, 7-2, 7-3, 7-4, 7-5, and 7-6 and Action CD-7a**
- **Development Review:** As part of the development review process, City staff reviews new development projects to ensure that new developments include excellent project design, high-quality architecture, public improvements to reinforce a sense of place, and preserve and enhance the community character. The City also requires private development projects to either install public art component that meets the requirements of Municipal Code Section XI-10-14 and is approved by the Arts Commission or pay an in-lieu fee to fund public art improvements throughout Milpitas. **Policies CD 1-1, 1-2, 1-6, 2-1, 2-2, 2-4, 2-5, 2-7, 3-3, 3-5, 3-8, 3-9, 3-10. 5-1, 5-2, 5-3, 5-4, 5-5, and 5-8 and Actions CD-2b, CD-2c, CD-2d, CD-5a, and CD-5b**

Economic Development

- **Economic Development Strategy:** In May 2020, the City adopted a new Economic Development Strategy (EDS) that will guide the City's efforts over the next five years to grow the local economy and foster local economic health, diversity, and vibrancy. The City completed an Innovation District Action Plan, which provides specific actions to implement policies in the EDS related to the creation of an Innovation District. City staff also included tasks in the Gateway/Main St. Specific Plan scope of work to

implement several EDS policies including a retail audit of the zoning code, retail strategies memo, property-based business improvement district, strategic property acquisition revenue fund, and economic/scenario feasibility testing. **Policies ED 1-1, 3-2, 3-3, and 4-2 and Actions ED-1c, ED-1d, ED-1j, ED-2a, ED-2c, ED-3c, ED-3f, ED-3h, and ED3i**

- **Build Business by Symbium:** In June 2022, the City implemented Build Business by Symbium, which is a geographic information system (GIS) software program that allows the public to quickly and accurately determine where each type of business is allowed in Milpitas, if a business is allowed at a specific location, and what types of permits are required. Build Business improves customer service, staff efficiency, and streamlines the permitting process to facilitate business retention, relocation, and attraction. **Policies ED 1-5 and Actions ED-1l and ED-1m**

Conservation & Sustainability Element

- **Climate Action Plan (CAP) Update:** In compliance with Assembly Bill (A.B.) 32 and S.B. 375, on August 9, 2022, the City adopted an update to its CAP with new programs to meet the State's new mid- and long-term statewide emissions targets (40 percent reduction below 1990 levels by 2030 and 80 percent reduction below 1990 levels by 2050). The CAP is designed to streamline environmental review of future development projects in the City, consistent with CEQA Guidelines Section 15183.5(b). The CAP identifies an overall strategy, baseline emissions and forecasts, reduction measures, and implementation strategies to achieve the State-recommended greenhouse gas (GHG) emissions reduction targets. **Policies CON 1-3, 1-6, 1-7, 1-8, 1-10, 1-11, 1-13, and 7-13 and Actions CON-1a, CON-1g, and CON-1h**
- **Cultural & Historic Preservation:** The City continues to carry out its Cultural Resources Preservation Program as outlined in Chapter 4, Title XI of the Milpitas Municipal Code to identify and protect existing cultural and historic resources. City staff reviews requests to alter or demolish an existing cultural or historic resource for compliance with local, state, and federal historic preservation standards and forwards applications to the Parks, Recreation and Cultural Resources Commission for a decision on whether the request meets the intent of the Cultural Resources Preservation Program. Additionally, projects subject to CEQA are analyzed for archaeological and paleontological impacts and mitigation measures are required as necessary. **Policies CON 4-1, 4-2, 4-3, 4-4, and 5-1 and Actions CON-4a and CON-4b**
- **Energy Use:** On January 17, 2023, the City adopted the 2022 California Energy Code and the 2022 California Green Building Standards Code pertaining to the all-electric requirement for newly constructed buildings, and electric vehicle (EV) chagrining for new residential and non-residential construction. These local amendments, referred to as reach codes, exceed the requirements in the 2022 state codes. As part of its development review process, the City requires new buildings to comply with these requirements and offers expedited building permit processing for residential projects achieving Build It Green's GreenPoint Rated standard and for commercial and industrial projects achieving the Leadership in Energy and Environmental Design (LEED) Silver rating. Furthermore, in 2017, the City joined Silicon Valley Clean Energy (SVCE), which is a community-owned agency serving Santa Clara County communities by acquiring and offering clean, carbon-free electricity. **Policy CON 1-1, 1-2, and 1-3 and Actions CON-1e and CON-1f**

Utilities & Community Services

- **Public Facilities and Utilities:** The City maintains its public facilities and utilities to ensure that vital public services are available to its citizens. As part of its development review process, the City confirms that the development will be adequately served by public facilities and utilities by requiring public improvements when necessary and collecting development impact fees to defray all or a portion of the cost of public facilities and improvements necessary to serve the new development. A detailed discussion of the various public facilities and utilities is provided below. Several relevant topics including fire safety, parks and recreation, and stormwater are discussed in the implementation highlights for other General Plan elements, which provide more detailed policies regarding these topics.
    - Water Services: The City's Urban Water Management Plan (UWMP) provides a framework for long term water planning to ensure adequate water supplies through the year 2040 and establishes a water use target that aids in meeting the State's goal of reducing water use by 20 percent by 2020. On August 9, 2022, the City adopted an update to its Water Master Plan, which will guide the City's decisions on water infrastructure investments over the next 20 years and incorporate the water needs associated with the TASP and Midtown Specific Plan updates. Following a Water Supply Augmentation Feasibility Report completed in 2015, the City has concentrated its CIP efforts in utilizing groundwater wells, expanding the existing recycled water supply delivery and treatment infrastructure, and continued conservation efforts.
    - Wastewater: On August 9, 2022, the City adopted an update to its Sewer Master Plan, which includes a summary of the City's wastewater collection system, flow projections, an analysis of the system's capacity, and a summary of the capacity improvements that are needed. The update also incorporates the sewer needs associated with the TASP and Midtown Specific Plan updates. The City's Sewer System Management Plan (SSMP) provides a plan to properly operate and maintain the sanitary sewer collection system. The SSMP aims to prevent sewer outflow, provide adequate capacity to convey peak flows. The City experiences very few sewer system overflows and the required system improvements have been incorporated into the CIP.
    - Police Protection: The City contains one police station with a Communications Center that coordinates information from 9-1-1 callers to responders in the field. The average response time in 2025 was 3 minutes and 19 seconds, which is slightly over the City's response goal of 3 minute or less. The adequacy of police services is also evaluated for any projects subject to CEQA.
    - Schools: Mabel Mattos Elementary School opened its doors to K-4 students with the start of the new school year in August 2018. With the completion of Phases II and III in 2021 and 2022 respectively, the school now serves grades K-6 and accommodates up to approximately 700 students.

  Policies UCS 1-1, 1-4, 2-1, 2-3, 2-5, 2-6, 2-7, 3-1, 3-2, 8-1, and 8-15 and Actions UCS-1a, UCS-2a, UCS-c, and UCS-3a

- **Stormwater & Drainage:** The City participates in the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP). The SCVURPPP and member agencies implement programs aimed at reducing pollutants in stormwater runoff and protecting water quality of the San Francisco Bay and Santa Clara Valley creeks and rivers. The City also requires post-construction stormwater controls on development projects as part of its obligations under Provision C.3 of the Bay Area Municipal Regional Stormwater Permit (MRP). Furthermore, the City's Storm Drain Master Plan identifies the capital improvements needed to maintain recommended levels of protection against stormwater runoff, which have been incorporated into the CIP. **Policies UCS-4-1, 4-2, 4-3, 4-4, 4-5, 4-6, and 4-14 and Actions UCS-4a, UCS-4b, UCS-4c, UCS-4e, and UCS-4f**

- **Urban Growth Boundary:** The City passed Measure I in November 2016 to continue the City's urban growth boundary established by Measure Z in 1998, which was set to expire in 2018. The urban growth boundary, which limits development in Milpitas to the valley floor and the base of the foothills by prohibiting the City from providing services to new land use developments in the hillside area, will now continue through December 31, 2038. The City's Urban Service Area boundary established by the Santa Clara County Local Agency Formation Commission (LAFCO) is coterminous with the City's urban growth boundary. **Policy UCS 1-6**

Safety Element

- **Development Review Process:** One of the ways the City strives to minimize risk from geologic, fire, and flood hazards is through its development review process as discussed below.
    - Seismic and Geologic Hazards: The City requires development projects in hillsides or fault zones to submit a geotechnical report, reviews the findings of the report, and conditions projects to adhere to the report's recommendations. Projects subject to CEQA are also analyzed for potential geotechnical impacts and mitigation measures are required as necessary.
    - Fire Hazards: The Milpitas Fire Department reviews and inspects projects during the development review process to ensure that all new developments comply with the Uniform Fire Code and other local fire safety regulations.
    - Flood Management: The City coordinates with the Santa Clara Valley Water District while reviewing development projects to ensure that buildings and structures are located, designed, and constructed in a manner that minimizes flood risks and complies with the City's floodplain management regulations, which provide standards for any construction or other development within any area of special flood hazard.

  Policies SA 1-1, 1-2, 1-4, 1-5, 1-6, 1-7, 1-8, 2-3, 2-4, and 2-5 and Actions SA-1a, SA-1b, SA-1d, SA-1e, SA-2a, and SA-2c

- **Fire Safety:** The Fire Department operates four fire stations within its service area. The average response time in 2025 was 5 minutes, 59 seconds, which is over the City's response goal of 4 minutes. The City maintains its fire stations through regularly scheduled minor improvements. The Fire Department also performs routine fire inspections of existing buildings, structures, and properties in the City with the exception of single and multi-family dwellings in which the owner of the property resides. **Policy SA 4-9 and Actions SA-3d, SA-3e, SA-4b, and SA-4c**

- **Emergency Preparedness:** The Milpitas Fire Department Office of Emergency Services (OES) coordinates the City's preparedness efforts to mitigate against, plan for, respond to, and recover from natural disasters. The OES maintains the City's Emergency Operations Plan (EOP), which provides a blueprint for emergency management within the City and requires the development of departmental Standard Operating Procedures (SOPs). The City also partnered with Santa Clara County and other local jurisdictions to prepare the Santa Clara Operational Area Hazard Mitigation Plan, which is an updated multi-jurisdictional hazard mitigation plan that assesses local hazard risks and recommends a tailored and coordinated mitigation strategy to improve the resiliency of the County. The OES actively implements the recommendations of these emergency plans by keeping the Emergency Operation Center in a state of readiness and training citizens in basic disaster response through the Community Emergency Response Team (CERT). **Policies SA 3-4 and 3-5 and Actions SA-3a and SA-3b**

- **Safety Element Update (AB 1409):** The City is working on updating its Safety Element pursuant to AB 1409 (codified under Government Code Section 65302.15). Staff have identified that more analysis is needed to conform with the requirements under state law. The update will identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios in coordination with the Community Health and Wellness Element (Environmental Justice/SB 1000) and the Parks, Recreation, and Open Space Element. The City will hire a consultant to update the Open Space Element and Safety Element in 2026, with adoption planned for 2027. **Policies SA3-4 and 6-2, Actions SA-3a, SA-3c, SA-3g, SA-6b, and SA-6g.**

Noise Element

- **Development Review Process and Enforcement:** As part of its development review process, the City conditions development projects to comply with the City's noise regulations the Milpitas Municipal Code and noise compatibility standards in the Noise Element of the General Plan. Additionally, projects subject to CEQA are required to analyze potential noise impacts resulting from the project and mitigation measures are required to mitigate any significant noise impacts. The City's Neighborhood Services Division and the Milpitas Police Department jointly enforce the City's noise regulations, project conditions of approval, and CEQA mitigation measures to ensure compliance throughout the City. **Policies N 1-2, 1-4, 1-5, 1-6, and N 1-8 and Actions N-1a, N-1b, N-1c, and N-1d**
- **Specific Plan Updates:** As part of specific plan updates and associated zoning amendments, the City analyzed and considered the noise compatibility of existing and new land uses as it updates the zoning for these plan areas. The new land use plans incorporate appropriate buffers and transitions between incompatible land uses to minimize noise impacts. **Policies N 1-1 and N 1-7**

Parks, Recreation, & Open Space Element

- **Parks & Recreation Master Plan Update:** The City updated the Parks and Recreation Master Plan, which was originally adopted in 2008, to include City recreational facilities and parks in the TASP and Midtown areas. The update includes an existing conditions assessment of all parks and recreation facilities, public engagement and outreach, a strategic plan to provide high-quality accessible parks and recreation facilities, and a programming and growth assessment. The City continues to implement the Parks and Recreation Master Plan through the development review process and updating its Capital Improvement Program. **Policies PROS 1-1, 1-2, and 1-3 and Action PROS-1c**
- **Park Dedication or In-Lieu Fee:** As part of its development review process, the City requires private development projects to either dedicate land or pay a park in-lieu fee (based on project square footage) to fund improvements to parks and recreation facilities to meet the additional demand for such facilities resulting from new developments and achieve the goals and policies of the Recreation Master Plan. **Policies PROS 1-4 and 1-5 and Action PROS-1b**
- **Parks & Recreation Facilities Improvements:** Consistent with the Open Space & Environmental Conservation Element goals and policies, the City also made significant investment in parks and recreation facilities through its CIP. The significant projects are discussed below.
    - Citywide Park Rehabilitation: The City assessed and rehabilitated citywide park playgrounds needing minor improvements. The City completed the improvements of picnic areas, pathways, playgrounds, and site furnishings for approximately 20 parks in poor condition in 2025. Minor improvements were also completed for Hetch Hetchy right of way from Jacklin to Tramway in 2025.

- Minor Sports Courts Rehabilitation: The program provides for the rehabilitation of several sports courts annually. Minor improvements were completed for Hall Memorial Park in 2025.
- Sports Fields Turf Rehabilitation Program: The program is ongoing and provides for turf rehabilitation at City sports fields. Work includes re-sodding, re-seeding, irrigation repairs, and other minor rehabilitations.
- Park Renovations: The City completed the design for the renovation of one neighborhood park (Sandalwood Park). Improvements include a new picnic and playground area, ADA access and path improvements, a new restroom, and upgraded irrigation and landscaping. The construction is anticipated between 2027 and 2028, pending funding. The City is also planning to renovate the playground at Sinnott Park. Construction is anticipated spring 2026 with an anticipated completion date in early 2027.
- New Parks: The City constructed one new park (Delano Manongs Park). Phase 1 and Phase 2 (Park Core and Sports Field) of Delano Manongs Park were completed in 2023. The construction of Phase 3 (large dog play area) is anticipated to begin in 2027. The City is also planning for another park within the Metro Tango Subdistrict area. The design of the new 4-acre park is currently underway and is anticipated to be completed in 2027. The project is currently in community outreach and conceptual design phase. The design is anticipated to be completed by summer 2026 and will start construction in 2027. This new park will add approximately 3.5 acres of new parkland.

Policies PROS 1-8 and 1-9 and Action PROS-1a

- **Innovation District Parks and Trails Master Plan:** Following the adoption of the updated Milpitas Metro Specific Plan in 2023, the City kicked off the Innovation District Parks and Trails Master Plan at the end of 2024. The City also recently completed a new Economic Development Strategy, which also established the Innovation District area. The Innovation District is a neighborhood in the Metro Plan that is envisioned as a thriving employment destination featuring modern office, creative flex space, and R&D buildings. Zoning also allows for limited residential uses south of the Transit Center on the south side of South Milpitas Boulevard Extension. The Metro Plan envisions the construction of new South Milpitas Boulevard extension that creates new access over Berryessa Creek, likely a pedestrian/bicycle bridge, to provide direct connections for workers, residents and visitors between the eastern part of the Milpitas Metro's Innovation District and the Transit center. A new street grid will maintain connections to the expressway, and retail services will provide a vibrant street environment for people working and visiting there. The MMSP requires 2 acres of publicly accessible parkland per 1,000 residents, which is lower than the typical ratio due to higher density development in the Plan area. These developments often provide open space and recreational facilities that are not publicly accessible. With the significant residential development expected in the Plan area, the Plan identifies the Innovation District as an area of particular need and proposes two new parks to enhance current service levels. Although the Innovation District prioritizes office and R&D development, it allows residential development adjacent to the proposed parks to create a campus-like setting. The proposed parks will serve employees and visitors to the area as well. The City anticipates adopting the Master Plan in 2026. **Policies PROS 1-2, 1-8, 1-12, 2-2, and 2-3 and Action PROS-1k**

- **Open Space Element Update:** The City is working on updating its Parks, Recreation, and Open Space Element pursuant to SB 1425 (codified under Government Code Section 65565.5). Staff has identified that more analysis is needed to conform with the new requirements and action programs as required by Section 65564. The update will address equity, climate resilience and rewilding in coordination with the

Community Health and Wellness Element (Environmental Justice/SB 1000) and the Safety Element. The City will hire a consultant to update the Open Space Element and Safety Element in 2026, with adoption planned for 2027. **Policies PROS 2-2, 2-3, 3-2, 3-5, 3-6 and Actions PROS-3a and 3b**

Community Health & Wellness

- **Smoke-Free Ordinance:** The City adopted a Smoke-Free Ordinance to expand the smoke-free areas within Milpitas and protect Milpitas' most vulnerable populations. The Ordinance prohibits smoking in outdoor dining areas, parks and trails, multi-unit housing and associated common areas, near entryways to buildings where smoking is prohibited, service areas, and at public events. City staff continues to enforce the Ordinance and provide resources such as no-smoking signage to encourage compliance. **Policy CHW 7-2**
- **Retail Tobacco Density:** The City is currently developing a strategy to reduce the density of tobacco retailers. New retailers will be required to locate a minimum distance from existing retailers and sensitive land uses such as schools and parks to minimize the undue concentration of retailers and protect the youth. **Policy CHW 7-3 and Action CHW-7b**
- **Environmental Justice Element:** The City is currently reviewing the Community Health and Wellness Element Update in conformance with Senate Bill (SB) 1000 to incorporate environmental justice policies. The Update includes additional background information on healthy communities, environmental justice, and where those topics intersect with the other General Plan elements. **Policy CHW1-1 and CHW1-4, and Action CHW-1b**

Housing Element

- **Annual Progress Report (APR):** On March 3, 2026, staff presented the 2025 APR for the Housing Element and 2025 Housing Successor Agency Annual Report to City Council, which authorized the submittal of both reports to HCD.
- **2023-2031 Housing Element:** On January 24, 2023, the City adopted the Housing Element Update for the sixth housing element cycle (2023-2031) to accommodate the City's Regional Housing Needs Allocation (RHNA) adopted by the Association of Bay Area Governments (ABAG). On May 17, 2023, the Department of Housing and Community Development (HCD) found the adopted housing element in substantial compliance with the State Housing Element Law.
- **Housing Opportunity Districts (HOD) Overlay:** The City implemented a HOD Overlay District to provide zoning and financial incentives for affordable housing development in key opportunity areas throughout Milpitas. The goal of the HOD Overlay District is to facilitate affordable and supportive housing for all and help address the ongoing housing crisis through innovative and effective incentive-based zoning. The City Council approved the zoning and general plan changes on April 15, 2025.

Conclusion

This report documents the City's recent progress in implementing the General Plan. The information contained herein will be forwarded in the form of a letter to OPR to serve as the City of Milpitas's General Plan Progress Report for 2025.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Revisions to the Planning Commission Bylaws and Ordinance Related to the Selection of Officers and Procedural Efficiencies (Staff Contact: Jay Lee, Planning and Neighborhood Services Director, 408-586-3077)**
Category:	Consent Calendar-Community Development
Meeting Date:	3/17/2026
Recommendation:	(1) Adopt a resolution revising the Planning Commission Bylaws for procedural efficiencies; and (2) Waive reading beyond the title and introduce Ordinance No. 41.13 amending Section 1.07 of Milpitas Municipal Code Title 1, Chapter 500 to revise language relating to the selection of Planning Commission officers.

BACKGROUND:

At its regularly scheduled meeting on September 24, 2025, the Planning Commission requested City staff agendize a future discussion on an amendment to the Planning Commission Bylaws to include an invocation as a standing agenda item for Planning Commission meetings, similar to the invocation the City Council has historically had at the outset of its meetings.

While reviewing the Planning Commission Bylaws and Milpitas Municipal Code (MMC) Title 1, Chapter 500 (Planning Commission) to prepare for this discussion, staff has identified other potential revisions to the Bylaws and Planning Commission Ordinance for greater alignment between the two, efficiencies in Commission-related business and operations, and other clerical edits. The proposed revisions are summarized below. The Bylaws were last amended in June 2019, and the majority of the Ordinance has not been updated since its adoption in 1997.

Pursuant to MMC Section I-500-1.-08 (Adoption of Rules and Regulations), the Planning Commission may adopt written rules and regulations as necessary to conduct its business including rules of procedure. Upon amendment, such rules and regulations must be submitted to the City Council for review. The City Council shall have the power to approve, disapprove, or modify said rules and regulations as necessary.

At its regularly scheduled meeting on February 11, 2026, the Planning Commission considered the inclusion of the invocation and other revisions to the Bylaws and Planning Commission Ordinance but decided against including an invocation and is only recommending the other revisions to the Bylaws and Planning Commission Ordinance. Therefore, staff is only bringing these other revisions to the Bylaws and Planning Commission Ordinance to the City Council for action.

ANALYSIS:

Staff has identified the following proposed revisions to the Planning Commission Bylaws and Planning Commission Ordinance.

Planning Commission Bylaws

- Amend Section 5.04 with non-substantive edits.
- Amend Section 5.09 to clarify Commissioners may vote on the approval of meeting minutes for meetings they did not attend if they have sufficient information to do so.
- Amend Section 5.13 to allow the Chair to close the public hearing without an approved motion by the Commission.
- Add Section 5.15 to allow the Chair to, without motion, adjourn meetings temporarily or close the meeting after the conclusion of business and declare recess when necessary or expedient to do so.

MMC Title 1, Chapter 500 (Planning Commission):

- Amend Section 1.07 to 1) clarify that the Planning Commission shall elect the Chair and Vice Chair at its first regular meeting of the calendar year in January rather than the fiscal year in July and 2) remove language requiring appointment of a secretary for Commission meetings, which is currently fulfilled by the Administrative Assistant of the Planning Department as recognized by Section 2.02 of the Planning Commission Bylaws.

POLICY ALTERNATIVE(S):
Not applicable.

FISCAL IMPACT:
The actions are merely procedural and will not result in any appreciable or unbudgeted cost to implement.

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

ATTACHMENT(S):
(a) Resolution
(b) Exhibit A to the Resolution – Planning Commission Bylaws with Proposed Redline Revisions
(c) [Proposed] Ordinance No. 41.13 Amending MMC I-500-1.07, with Redlines

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING AMENDMENTS TO THE PLANNING COMMISSION BYLAWS FOR PROCEDURAL EFFICIENCIES

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

WHEREAS, California Government Code Sections 65100-65107 authorizes cities and counties to create one or more planning commissions consisting of at least five members to oversee land use and zoning, and authorizes cities and counties to establish the functions, duties, and procedures of such commissions; and

WHEREAS, Milpitas Municipal Code (MMC) Title 1, Chapter 500 establishes the formation, composition, functions, duties, and procedures of the Milpitas Planning Commission; and

WHEREAS, pursuant to Section I-500-1.08 of the MMC, the Planning Commission may adopt written rules and regulations as necessary to conduct its business, including rules of procedure, subject to City Council review and approval; and

WHEREAS, the Planning Commission Bylaws were last amended in June 2019; and

WHEREAS, on September 24, 2025, the Planning Commission requested City staff agendize a future discussion on an amendment to the Planning Commission Bylaws to include an invocation as a standing item for Planning Commission meetings; and

WHEREAS, upon reviewing the Planning Commission Bylaws and Milpitas Municipal Code (MMC) Title 1, Chapter 500 (Planning Commission), City staff identified other potential revisions to the Planning Commission's Governing Ordinance and Bylaws; and

WHEREAS, City staff prepared amendments to the Planning Commission's Governing Ordinance and Bylaws; and

WHEREAS, these amendments would bring greater consistency between the Governing Ordinance and Bylaws, better facilitate the business of the Commission, and incorporate necessary clerical edits; and

WHEREAS, on February 11, 2026, at a regular meeting, the Milpitas Planning Commission referred to the City Council proposed changes to its bylaws and governing ordinance without the inclusion of an invocation as a standing agenda item; and

WHEREAS, on March 17, 2026, the City of Milpitas City Council reviewed and adopted the changes proposed by the Planning Commission to in the Milpitas Planning Commission Bylaws and the Milpitas Municipal Code; and

WHEREAS, all legal prerequisites to the adoption of this resolution and the City Council's review, recommendation, and approval of the amendments to the Planning Commission's Governing Ordinance and Bylaws have been met.

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

SECTION 1. RECITALS

The City Council has considered the full record before it, which includes, but is not limited to, all published staff reports, oral and written testimony by staff, the Planning Commission, City Council, and the public, and all other relevant 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.

SECTION 2. AMENDMENT OF THE PLANNING COMMISSION BYLAWS

The Planning Commission Bylaws are hereby amended as attached hereto in **Exhibit A**.

PASSED AND ADOPTED this ___day of ___, 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
PLANNING COMMISSION
BYLAWS

~~June~~ March ~~2019~~2026

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BYLAWS
of the
CITY OF MILPITAS PLANNING COMMISSION

The City Council of the City of Milpitas has approved the following Bylaws of the Planning Commission of the City of Milpitas (the "Planning Commission") by adoption of Resolution 7187, as amended by Resolutions 7477 and #####. In addition to the rules and procedures set forth herein, the Brown Act, the Public Records Act, and all other applicable statutes and laws likewise govern the Planning Commission, including Milpitas Municipal Code ("MMC") Title I, Section 500, which governs the formation and operation of the Planning Commission.

Section 1 - Preface

Pursuant to MMC Section I-500-1.08, the Planning Commission shall adopt written rules and regulations as to the time, place and date of its regular meetings and shall adopt such rules and regulations as it deems necessary to conduct its business including rules of procedure. Such rules and regulations shall be consistent with the laws of the State of California or with the ordinances, resolutions or regulations of the City of Milpitas. These bylaws are prepared to serve this purpose. Any modifications to these provisions must be consistent with the underlying Code provisions, as well as all applicable laws.

The City Council of the City of Milpitas established the Planning Commission and granted to it responsibilities in the area of land use, redevelopment issues, and planning permit decisions. The intent of these bylaws is to assist and be used by the Planning Commission in performing its duties and conducting its meetings. Failure to adhere strictly to a provision of the bylaws shall not, in and of itself, invalidate any action of the Planning Commission or the City Council, nor shall it constitute a violation of law or procedure nor provide a basis for any claim or cause of action against the City. If a conflict arises between these bylaws and the MMC, the MMC shall control.

Section 2 – Commission Officers and Duties

2.01 Officers

The officers of the Planning Commission shall consist of a Chair, Vice-Chair, and a Secretary.

2.02 Selection

At its first regular meeting held for the transaction of business during January, or as soon thereafter as may be possible, the Planning Commission shall elect a Chair and a Vice Chair for such calendar year. When a vacancy exists in the office of Chair or Vice Chair, the Planning Commission shall elect a member to serve in such capacity for the remainder of the calendar year. The City of Milpitas staff liaison to the Planning Commission shall serve as the Planning Commission Secretary. The Secretary shall preside over the election of the Planning Commission officers. Election of the officers shall be placed on the agenda after approval of the agenda.

2.03 Duties

The duties of the Planning Commission officers shall be as follows:

Chair

The Chair shall preside over all meetings of the Planning Commission and sign all resolutions approved by the Commission.

Vice Chair

The Vice-Chair shall assist the Chair in the execution of his or her office and act in his or her absence.

Secretary

It shall be the duty of the Secretary to keep records of all meetings of the Planning Commission.

Section 3 - Meetings

3.01 Regular Meetings

The Planning Commission regular meetings shall generally be the 2nd and 4th Wednesdays of each month at 7:00 p.m. in City Hall. The Planning Commission shall generally hold at least one (1) meeting per month. At the last regular meeting of the calendar year, the Planning Commission shall approve a meeting schedule for the upcoming year, which calendar may be subsequently amended if necessary.

3.02 Special Meetings

Special meetings of the Commission are meetings called in addition to those on the approved meeting schedule. Special meetings may be called by the Chair with the consent of at least three (3) other members or called with the consent of four (4) members of the Commission. The Brown Act requires the agenda for special meetings to be posted twenty-four (24) hours prior to the meeting. It is a policy of the Planning Commission to

provide seventy-two (72) hours notice for special meetings, when possible, to allow staff to prepare appropriate support materials. However, lack of seventy-two (72) hour notice will not preclude action if the Brown Act notice requirements are met.

3.03 Other Meetings
Workshops, study sessions, and retreats are meetings convened for informational purposes, Planning Commission training, and study sessions and do not require the Planning Commission to take any action. Such meetings shall be posted in the same manner as special meetings as described in Section 3.02.

3.04 Attendance and Punctuality
Commissioners are expected to arrive on time and be present for the entire meeting. Commissioners are important City officials whose actions and decisions will have long-term impacts on the quality of life of city residents and visitors. Therefore, only in rare, unavoidable circumstances should Commissioners miss meetings or workshops. Three (3) or more unexcused absences from meetings and/or workshops during a calendar year shall be reported to the City Clerk, who notifies the City Council of the Commissioner's attendance record. The City Council may choose to subsequently review of the Commissioner's performance to determine any extraordinary reasons or other explanations for the Commissioner's unexcused absences.

3.05 Quorum
A meeting cannot be conducted without a quorum of the Planning Commission. If enough Commissioners abstain due to a conflict of interest so as to lose a quorum, the Commission shall exercise the rule of necessity to regain a quorum, as allowed by law. Otherwise, disqualified Commissioners shall be chosen by a draw of straws until a quorum is reached. The Commissioner so chosen shall continue to participate in the meeting until that matter until is concluded.

Section 4 – Agendas and Minutes

4.01 Agenda Preparation and Distribution
Not less than nine (9) days prior to any regular scheduled meeting, the secretary of the Commission shall endeavor to prepare an agenda which shall list all matters to be considered by the Commission at the meeting for which the agenda is prepared. The agenda shall ideally be distributed no less than five (5) days prior to the scheduled meeting to all members of the Commission, staff, anyone requesting such agenda and to other persons as the Commission and City Council may direct. Failure to satisfy any of the deadlines herein shall not, in and of itself, invalidate any action of the Commission. Agendas shall be provided as required by the Brown Act.

4.02 Agenda Contents
The agenda shall contain the place, date and time of the meeting and items to be discussed at the meeting, consistent with the Brown Act.

Items can be placed on the agenda by staff as part of their responsibility in reviewing planning applications and administering city projects.

Any Commissioner may request the placement of an item on a future Commission agenda. Staff shall advise the Commission regarding the amount of time that may be necessary to prepare background materials related to the requested item and when the next available agenda opening would be. By majority vote, the Planning Commission may place the requested item on a future available agenda, providing at least seventy-two (72) hours prior to the meeting at which such item shall be considered in order to comply with the Brown Act and allow staff to prepare appropriate support materials. Items requiring additional public noticing will be placed on the next available agenda, within the scope and jurisdiction of the Planning Commission.

4.03 Minutes
The Planning Commission shall keep a record of its resolutions, transactions, findings and determinations. The Secretary shall maintain minutes of all proceedings. The meeting agenda and minutes are a public record and shall be available for inspection.

The minutes shall reflect the maker of the motion and the second for all actions. The vote of each Commissioner shall be recorded in the minutes.

Section 5 – Meeting Conduct

5.01 Purpose
The Planning Commission is a public agency with land use planning and decision-making duties. It is the policy of the Planning Commission to encourage free and open discussion of issues on a Planning Commission meeting agenda, but also to ensure that the Commission completes the agenda in a timely manner and in a process that accords courtesy and respect to all participants.

5.02 Rules
Robert's Rules of Order, Revised, except where inconsistent with the express provisions of law, these bylaws, or other resolutions of the Commission, shall govern the conduct of meetings of the Commission.

5.03 Close of Public Hearing
No evidence shall be taken after the public hearing is closed on a matter.

5.04 Addressing the Commission
As per the Brown Act, the public may comment on any agenda item, however shall do so in the following manner:

Each person addressing the Commission is requested, but not required, to give his/her name and address in an audible tone of voice for the record and to provide the same on a speaker register used to prepare the meeting minutes. The speaker is requested to state

whether he or she is appearing as a representative or in a professional capacity such as an attorney, engineer, etc., and to state the name of the individual or organization he or she is representing, if applicable. Unless ~~additional time is granted~~determined otherwise by the Chair, all remarks shall be limited to three (3) minutes and shall be addressed to the Commission as a body and not to any individual member thereof. The Chair may limit repetitive testimony in the interest of time. Only members of the Commission or the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Commission, except through the Chair. Any person who wishes to address the City Attorney or staff shall do so through the Chair and not pose questions or remarks to the Attorney or staff directly.

5.05 Motions

When making a motion, the following options are available:

(a) Deny without prejudice
(b) Deny with prejudice
(c) Approval
(d) Approval with conditions
(e) Continue (table)

5.06 Voting

The Chair has the right to vote and make a motion on any issue before the Commission.

The vote of all Planning Commissioners, including the Chair, shall be recorded and no vote shall be taken in secret. All Planning Commissioners shall vote on an item when legally able to do so. Nothing herein shall preclude the Planning Commission from meeting or taking action in Closed Session in accordance with the requirements of the Brown Act.

5.07 Super-Majority Vote

Some planning actions, require a super-majority vote, i.e., the affirmative vote of not less than a majority of the total membership of the Planning Commission. The super-majority vote of the total membership of the Planning Commission requires the affirmative vote of four (4) of the seven (7) Planning Commissioners.

5.08 Tie-Vote, Lack of Majority Vote

A tie-vote occurs when there is an equal number of Commissioners who voted in favor of a motion as have voted not in favor of a motion, such as a 3-3 vote. A lack of majority vote occurs when less than half of the votes cast support the motion, such as a 3-4 vote. When either a tie-vote or lack of majority vote occurs, the motion fails, thereby resulting in no action. A majority vote is necessary to take action on an item, regardless of whether the Planning Commission has final authority or advisory authority.
In all cases, the Planning Commission shall work towards formulating a majority recommendation. If this cannot be achieved, the Planning Commission shall clearly summarize their issues to provide direction to the applicant or to the City Council.

5.09 Abstentions

Prior to taking action, the Commission must receive and weigh all presented evidence and testimony. In cases where a Commissioner is not present for public testimony on an item, the Commissioner should abstain from voting. This notwithstanding, in cases where an item has been continued from a meeting at which a decision-maker has been absent, the decision-maker can review the videotape of the meeting or the meeting minutes and participate in the continued hearing and vote. Similarly, Commissioners may vote on the approval of meeting minutes even for meetings they did not attend if they have sufficient information to do so, including after reviewing the recording of the meeting.

A Planning Commissioner abstaining from voting shall state a reason.

5.10 Passing the Gavel

When neither the Chair nor the Vice Chair is present or able to vote due to a conflict of interest, the gavel shall be passed to the Commissioner with the longest years of service as the Chair Pro Tempore with authority to preside over the meeting and/or the agenda item.

5.11 Seating Arrangement

To encourage the integration of recently appointed Commissioners, a meeting seating arrangement shall be established by the Chair.

5.12 Exhibits

All exhibits filed in connection with any pending matter become part of the record of the proceedings and shall be retained subject to compliance with applicable records retention policies of the City.

5.13 Order of Procedure, Public Hearing Guidelines

The following guidelines are for general agenda items. Variations on the guidelines for public hearing items are noted in parentheses.

Staff report
Clarifying questions to staff
Applicant presentation
Clarifying questions from Commissioners to Applicant
Public comment on item (Chair opens public hearing)
Applicant responds to questions, comments for clarification, amplification
(~~Close~~ Chair closes public hearing ~~by motion of Commission~~)
Commissioners deliberate, discuss the item
Commissioners vote

The Chair may vary the order otherwise provided above.

5.14 Reports by Staff or its Consultants

Written reports by staff or its consultants shall be considered a part of the official record of the proceeding to which they relate. Copies of any such written report shall be made available to the public at any hearing held on the proceeding to which such report relates.

5.15 Adjournment and Recess

The Chair may adjourn all meetings and sessions either temporarily or terminally after the conclusion of business and declare all meetings and sessions at recess when the Chair decides it is necessary or expedient to do so. This does not limit a member from proposing adjournment or recess or the Commission duly ordering such acts by motion and majority vote.

Section 6 – Commissioner Conduct

6.01 Purpose

The Planning Commission recognizes that differences of opinion are inherent in its land use subject matter and duties, whether they are differing opinions among Commissioners, or, between Commissioners and staff, or Commissioners and the public. The Commission also recognizes that discussion and resolution of such differences are often the basis for crafting land use decisions that are most appropriate for the City and its neighborhoods. It is the policy of the Planning Commission to recognize such differences and to provide a forum that allows them to be expressed in a respectful, courteous manner.

6.02 Recognition from Chair to Make Remarks

A Commissioner shall obtain recognition from the Chair and address all remarks including those to staff and the City Attorney to the Chair. Once a Commissioner has the floor, questions to the City Attorney and staff shall be directed through the chair.

6.03 Appropriate Remarks

A Commissioner should confine remarks to the merits of the pending question. All statements should have bearing on the adoption of the immediately pending question.

A Commissioner should refrain from offensive remarks directed towards another Commissioner or staff.

A Commissioner should not read lengthy passages from reports, books, quotations, etc., without permission of the Commission.

6.04 When to Withdraw a Motion

The maker of a motion who no longer supports his or her motion should ask permission to withdraw the motion. The maker of a motion may vote against the motion but cannot speak against it.

6.05 Courtesy to Others

A Commissioner should refrain from disrupting the Commission and give courteous attention to other speakers.

No member should speak a second time on a question if any member who has not yet spoken on the question wants to do so.

A Commissioner should be open to all concerns and listen to all participants with an open mind, even if he or she disagrees with them.

6.06 Ex-parte Communication
Commissioners are discouraged from suggesting any change to any project to the applicant or staff before the Commission as a whole considers the project. In addition, to ensure that all Commissioners receive the same information relative to a project that will be reviewed by the Commission, third party contacts are discouraged. Any such communications must be disclosed by the Commissioner at the Commission meeting prior to the item being considered.

6.07 Communications with the Press
When speaking to the press, Commissioners shall clearly state that they are speaking for themselves only and not for the Commission as a whole.

6.08 Professionalism
Commissioners are expected to exhibit a professional demeanor during public meetings at all times, to ensure decorum and respect to fellow Commissioners, City staff and the public.

6.09 Continued Training
Commissioners should continually strive to improve their land use knowledge and skills.

As funding is available, members of the Planning Commission are encouraged to annually attend the League of California Cities Planner's Institute and may additionally attend the League's Annual Conference. Alternatively, and subject to available funding, Planning Commissioners may choose to attend local conferences or trainings rather than the League's Conference if: (1) the conference or training is related to planning issues applicable in Milpitas, and (2) the amount of money expended by any one Commissioner does not exceed the cost of attending the two League Conferences, as budgeted for the year.

6.10 Meeting Preparation
The Milpitas General Plan provides a vision and policy framework for future development to of the city, and all Planning Commission decisions must be consistent with the adopted policies in the General Plan. The Zoning Ordinance is a tool used by City official and staff, including the Planning Commission, to implement the General Plan. These documents are Council-approved and legally binding, and each Planning Commissioner has a responsibility to read and comprehend both the General Plan and the

Zoning Ordinance in order to make sound decisions on issues brought before the Commission.

The effectiveness of the Planning Commission requires the Commissioners thoroughly prepare themselves prior to a public meeting. This should include careful review of the agenda packets, additional research as needed, and calling upon Planning staff prior to the meeting for clarification and understanding of the projects and materials to be discussed.

6.11 Meeting Participation

Each Commissioner's input is important and valued. All Commissioners in attendance are expected to participate.

6.12 Position Justification

Public decisions must be accompanied with coherent reasons, as statements are incorporated into the legal record.

6.13 Staff and Commissioner Roles

Staff's Role

Planning staff's role is to provide the Commission with the information it needs to make an independent decision and to provide the Commission with a professional recommendation supported with analysis. Staff's responsibilities include public noticing and reviewing of applications for completeness and compliance with all local and state codes, including the California Environmental Quality Act (CEQA). In addition, staff shall assist with facilitating meetings.

Commissioner's Role

A Planning Commissioner's role is to review the information provided by staff, evaluate written and oral testimony provided by the general public and the applicant, to analyze the project proposal itself, and to make an independent decision which is in the best interests of the City and in conformance with applicable laws and regulations.

6.14 The Brown Act

The Brown Act is the California Open Meeting Law. The Planning Commission and Commissioners are subject to its provisions. Commissioners with questions should contact the City Attorney, the Planning Commission Chair or Planning staff.

6.15 Addressing Others

The appropriate title should be used when acknowledging a meeting participant, such as "Mr.", "Ms.", "Commissioner", "Chair", "Vice-Chair", etc. This shows respect, professionalism and avoids the appearance of favoritism.

6.16 Conflicts of Interest/Code of Ethics

The City Attorney may be able to provide advice on avoiding legal and perceived conflicts of interest. Questions on a possible conflict should be addressed to the City

Attorney prior to the meeting. Any member of the Planning Commission who has a conflict of interest with an item on the agenda shall excuse him or herself prior to the introduction of the agenda item, as required by law.

If at a meeting, an unresolved issue arises as to whether a Planning Commissioner may have a conflict of interest on an agenda item, the Planning Commission may seek the advice of the City Attorney. The Planning Commission may continue the item to a future agenda for resolution of the matter, with consideration of any applicable Permit Streamlining Act provisions.

Each Commissioner should work towards maintaining the highest actual and perceived integrity level while sitting on the Commission. In addition, Planning Commissioners shall adhere to any applicable local regulations governing ethical conduct adopted by the City of Milpitas.

REGULAR

NUMBER: **___.__**

TITLE: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING THE MILPITAS MUNICIPAL CODE TITLE I, CHAPTER 500, SECTION 1.07 RELATING TO THE SELECTION OF PLANNING COMMISSION OFFICERS**

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

_____
Christopher Creech, Acting City Attorney

RECITALS AND FINDINGS:

WHEREAS, on February 11, 2026, at a regular meeting, the Milpitas Planning Commission referred to the City Council proposed changes to its bylaws and governing ordinance to bring consistency between these documents and better facilitate the business of the Commission; and

WHEREAS, pursuant to Section I-500-1.08 of the Milpitas Municipal Code, the Planning Commission may adopt such written rules and regulations as it deems necessary to conduct its business, including rules of procedure, and the City Council has the power to approve, disapprove, or modify said rules and regulations as it deems necessary; and

WHEREAS, the City Council has the authority to adopt such ordinances as it deems necessary to govern City commissions, including the Milpitas Planning Commission; and

WHEREAS, the City Council has now reviewed and wishes to adopt the changes proposed by the Planning Commission, including by adopting this ordinance to better align the selection process for Planning Commission officers as contained in the Milpitas Planning Commission Bylaws and the Milpitas Municipal Code.

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

SECTION 1. RECORD AND BASIS FOR ACTION

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

SECTION 2. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE I, CHAPTER 500, SECTION 1.07

Title I, Chapter 500, Section 1.07 of the Milpitas Municipal Code is hereby amended to read as follows:

The Planning Commission shall, at its first regular meeting held for the transaction of business during ~~July~~January, or as soon thereafter as possible, elect a ~~chairman~~ Chair and a ~~vice-chairman~~Vice Chair for such fiscal year. When a vacancy exists in the office of ~~chairman~~ Chair or ~~vice-chairman~~Vice Chair, the Planning Commission shall elect a member to serve in such capacity for the remainder of the fiscal year. ~~At said meeting, the Planning Commission shall also appoint a secretary who need not be a member of the Commission.~~

SECTION 3. SEVERABILITY

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

SECTION 4. EFFECTIVE DATE AND POSTING

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

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution authorizing the City Manager, or Designee, to Negotiate and Execute an Agreement with Silicon Valley Builders Group, Inc. for Fire Tower Renovation (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Christian Di Renzo, Public Works Director, 408-586-2602**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	3/17/2026
Recommendation:	Adopt a Resolution authorizing the City Manager, or designee, to negotiate and execute a Construction Agreement with Silicon Valley Builders Group, Inc., for Fire Tower Renovation Services for a maximum compensation of $398,396, in addition to a 15% contingency amount of $59,759, and a term beginning upon issuance of a Notice to Proceed with estimated completion within 90 days.

BACKGROUND:
The Fire Station #1 Drill Tower Renovation Project under Capital Improvement Program (CIP) 3403 Fire Station Improvements includes demolition and replacement of doors and windows, installation of burn room insulation systems, refractory concrete flooring, temperature monitoring systems, rappelling anchor points, and other improvements necessary to support live-fire training operations.

ANALYSIS:
On October 17, 2025, the City released an Invitation for Bids (IFB No. 25-1057) for the Fire Training Tower Renovations Project (Project). The IFB required bidders to possess specific certifications and licenses to ensure regulatory compliance and the technical capability necessary to perform the work. The scope of work included renovation of the City of Milpitas Fire Training Tower, including replacement of doors and frames, burn room upgrades, installation of thermal monitoring systems, training components, and structural anchors, all in compliance with National Fire Protection Association (NFPA) 1403 and applicable engineering standards. The City Engineer estimate for the project was $265,820 and was provided in the solicitation.

The IFB was publicly noticed on the City's website and OpenGov, the City's e-procurement website, in accordance with City Municipal Code. Upon release, 7,579 companies received notification of the IFB, and 66 companies downloaded the IFB documents. However, despite outreach and advertisement, no responses were received by the published closing date of November 21, 2025. Pursuant to the City's Municipal Code Section I-2-3.08 (Formal Bid Procedures), if no responsive bid is received after soliciting bids, the Purchasing Agent may proceed to procure the required supplies or services on the open market, provided that negotiations are conducted as appropriate regarding price and contract terms.

City staff, therefore, directly solicited a quote from Silicon Valley Builders Group, Inc. The vendor provided a comprehensive proposal to complete the scope of work at a cost of $398,396, a significantly higher price than the City Engineer's Estimate and contemplated budget for this Project. The absence of bids limited the staff's ability to validate pricing through traditional competitive means to confirm the submitted pricing was fair and reasonable. Staff, therefore, conducted further analysis utilizing the City Engineer's Estimate, historical data, proxy pricing, and professional judgment and concluded that the provided pricing was fair and reasonable given the specialized nature of this work. The variance between the City Engineer's Estimate and the contractor proposal is primarily attributable to the highly specialized and non-standard nature of the project. Several major scope elements fall outside typical commercial construction and lack reliable, publicly available unit pricing data. The contractor submitted an itemized proposal to reflect individual pricing elements for each

scope item which has been reviewed by staff. Please see Attachment A – Engineer's Estimate and Staff Analysis for further details.

Upon approval, staff intend to enter into negotiations with Silicon Valley Builders Group, Inc. to execute a contract to complete this necessary work.

POLICY ALTERNATIVE(S):

Alternative 1: Reject the proposal and re-advertise the project

Pros: Provides an additional opportunity to obtain competitive bids and establish fair and reasonable pricing that may reduce overall project cost.

Cons: Will result in further delays to complete necessary safety upgrades, and this may still result in limited or no bid responses due to the specialized nature of the project. Delays could affect firefighter training capability and increase future construction costs due to inflation and market volatility.

FISCAL IMPACT:

Sufficient funding for the contract is available in the current Fire Training Tower Renovation Project (CIP 3403) budget. The proposed Agreement amount of $398,396, in addition to a 15% contingency of $59,759, can be accommodated within the existing appropriation; therefore, no additional General Fund impact is anticipated at this time.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The project entails the operation, repair, maintenance, or minor alteration of existing public 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) Engineer's Estimate and Staff Analysis
(b) Resolution

ATTACHMENT A
ENGINEER'S ESTIMATE AND STAFF ANALYSIS

1265 NORTHER MILPITAS BOULEVARD, MILPITAS, CALIFORNIA 9503
PHONE: 408-586-2647, FAX: 408-586-3056, www.ci.milpitas.ca.gov

Project Name: Fire Tower Renovation
Location: 777 South Main St Milpitas, Ca

Project: Fire Tower Renovation

Location: 777 S. Main St., Milpitas, CA
Client: City of Milpitas – Public Works
Duration: 240 Calendar Days

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1. General Conditions & Mobilization

Description	Quantity	Unit	Unit Cost	Total
Mobilization, bonds, submittals, safety program	1	LS	$15,000	$15,000
Site prep, staging, and daily cleanup	1	LS	$8,000	$8,000
Temporary facilities, utilities, and traffic control	1	LS	$5,000	$5,000

Subtotal: $38,000

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2. Demolition and Preparation

Description	Quantity	Unit	Unit Cost	Total
Remove existing doors, frames, and hardware (34 total)	34	EA	$550	$18,700
Remove existing flooring and prep substrate in burn rooms	2	RM	$4,000	$8,000
Removal/disposal of old insulation panels	2	RM	$2,000	$4,000

Subtotal: $30,700

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3. Doors and Frames Installation

Type	Quantity	Description	Unit Cost	Total
Type 1: Burn room doors (18-ga steel + dual skin)	4	Fire-rated doors and frames	$3,200	$12,800
Type 2: Standard fire doors (double skin, insulated)	29	Hollow metal insulated fire doors	$2,000	$58,000
Type 3: Forcible entry door (City-furnished) – install only	1	Labor only	$900	$900

Subtotal: $71,700

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4. Windows and Openings

Description	Quantity	Unit	Unit Cost	Total
Install City-furnished training windows	2	EA	$1,200	$2,400
Weather sealing and flashing	2	EA	$300	$600

Subtotal: $3,000

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5. Burn Room Refractory Flooring

Description	Quantity	Unit	Unit Cost	Total
Calcium aluminate refractory concrete mix	2	RM	$9,500	$19,000
Substrate grinding and prep	2	RM	$1,500	$3,000
Field testing and inspection with City Engineer	1	LS	$1,500	$1,500

Subtotal: $23,500

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6. Insulation Panel System

Description	Quantity	Unit	Unit Cost	Total
High-temp burn room panel system (SS exterior, insulation blanket, 1800°F rated)	2	RM	$18,000	$36,000
Hardware, anchors, sealants, and finishing	1	LS	$2,500	$2,500

Subtotal: $38,500

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7. Temperature Monitoring & Alarm System

Description	Quantity	Unit	Unit Cost	Total
Scout Pyrometer system (monitor, alarm, controller)	1	LS	$8,500	$8,500
Thermocouples (3 per burn room, 6 total)	6	EA	$600	$3,600
Visual/audible alarm system and integration	1	LS	$2,500	$2,500
Training for City personnel	1	LS	$1,000	$1,000

Subtotal: $15,600

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8. Rappelling Anchor Points

Description	Quantity	Unit	Unit Cost	Total
Design and installation of structural anchors	3	EA	$1,200	$3,600
Load testing and engineering certification	1	LS	$2,000	$2,000

Subtotal: $5,600

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9. Permits, Inspection, and Documentation

Description	Quantity	Unit	Unit Cost	Total
City permit coordination (fees by City)	1	LS	$0	$0
Contractor documentation & O&M manuals	1	LS	$1,500	$1,500

Subtotal: $1,500

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10. Final Cleaning, Safety & Project Closeout

Description	Quantity	Unit	Unit Cost	Total
Daily and final cleanup	1	LS	$2,000	$2,000
Safety compliance, PPE, and OSHA briefing	1	LS	$1,000	$1,000

Subtotal: $3,000

Cost Summary

Category	Amount
General Conditions & Mobilization	$38,000
Demolition & Prep	$30,700
Doors & Frames	$71,700

Category	Amount
Windows	$3,000
Burn Room Concrete	$23,500
Insulation Panels	$38,500
Temperature System	$15,600
Anchor Points	$5,600
Permits & Docs	$1,500
Final Cleaning & Safety	$3,000
Subtotal Construction Cost	**$221,100**
Contractor Overhead & Profit (15%)	**$33,165**
Contingency (5%)	**$11,555**
TOTAL ESTIMATED COST (ROM)	**≈ $265,820**

----------END ESTIMATE----------

ANALYSIS

The Fire Station #1 Drill Tower Renovation project consists of demolition and replacement of doors and windows, installation of burn room insulation systems, refractory concrete flooring, temperature monitoring systems, rappelling anchor points, and other improvements necessary to support live-fire training operations.

The City Engineer's Estimate for the project was prepared in advance of solicitation and totaled approximately **$265,820**. One responsive proposal was received from Silicon Valley Builders Group (SVBG) in the amount of **$398,396**.

Given the magnitude of the variance, staff conducted a technical review to assess whether the discrepancy is reasonable and attributable to market and scope conditions.

The variance between the City Engineer's Estimate and the contractor proposal is primarily attributable to the highly specialized and non-standard nature of the project. Several major scope elements fall outside typical commercial construction and lack reliable, publicly available unit pricing data. The contractor submitted an itemized proposal to reflect individual pricing elements for each scope item and has been reviewed by staff.

Burn Room Insulation and Lining Systems Burn room wall and ceiling systems are custom-fabricated assemblies designed to withstand sustained temperatures exceeding 1,800°F. These systems are manufacturer-specific, limited in supplier

availability, and include stainless steel panels, insulation blankets, specialized anchors, and extended warranties. There are no standardized estimating databases for these systems, requiring the City to rely on historical and proxy pricing.

Refractory Concrete Flooring The project requires calcium aluminate refractory concrete flooring suitable for live-fire training. Installation involves certified materials, strict placement procedures, witnessed mixing, curing protocols, and long-term performance risk. Contractor pricing reflects both labor intensity and liability exposure not fully captured in planning-level estimates.

Specialty Doors and Frames Burn room doors and frames are not standard fire-rated assemblies. They are subjected to extreme heat, repeated abuse, and NFPA 1403 compliance requirements. Contractor pricing includes fabrication risk, installation complexity, and potential concealed conditions discovered during demolition.

Temperature Monitoring System Live-fire temperature monitoring systems are niche products with limited vendors. Costs are influenced by proprietary equipment, calibration, system integration, training, and commissioning. Market pricing fluctuates and is not consistently reflected in published data.

Rappelling Anchor Points Structural anchor installation in an existing concrete tower introduces uncertainty related to reinforcing steel location, drilling conditions, epoxy performance, and load testing. Contractors price these elements conservatively to account for testing and rework risk.

MARKET CONDITIONS AND ESTIMATING LIMITATIONS

Public-sector estimating is constrained by the availability of verifiable market data. For this project, limitations included:

- A limited pool of qualified contractors
- Specialty systems with manufacturer-controlled pricing
- Lack of recent comparable public bids
- Contractor assumption of performance and liability risk

As a result, the Engineer's Estimate serves as a reasonable planning-level tool rather than a prediction of final market pricing.

CONCLUSION

Staff concludes that the variance between the Engineer's Estimate and the contractor proposal is technically justifiable and reflects the specialized nature of live-fire training facility construction rather than deficiencies in the City's estimating process.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE AND EXECUTE A CONSTRUCTION AGREEMENT WITH SILICON VALLEY BUILDERS GROUP, INC. IN AN AMOUNT NOT TO EXCEED $398,396, PLUS A 15% CONTINGENCY IN THE AMOUNT OF $59,759 FOR FIRE STATION #1 DRILL TOWER RENOVATION PROJECT (CIP 3403)

WHEREAS, the Fire Station #1 Drill Tower Renovation Project is included in Capital Improvement Program (CIP) 3403 – Fire Station Improvements, and includes demolition and replacement of doors and windows, burn room upgrades, refractory concrete flooring, temperature monitoring systems, rappelling anchor points, and related improvements necessary to support live-fire training operations; and

WHEREAS, on October 17, 2025, the City released Invitation for Bids (IFB No. 25-1057) for the Fire Training Tower Renovations Project in accordance with the City's Municipal Code and public contracting requirements; and

WHEREAS, despite public notice and outreach, no bids were received by the November 21, 2025, deadline; and

WHEREAS, pursuant to City Municipal Code Section I-2-3.08 (Formal Bid Procedures), when no responsive bid is received, the Purchasing Agent may procure the required services on the open market, subject to appropriate negotiations regarding price and contract terms; and

WHEREAS, City staff directly solicited a proposal from Silicon Valley Builders Group, Inc., which submitted a comprehensive proposal in the amount of $398,396; and

WHEREAS, staff conducted additional pricing analysis utilizing the Engineer's Estimate, historical data, proxy pricing, and professional judgment and determined that the proposed amount is fair and reasonable given the specialized nature of the work and compliance requirements under National Fire Protection Association (NFPA) 1403 standards; and

WHEREAS, sufficient funding is available within the approved CIP 3403 – Fire Station Improvements budget to support the proposed Agreement amount, and no additional General Fund appropriation is required; and

WHEREAS, the project consists the operation, repair, maintenance, or minor alteration of existing public 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.

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, including but not limited to the staff report and all public testimony. The recitals set forth above are true and correct and are incorporated herein by reference.

2. The City Council hereby authorizes the City Manager, or designee, to negotiate and execute a Construction Agreement with Silicon Valley Builders Group, Inc. in an amount not to exceed $398,396, plus a 15% contingency in the amount of $59,759, for the Fire Station #1 Drill Tower Renovation Project (CIP 3403).

3. The term of the Agreement shall begin upon issuance of a Notice to Proceed, with an estimated completion within ninety (90) days.

4. The City Manager, or designee, is further authorized to execute any necessary documents and take all actions necessary to implement this Resolution consistent with its intent.

PASSED AND ADOPTED this 17th 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

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution Authorizing the City Manager, or Designee, to Negotiate and Execute an Agreement with Silicon Valley Builders Group, Inc. for Milpitas Sports Center Exterior Modifications and Painting (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Christian Di Renzo, Public Works Director, 408-586-2602)**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	3/17/2026
Recommendation:	Adopt a Resolution authorizing the City Manager, or designee, to negotiate and execute a Construction Agreement with Silicon Valley Builders Group, Inc. for Milpitas Sports Center Exterior Modifications and Painting for $430,946, in addition to a 20% contingency amount of $86,189 subject to an executed amendment or change order.

BACKGROUND:
In Fiscal Year 2024–2025, the City programmed Capital Improvement Program (CIP) Project 3414 – City Buildings Exterior Improvements to address exterior facility upgrades at the Milpitas Sports Center. Because the exterior coating on the City water supply reservoir (Ayer Reservoir) has reached the end of its useful life and its close proximity to the Sports Center, the project scope was expanded to include recoating the reservoir to restore its exterior protective system and safeguard critical water infrastructure. In addition to renewing this protective coating, completing the reservoir improvements in conjunction with the Sports Center exterior work will create a cohesive and unified visual appearance across adjacent public facilities.

Undertaking both improvements under a single mobilization is also operationally and fiscally prudent, as a contractor will already be mobilized to the site and dedicated CIP funding is available for the reservoir work through CIP Project 7112 – Reservoir Cleaning Program. Collectively, these improvements are intended to preserve City assets, enhance facility appearance, and extend the service life of exterior building components exposed to weathering and age-related deterioration.

ANALYSIS:
On December 26, 2025, the City released an Invitation to Bid (IFB 25-1102) for Milpitas Sports Center Exterior Modifications and Painting. The IFB required that responding vendors have, at a minimum, a valid Class B Contractor's License to ensure regulatory compliance and technical capability necessary to perform the services. The scope of work requires the awarded vendor to seal and paint the entire exterior of the Milpitas Sports Center Building, as well as complete storefront aesthetics improvements such as composite retaining walls covering and new building signage. The engineer's estimate for this project was $595,827.

The IFB was publicly noticed on the City's website and OpenGov, the City e-procurement website, in accordance with City Municipal Code. Upon release, 7,056 vendors were notified of the IFB, and 83 companies downloaded the IFB documents. Twelve vendors submitted a bid response by the published closing date of February 5, 2026.

In their bid submissions, vendors provided fixed pricing for the base scope of services, along with fixed pricing for optional additive items, including anti-carbonation coatings and either an elastomeric polyethylene topcoat or fluoropolymer finish. Consistent with the IFB requirements, the Total Base Bid serves as the basis for contract award. Bid responses for the base scope of work were as follows:

Vendor	Sports Center	Reservoir	Total Base Bid
Silicon Valley Builders Group, Inc.	$392,873	$38,073	$430,946
Pacific Contractors Group Inc.	$430,000	$42,000	$472,000
PRO-EX CONSTRUCTION, INC	$426,000	$56,500	$482,500
Golden Crest Construction Inc	$422,000	$75,000	$497,000
Color New Corp	$500,000	$20,000	$520,000
D and D Construction Co	$460,000	$115,000	$575,000
Molokai Electric LLC	$500,000	$90,000	$590,000
Grand Construction	$350,000	$250,000	$600,000
OnPoint Construction	$623,490	$26,450	$649,940
BELZ CONSTRUCTION INC.	$455,000	$210,000	$665,000
Taddie Jowers Construction	$467,475	$240,750	$708,225
Perfection Pro Contractors	$685,000	$80,000	$765,000

Based on these responses, the City issued a Notice of Intended Award to Silicon Valley Builders Group, Inc. as the lowest priced responsive and responsible bidder.

At this time, staff recommends contracting for the base services only. At a later time and at the City's sole discretion, the City may elect to add the optional items, subject to available budget, available contingency, and an executed contract change order or amendment.

POLICY ALTERNATIVE(S):
Alternative 1: Do not award bid.

Pros:
• Allows additional time to reassess project scope, design, or budget to ensure alignment with long-term City facility planning objectives.
• Avoids immediate construction-related disruptions to Sports Center operations and public use.

Cons:
• Defers necessary exterior modifications and painting, which may accelerate facility deterioration such as leaks and interior damage.
• May result in higher project costs in the future due to inflation, market volatility, or rebidding requirements.
• Delays planned aesthetic and functional improvements to a prominent community recreation facility, potentially affecting user experience and public perception.

FISCAL IMPACT:
The project will be funded through CIP 3414 – City Buildings Exterior Improvements and CIP 7112 – Reservoir Cleaning Program. Sufficient funding is available in these projects to support the recommended Agreement amount. No additional General Fund appropriation is required at this time.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The project entails the operation, repair, maintenance, or minor alteration of existing public 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) Sports Center Exterior Modifications Engineer's Estimate
(b) Resolution

INDEPENDENT GOVERNMENT ESTIMATE						CONTRACT:		
Milpitas Sports Center Exterior Modifications						RFI/CE/CO: **RFI - #** **CE - #**		
						TITLE: Milpitas Sports Center Exterior Modifications		
ESTIMATE VALID TO:		ESTIMATED BY: **Hank Terlaje**			DATE **8/26/2025**	SHEET NO. **1 of 1**		
DESCRIPTION OF WORK		QUANTITY		MATERIAL & EQUIPMENT		LABOR		
Milpitas Sports Center Exterior Modifications		NO. UNITS	UNIT MEASURE	PER UNIT	SUBTOTALS	PER UNIT	SUBTOTALS	SUBTOTALS
Division 01	**General Requirements**							
	Project Manager	40	MH			$95.00	$3,800.00	$3,800.00
	Superintendent	160	MH			$65.00	$10,400.00	$10,400.00
Division 02	**Existing Conditions, Site Prep and Cleaning**							
	Pressure wash and surface cleaning (18,000 sft)	300	MH	$2,000.00	$2,000.00	$65.00	$19,500.00	$21,500.00
	Crack/stucco patching Prep	150	MH		$2,000.00	$70.00	$10,500.00	$12,500.00
	Surface sanding/scraping	120	MH			$65.00	$11,500.00	$11,500.00
Division 09	**Finishes**							
	Stucco full exterior coating system (base and finish)	600	MH		$28,000.00	$75.00	$45,000.00	$73,000.00
	Metal Trims/doors/railings painting	180	MH		$8,200.00	$75.00	$13,500.00	$21,700.00
	Misc Coatings (sealants touch-up)	120	MH		$4,000.00	$70.00	$8,400.00	$12,400.00
	Composite Panels	140	MH	$86.00	$12,040.00	$85.00	$11,900.00	$23,940.00
	Skylight Cone Repairs	7	EA	$5,200.00	$36,400.00	$65.00	$7,000.00	$43,400.00
	New Signage	2	EA	$1,400.00	$2,800.00		$2,400.00	$5,200.00
Reservoir	Pressure wash and surface cleaning	1	LS				$5,000.00	$5,000.00
	Paint and seal	1	LS	$55,000.00	$55,000.00		$75,000.00	$130,000.00
	Equipment rental/disposal/site storage	1	LS		$14,000.00		$3,400.00	$17,400.00
	SUB-TOTAL				**$164,440.00**		**$227,300.00**	**$391,740.00**
	CONTRACTOR GENERAL CONDITIONS	10%						$39,174.00
	CONTRACTOR OH AND PROFIT	20%						$78,348.00
	SUB-TOTAL							**$509,262.00**
	BOND	2%						$7,834.80
	CERTIFICATE OF LIABILITY INSURANCE							
	AE FEES							
	CONTINGENCY	10%						$50,926.20
	SUB-TOTAL							**$568,023.00**
	PERMITS	2%						$11,360.46
	LESSOR FEES							
	MATERIAL TAXES	10%						$16,444.00
	SUB-TOTAL							**$595,827.46**
TOTAL AMOUNT FOR THIS IGE								**$595,827.46**

Note: This is an Independent Government Estimate for preliminary funding purposes only and does not in itself represent the final project cost. This estimate is good for 90 days upon receipt.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE AND EXECUTE A CONSTRUCTION AGREEMENT WITH SILICON VALLEY BUILDERS GROUP, INC. IN THE AMOUNT OF $430,946, PLUS A 20% CONTINGENCY AMOUNT OF $86,189, FOR MILPITAS SPORTS CENTER EXTERIOR MODIFICATIONS AND PAINTING (CIP 3414) AND ASSOCIATED RESERVOIR RECOATING WORK (CIP 7112)

WHEREAS, in Fiscal Year 2024–2025, the City programmed Capital Improvement Program (CIP) Project 3414 – City Buildings Exterior Improvements to address exterior facility upgrades at the Milpitas Sports Center; and

WHEREAS, the project scope was expanded to include recoating of the adjacent Ayer Reservoir exterior protective system, funded through CIP Project 7112 – Reservoir Cleaning Program, in order to restore and protect critical water infrastructure and provide a cohesive visual appearance across adjacent public facilities; and

WHEREAS, on December 26, 2025, the City released Invitation for Bid (IFB 25-1102) for Milpitas Sports Center Exterior Modifications and Painting in accordance with the City's Municipal Code and public contracting requirements; and

WHEREAS, the IFB required bidders to possess, at a minimum, a valid Class B Contractor's License; and

WHEREAS, twelve (12) bids were received by the February 5, 2026 deadline, and Silicon Valley Builders Group, Inc. submitted the lowest responsive and responsible base bid in the total amount of $430,946; and

WHEREAS, staff issued a Notice of Intended Award to Silicon Valley Builders Group, Inc. as the lowest responsive and responsible bidder; and

WHEREAS, sufficient funding is available in CIP 3414 – City Buildings Exterior Improvements and CIP 7112 – Reservoir Cleaning Program to support the recommended agreement amount, and no additional General Fund appropriation is required; and

WHEREAS, the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Minor Alterations and Reparis), as it consists of the operation, repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.

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, including but not limited to the staff report and all public testimony. The recitals set forth above are true and correct and are incorporated herein by reference.

2. The City Council hereby awards the construction contract for Milpitas Sports Center Exterior Modifications and Painting (CIP 3414) and associated reservoir recoating work (CIP 7112) to Silicon Valley Builders Group, Inc., as the lowest responsive and responsible bidder, in the base bid amount of $430,946.

3. The City Council hereby authorizes the City Manager, or designee, to negotiate and execute a Construction Agreement with Silicon Valley Builders Group, Inc. in the amount of $430,946.

4. The City Council hereby authorizes a contingency amount of $86,189 for the Project, to be used subject to an executed amendment or change order in accordance with applicable purchasing and contracting authority.

5. The City Manager, or designee, is further authorized to execute any necessary documents and take all actions necessary to implement this Resolution consistent with its intent.

Passed and adopted this _____, day of 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 Award Construction Contract to Golden Bay Construction, Inc. for Calaveras Median Beautification Project, CIP No. 3468 (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:	3/17/2026
Recommendation:	Adopt a resolution to (1) award the construction contract for the Calaveras Median Beautification Project, CIP No. 3468, to Golden Bay Construction, Inc., the lowest responsible bidder submitting a responsive bid, in the amount of $568,766; (2) authorize the City Manager, or designee, to execute the construction contract with Golden Bay Construction, Inc.; and (3) authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not-to-exceed $85,000.

BACKGROUND:
The City maintains several miles of landscaped street medians and curbside planter areas, comprising a wide variety of vegetation species that require intensive maintenance and are not optimally suited for the local climate. As part of the adopted 2026-2030 Capital Improvement Program (CIP), the Calaveras Median Beautification Project, CIP No. 3468 (Project) was approved to standardize the medians throughout the City by installing a combination of hardscape and drought-tolerant plant species, and upgrade irrigation systems to improve water-use efficiency that align with the goals and implementation of the City's adopted Climate Action Plan and the City's maintenance level of service standards.

On November 4, 2025, City Council adopted Resolution no. 9456 to approve the Project plans and specifications, authorize advertisement for bids, and approve a budget appropriation to replace the existing turf area with sustainable median streetscape along E. Calaveras Boulevard which is located within Caltrans' right-of-way and maintained by the City. The Project will install a continuous 4-foot-wide meandering cobblestone embedded in concrete with surrounding permeable gravel from N. Milpitas Boulevard to S. Park Victoria Drive. This Project will render a more aesthetically pleasing corridor through the City connecting I-680 and I-880, and align with the City's maintenance level of service and climate action goals for long-term water conservation.

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

- Alternative 1: Re-staining concrete areas from N. Milpitas Boulevard to S. Park Victoria Drive
- Alternative 2: Install cobblestone in the island at the intersection of Serra Way
- Alternative 3: Install cobblestone in the median south of Serra Way

ANALYSIS:
The Project was advertised on the City eProcurement system, OpenGov Procurement, and digital construction trade publications on January 23, 2026, and in the Milpitas Post on November 23 and 30, 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 February 23, 2026, and fourteen (14) sealed bids were received with the price range for the base bid from $294,200 to $998,600. The City Council agenda packet includes detailed information about the Project Plan and

Specifications (Attachment G); and the Engineer's Estimate and the Bid Results for the Project base bid and alternative bid items (Attachment B). The Summary of Bid Results is as follows:

Bidder	**Base Bid**	**Bid Alternate No. 1**	**Bid Alternate No. 2**	**Bid Alternate No. 3**
Engineer's Estimate	**$511,900.00**	**$71,000.00**	**$75,100.00**	**$59,900.00**
John Boylan Engineering*	$294,200.00	$86,800.00	$86,600.00	$57,100.00
Guerra Construction Group*	$384,472.00	$41,413.00	$55,370.50	$50,826.00
Golden Bay Construction Inc.	$428,214.00	$44,721.00	$53,082.00	$42,749.00
Bosco Construction Services, Inc.	$442,000.00	$13,600.00	$49,020.00	$70,780.00
CLS/Cervantes Landscape Services, Inc.	$467,775.00	$24,255.00	$63,315.00	$61,320.00
QLM-Inc.	$534,050.00	$29,300.00	$56,750.00	$48,600.00
Ram-Con Corporation	$564,420.00	$27,369.00	$56,936.00	$62,630.00
Norgo Engineering	$612,300.00	$74,000.00	$103,250.00	$107,500.00
Redgwick Construction Co.	$658,200.00	$94,160.00	$154,600.00	$131,300.00
Interstate Grading & Paving, Inc.	$668,800.00	$189,800.00	$151,815.00	$79,060.00
Galeb Paving, Inc.	$707,670.00	$153,850.00	$107,145.00	$63,360.00
Wattis Construction Company, Inc.	$716,792.00	$61,307.00	$84,531.00	$68,388.00
Kerex Engineering, Inc.	$797,950.00	$142,400.00	$161,700.00	$128,250.00
S&H Construction, Inc.	$998,600.00	$93,000.00	$129,000.00	$124,000.00

* Non-responsive bid proposal

The bid pricing received varies between 43% under and 95% over the Engineer's 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 self-performing work instead of using subcontractors, and/or reduced cost in material and labor.

Staff reviewed the bid proposal submitted by John Boylan Engineering, the apparent lowest bidder, and determined that the bid was non-responsive. The contractor did not provide the required corporate seal and authorized signature on the Bid Form in accordance with section 00 41 43 of the Contract Documents. Staff notified John Boylan Engineering in writing of this determination on February 24, 2026 (Attachment D). Subsequently, staff reviewed the bid proposal submitted by Guerra Construction Group, the second apparent lowest bidder, and determined the bid was also non-responsive. The contractor did not use the revised Bid Forms issued as part of Addendum No.1. Their use of the original form resulted in an inaccurate total base bid amount that does not reflect the revised scope and pricing requirements contained in the addendum. Staff notified Guerra Construction Group in writing of this determination on February 24, 2026 (Attachment E).

Staff reviewed the bid proposal submitted by Golden Bay Construction Inc., the third apparent lowest bidder and found their bid to be responsive. The Notice of Intent to Award Contract (Attachment F) to Golden Bay Construction Inc., was posted on OpenGov Procurement and no bid protests were filed with the City. Staff recommends awarding a construction contract in the base bid amount of $ $428,214.00 plus alternate bid item no. 1 in the amount of $44,721.00, no. 2 in the amount of $53,082.00, and no. 3 in the amount of $42,749.00 for the total amount of $568,766.00 to Golden Bay Construction, Inc., the lowest responsible bidder submitting a responsive bid. 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 $85,000, 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 C). 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 SCHEDULE/KEY MILESTONES
Upon City Council adoption of the Resolution (Attachment A), construction is anticipated to start in May/June and be completed by the end of the year. -

POLICY ALTERNATIVE(S):
Alternative 1: Do not award the construction contract to Golden Bay Construction, Inc.

Pros: The current funding in the Project will be reallocated to other infrastructure needs.

Cons: The Project will not move forward and the median will continue to require significant maintenance to preserve its less than desirable appearance.

Reason for Not Recommending: As Calaveras Boulevard is a major corridor connecting commuters between I-680 and I-880, it should be enhanced with a sustainable streetscape that is visually appealing.

FISCAL IMPACT:
As of March 3, 2026, the available funding in the Project is $896,638, which is sufficient to fully fund and award the contract. The following is the summary of estimated construction cost:

Base Bid	$428,214
Bid Alternatives No. 1, 2, & 3	$140,552
Construction Contingency (15%)	$85,000
Total Construction Cost	**$653,766**

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The Project entails operation, repair, maintenance and minor alteration of landscaping and hardscape features within an existing public right-of-way that involves negligible or no expansion of use which is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301.

ATTACHMENT(S):
(a) Resolution
(b) Bid Results Summary
(c) Construction Change Order Policy
(d) Notice of Intent to Reject John Boylan Engineering
(e) Notice of Intent to Reject Guerra Construction Group
(f) Notice of Intent to Award Contract
(g) Project Specifications

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AWARDING THE CONSTRUCTION CONTRACT TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER BID, GOLDEN BAY CONSTRUCTION, INC., IN A TOTAL AMOUNT OF $568,766; AUTHORIZE THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONSTRUCTION CONTRACT WITH GOLDEN BAY CONSTRUCTION, INC.; AND AUTHORIZE THE PUBLIC WORKS DIRECTOR TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT TO EXCEED $85,000 FOR THE CALAVERAS MEDIAN BEAUTIFICATION PROJECT, PROJECT NO. 3468.

WHEREAS, the Calaveras Median Beautification Project, Project No. 3468 ("Project") is in the FY2026-2030 Adopted Capital Improvement Program to standardize the medians throughout the City by installing combination of hardscape, drought-tolerant plant species, upgrading irrigation systems to improve water-use efficiency that align with the goals and implementation of City's adopted Climate Action Plan and City's maintenance level of service standards; and

WHEREAS, on November 4th, 2025, City Council adopted resolution no. 9456 to approve the project plans and specifications, authorize advertisement for bid proposals, and approve budget appropriation to replace the existing turf area with sustainable median streetscape along E. Calaveras Boulevard which is located within Caltrans' right-of-way and maintained by the City; and

WHEREAS, the Project will install a continuous 4-foot-wide meandering cobblestone embedded in concrete with surrounding permeable gravel along E. Calaveras Boulevard from N. Milpitas Boulevard to S. Park Victoria Drive. The Project also included the following work as bid alternatives for possible award in addition to the base scope subject to funding:

- Alternative 1: Re-staining concrete areas from N. Milpitas Boulevard to S. Park Victoria Drive
- Alternative 2: Install cobblestone in the island at the intersection of Serra Way
- Alternative 3: Install cobblestone in the median south of Serra Way

WHEREAS, the Project entails operation, repair, maintenance and minor alteration of landscaping and hardscape features within an existing public right-of-way that involves negligible or no expansion of use which is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301; and

WHEREAS, the Project was advertised on City's eProcurement system, OpenGov Procurement and digital construction trade publications on January 23, 2026, and in the Milpitas Post on January 23 and 30, 2026, 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 $511,900, Bid Alternate No. 1 is $71,000, Bid Alternate No. 2 is $75,100, and Bid Alternate No. 3 is $59,900; and

WHEREAS, on February 23, 2026, fourteen (14) sealed bid proposals were received and the base bid pricing ranged from $294,200 to $998,600; and

WHEREAS, John Boylan Engineering, Inc. and Guerra Construction Group ("Contractors") bid proposals were the apparent lowest bidders but were deemed non-responsive because their bids did not meet the requirements set forth in the Project bid documents. Contractors were informed in writing by certified mail on February 25, 2026; and

WHEREAS, the lowest responsible bidder submitting a responsive bid is Golden Bay Construction, Inc., in the base bid amount of $428,214; and

WHEREAS, the Notice of Intent to Award Contract to Golden Bay 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 Golden Bay Construction, Inc., the lowest responsible bidder submitting a responsive bid for the Project, and authorize the City Manager, or designee, to execute the construction contract for the Base Bid and Alternate Bid Nos. 1, 2, and 3 in the amount of $568,766 in accordance with State law; and

WHEREAS, sufficient funds are available in the Project to award the contract to Golden Bay Construction, Inc. in the total amount of $568,766; 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 $85,000, fifteen percent (15%) of the total contract value, due to Project's tight completion schedule and staff's capability to respond swiftly to unanticipated construction conditions to limit potential claims or risk to the City;

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 and reaffirms its prior approval thereof in Resolution No. 9456.

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, Golden Bay Construction, Inc., in the amount of $568,766 for the Project. The City Manager or their designee is authorized to execute a contract with Golden Bay 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 $85,000 for the Project.

PASSED AND ADOPTED this _____ day of _____, 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
ENGINEERING DIVISION
BID SUMMARY

Project Name: CALAVERAS BLVD MEDIAN IMPROVEMENT
Project No.: 3468
Bid Date: 02/23/2026

Item	DESCRIPTION	QTY	UNIT	Unit Cost (Eng Est)	Engineer's Estimate	Apparent Low Bidder: John Boylan Engineering, Inc. Unit Price	John Boylan Engineering, Inc. Item Total	Guerra Construction Group Unit Price	Guerra Construction Group Item Total	Lowest Responsive Bidder: Golden Bay Construction, Inc. Unit Price	Golden Bay Construction, Inc. Item Total	Bosco Construction Services, Inc. Item Total	CLS/Cervantes Landscape Services, Inc. Item Total	QLM-Inc. Item Total	Ram-Con Corporation Item Total	Norgo Engineering Item Total	Redgwick Construction Co. Item Total	Interstate Grading & Paving, Inc. Item Total	Galeb Paving, Inc. Item Total	Wattis Construction Company, Inc. Item Total	Kerex Engineering Inc. Item Total	S&H Construction, Inc. Item Total
1	Mobilization/Demobilization (5% max)	1	LS	$30,000.00	$30,000.00	$14,000.00	$14,000.00	$12,757.00	$12,757.00	$12,000.00	$12,000.00	$17,500.00	$10,000.00	$20,000.00	$11,550.00	$20,000.00	$28,700.00	$30,900.00	$23,600.00	$14,336.00	$38,000.00	$40,000.00
2	Traffic Control	1	LS	$50,000.00	$50,000.00	$10,000.00	$10,000.00	$53,973.00	$53,973.00	$11,054.00	$11,054.00	$30,000.00	$30,000.00	$85,000.00	$69,550.00	$25,000.00	$108,600.00	$79,000.00	$83,700.00	$140,468.00	$25,000.00	$50,000.00
3	Demolition	1	LS	$14,700.00	$14,700.00	$25,000.00	$25,000.00	$28,098.00	$28,098.00	$500.00	$500.00	$85,000.00	$52,000.00	$40,000.00	$127,370.00	$100,000.00	$28,700.00	$72,000.00	$162,785.00	$19,404.00	$20,000.00	$150,000.00
4	Earthwork	1	LS	$20,000.00	$20,000.00	$15,000.00	$15,000.00	$38,205.00	$38,205.00	$29,000.00	$29,000.00	$43,000.00	$27,000.00	$78,000.00	$12,630.00	$25,000.00	$108,100.00	$68,000.00	$98,550.00	$110,000.00	$60,000.00	$150,000.00
5	Erosion Control	1	LS	$2,500.00	$2,500.00	$5,000.00	$5,000.00	$9,301.00	$9,301.00	$2,000.00	$2,000.00	$3,500.00	$7,575.00	$6,000.00	$24,265.00	$3,000.00	$18,400.00	$3,500.00	$13,500.00	$49,914.00	$5,000.00	$35,000.00
6	Cobble Stone Concrete Paving	8000	SF	$22.00	$176,000.00	$15.00	$120,000.00	$20.30	$162,400.00	$24.00	$192,000.00	$143,040.00	$170,000.00	$208,000.00	$202,560.00	$280,000.00	$240,000.00	$312,000.00	$202,400.00	$260,000.00	$520,000.00	$400,000.00
7	Red Lava Gravel	21000	SF	$10.00	$210,000.00	$4.50	$94,500.00	$3.20	$67,200.00	$8.00	$168,000.00	$107,940.00	$157,500.00	$89,250.00	$100,800.00	$147,000.00	$105,000.00	$84,000.00	$107,100.00	$105,000.00	$105,000.00	$147,000.00
8	Remove and Replace Median Concrete	260	SF	$20.00	$5,200.00	$30.00	$7,800.00		$0.00	$36.00	$9,360.00	$7,020.00	$9,100.00	$5,200.00	$8,585.20	$7,800.00	$15,600.00	$13,000.00	$9,360.00	$12,740.00	$19,500.00	$15,600.00
9	Remove Existing Irrigation BFP	3	EA	$1,000.00	$3,000.00	$800.00	$2,400.00	$2,506.00	$7,518.00	$1,100.00	$3,300.00	$2,499.00	$3,600.00	$2,100.00	$5,490.00	$3,000.00	$3,900.00	$4,500.00	$5,025.00	$3,630.00	$3,600.00	$10,500.00
10	Remove and Replace Signs on New Post	1	EA	$500.00	$500.00	$500.00	$500.00	$5,020.00	$5,020.00	$1,000.00	$1,000.00	$2,500.00	$1,000.00	$500.00	$1,620.00	$1,500.00	$1,200.00	$1,900.00	$1,650.00	$1,300.00	$1,850.00	$500.00
	BASE CONTRACT WORK				**$511,900.00**		**$294,200.00**		**$384,472.00**		**$428,214.00**	**$441,999.00**	**$467,775.00**	**$534,050.00**	**$564,420.20**	**$612,300.00**	**$658,200.00**	**$668,800.00**	**$707,670.00**	**$716,792.00**	**$797,950.00**	**$998,600.00**

Item	DESCRIPTION	QTY	UNIT	Unit Cost (Eng Est)	Engineer's Estimate	Apparent Low Bidder: John Boylan Engineering, Inc. Unit Price	John Boylan Engineering, Inc. Item Total	Guerra Construction Group Unit Price	Guerra Construction Group Item Total	Lowest Responsive Bidder: Golden Bay Construction, Inc. Unit Price	Golden Bay Construction, Inc. Item Total	Bosco Construction Services, Inc. Item Total	CLS/Cervantes Landscape Services, Inc. Item Total	QLM-Inc. Item Total	Ram-Con Corporation Item Total	Norgo Engineering Item Total	Redgwick Construction Co. Item Total	Interstate Grading & Paving, Inc. Item Total	Galeb Paving, Inc. Item Total	Wattis Construction Company, Inc. Item Total	Kerex Engineering Inc. Item Total	S&H Construction, Inc. Item Total
	BID ALTERNATE 1:																					
11	Add Alternative #1 - Mobilization/Demobilization (5% max)	1	LS	$5,000.00	$5,000.00	$4,000.00	$4,000.00	$2,792.00	$2,792.00	$2,000.00	$2,000.00	$500.00	$1,155.00	$5,500.00	$2,500.00	$3,000.00	$4,300.00	$8,000.00	$6,250.00	$1,227.00	$3,000.00	$4,000.00
12	Add Alternative #1 - Traffic Control	1	LS	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$6,141.00	$6,141.00	$3,521.00	$3,521.00	$500.00	$3,500.00	$7,000.00	$5,045.00	$15,000.00	$41,700.00	$8,200.00	$7,600.00	$9,680.00	$5,000.00	$5,000.00
13	Add Alternative #1 - Repaint Existing Stained Concrete	5600	SF	$10.00	$56,000.00	$13.00	$72,800.00	$5.80	$32,480.00	$7.00	$39,200.00	$12,600.00	$19,600.00	$16,800.00	$19,824.00	$56,000.00	$48,160.00	$173,600.00	$140,000.00	$50,400.00	$134,400.00	$84,000.00
	BID ALTERNATE 1				**$71,000.00**		**$86,800.00**		**$41,413.00**		**$44,721.00**	**$13,600.00**	**$24,255.00**	**$29,300.00**	**$27,369.00**	**$74,000.00**	**$94,160.00**	**$189,800.00**	**$153,850.00**	**$61,307.00**	**$142,400.00**	**$93,000.00**
	BID ALTERNATE 2:																					
14	Add Alternative #2 - Mobilization/Demobilization (5% max)	1	LS	$5,000.00	$5,000.00	$4,000.00	$4,000.00	$2,792.00	$2,792.00	$2,500.00	$2,500.00	$500.00	$3,015.00	$7,000.00	$4,000.00	$5,000.00	$7,400.00	$7,000.00	$5,000.00	$1,691.00	$3,000.00	$6,000.00
15	Add Alternative #2 - Traffic Control	1	LS	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$5,025.00	$5,025.00	$2,532.00	$2,532.00	$500.00	$5,500.00	$6,000.00	$7,215.00	$5,000.00	$28,900.00	$18,000.00	$14,000.00	$14,520.00	$2,000.00	$5,000.00
16	Add Alternative #2 - Demolition	1	LS	$2,000.00	$2,000.00	$10,000.00	$10,000.00	$1,857.00	$1,857.00	$500.00	$500.00	$9,500.00	$4,500.00	$2,500.00	$8,070.00	$10,000.00	$6,800.00	$16,500.00	$2,625.00	$10,000.00	$3,000.00	$8,000.00
17	Add Alternative #2 - Earthwork	1050	SF	$10.00	$10,500.00	$15.00	$15,750.00	$4.16	$4,368.00	$5.00	$5,250.00	$5,775.00	$3,150.00	$3,150.00	$1,554.00	$15,750.00	$29,400.00	$3,465.00	$5,250.00	$5,460.00	$10,500.00	$10,500.00
18	Add Alternative #2 - Erosion Control	1	LS	$2,000.00	$2,000.00	$2,500.00	$2,500.00	$1,675.00	$1,675.00	$300.00	$300.00	$500.00	$1,400.00	$3,500.00	$1,755.00	$2,000.00	$15,100.00	$2,000.00	$2,500.00	$1,000.00	$500.00	$2,500.00
19	Add Alternative #2 - Cobble Stone Concrete Paving	1050	SF	$22.00	$23,100.00	$15.00	$15,750.00	$22.33	$23,446.50	$24.00	$25,200.00	$21,105.00	$33,600.00	$27,300.00	$24,528.00	$42,000.00	$37,800.00	$45,150.00	$26,565.00	$30,450.00	$89,250.00	$63,000.00
20	Add Alternative #2 - Remove Existing Irrigation BFP	1	EA	$1,000.00	$1,000.00	$800.00	$800.00	$3,419.00	$3,419.00	$1,100.00	$1,100.00	$1,500.00	$1,500.00	$500.00	$1,565.00	$1,000.00	$2,300.00	$1,100.00	$1,675.00	$1,210.00	$1,200.00	$1,500.00
21	Add Alternative #2 - Remove and Replace Signs on New Post	1	EA	$500.00	$500.00	$500.00	$500.00	$629.00	$629.00	$1,000.00	$1,000.00	$2,500.00	$1,200.00	$500.00	$1,340.00	$1,500.00	$1,700.00	$1,900.00	$1,650.00	$1,300.00	$1,850.00	$1,000.00
22	Add Alternative #2 - Repaint Existing Stained Concrete	2100	SF	$10.00	$21,000.00	$13.00	$27,300.00	$5.79	$12,159.00	$7.00	$14,700.00	$7,140.00	$9,450.00	$6,300.00	$6,909.00	$21,000.00	$25,200.00	$56,700.00	$47,880.00	$18,900.00	$50,400.00	$31,500.00
	BID ALTERNATE 2				**$75,100.00**		**$86,600.00**		**$55,370.50**		**$53,082.00**	**$49,020.00**	**$63,315.00**	**$56,750.00**	**$56,936.00**	**$103,250.00**	**$154,600.00**	**$151,815.00**	**$107,145.00**	**$84,531.00**	**$161,700.00**	**$129,000.00**
	BID ALTERNATE 3:																					
23	Add Alternative #3 - Mobilization/Demobilization (5% max)	1	LS	$5,000.00	$5,000.00	$2,500.00	$2,500.00	$2,792.00	$2,792.00	$2,100.00	$2,100.00	$500.00	$2,920.00	$5,000.00	$3,500.00	$5,000.00	$6,400.00	$3,500.00	$2,500.00	$1,368.00	$3,000.00	$5,000.00
24	Add Alternative #3 - Traffic Control	1	LS	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$8,374.00	$8,374.00	$1,849.00	$1,849.00	$3,500.00	$5,500.00	$3,000.00	$9,390.00	$15,000.00	$24,400.00	$9,500.00	$14,000.00	$12,100.00	$2,000.00	$5,000.00
25	Add Alternative #3 - Demolition	1	LS	$2,000.00	$2,000.00	$10,000.00	$10,000.00	$2,161.00	$2,161.00	$500.00	$500.00	$9,500.00	$5,500.00	$2,000.00	$7,700.00	$15,000.00	$11,200.00	$8,000.00	$3,000.00	$10,000.00	$4,000.00	$15,000.00
26	Add Alternative #3 - Earthwork	1200	SF	$10.00	$12,000.00	$10.00	$12,000.00	$4.15	$4,980.00	$5.00	$6,000.00	$26,040.00	$3,600.00	$3,600.00	$1,440.00	$18,000.00	$31,200.00	$3,960.00	$6,000.00	$5,400.00	$12,000.00	$18,000.00
27	Add Alternative #3 - Erosion Control	1	LS	$2,000.00	$2,000.00	$2,500.00	$2,500.00	$1,675.00	$1,675.00	$300.00	$300.00	$1,700.00	$1,200.00	$2,300.00	$1,765.00	$3,000.00	$11,200.00	$2,000.00	$2,500.00	$1,000.00	$1,000.00	$5,000.00
28	Add Alternative #3 - Cobble Stone Concrete Paving	1200	SF	$22.00	$26,400.00	$15.00	$18,000.00	$22.33	$26,796.00	$24.00	$28,800.00	$26,040.00	$38,400.00	$31,200.00	$33,480.00	$48,000.00	$42,000.00	$48,000.00	$30,360.00	$34,800.00	$102,000.00	$72,000.00
29	Add Alternative #3 - Remove Existing Irrigation BFP	2	EA	$1,000.00	$2,000.00	$800.00	$1,600.00	$1,709.50	$3,419.00	$1,100.00	$2,200.00	$2,000.00	$3,000.00	$1,000.00	$4,000.00	$2,000.00	$2,600.00	$2,200.00	$3,350.00	$2,420.00	$2,400.00	$3,000.00
30	Add Alternative #3 - Remove and Replace Signs on New Post	1	EA	$500.00	$500.00	$500.00	$500.00	$629.00	$629.00	$1,000.00	$1,000.00	$1,500.00	$1,200.00	$500.00	$1,355.00	$1,500.00	$2,300.00	$1,900.00	$1,650.00	$1,300.00	$1,850.00	$1,000.00
	BID ALTERNATE 3				**$59,900.00**		**$57,100.00**		**$50,826.00**		**$42,749.00**	**$70,780.00**	**$61,320.00**	**$48,600.00**	**$62,630.00**	**$107,500.00**	**$131,300.00**	**$79,060.00**	**$63,360.00**	**$68,388.00**	**$128,250.00**	**$124,000.00**
	BID ALTERNATE CONTRACT WORK				**$206,000.00**		**$230,500.00**		**$147,609.50**		**$140,552.00**	**$133,400.00**	**$148,890.00**	**$134,650.00**	**$146,935.00**	**$284,750.00**	**$380,060.00**	**$420,675.00**	**$324,355.00**	**$214,226.00**	**$432,350.00**	**$346,000.00**
	BASE BID + BID ALTERNATE CONTRACT WORK				**$717,900.00**		**$524,700.00**		**$532,081.50**		**$568,766.00**	**$575,399.00**	**$616,665.00**	**$668,700.00**	**$711,355.20**	**$897,050.00**	**$1,038,260.00**	**$1,089,475.00**	**$1,032,025.00**	**$931,018.00**	**$1,230,300.00**	**$1,344,600.00**

***NOTE: RED-COLORED NUMBER DENOTES INCORRECT BID TOTAL. THE NUMBERS ARE VERIFIED AND REVISED BY CITY ON THIS BIDS TABULATION.**

List of Sub-Contractors

Description	John Boylan Engineering, Inc.	Guerra Construction Group	Golden Bay Construction, Inc.	Bosco Construction Services, Inc.	CLS/Cervantes Landscape Services, Inc.	QLM-Inc.	Ram-Con Corporation	Norgo Engineering	Redgwick Construction Co.	Interstate Grading & Paving, Inc.	Galeb Paving, Inc.	Wattis Construction Company, Inc.	Kerex Engineering Inc.	S&H Construction, Inc.
Concrete Staining									R&R Maher	Jeffco	Jeffco	Duran Construction		
Cobble Paving											Jalos Construction			
Traffic Control Plan					CA Traffic Solution		D&M Traffic							
SWPPP					Tully Consulting Group									
Irrigation												Lone Star Landscape		
Striping										Chrisp				

Construction Change Order Policy for the Calaveras Median Beautification Project, CIP No. 3468

2021 City Council Approved Construction Change Order Policy

Construction Award Award Amount	**Individual Administrative Change Order Authority**	**Cumulative Change Order Authority**
Less than $100,000	$10,000	$15,000
Over $100,000	10% of Award or $20,000 whichever is less	15% of Award or $40,000 whichever is smaller

Calaveras Median Beautification Project, CIP No. 3468 Change Order Policy

Construction Award Award Amount	**Individual Administrative Change Order Authority**	**Cumulative Change Order Authority**
$568,766	N/A	$85,000

Via Certified U.S. Mail and E-mail

John Boylan Engineering, Inc.
c/o John Boylan
134 Rock Harbor Ln,
Foster City, CA, 94404
John@johnboylanengineering.com

Re: Notice to Disqualify Bid Submitted by John Boylan Engineering, Inc., the Apparent Lowest Bidder For Calaveras Blvd Median Improvement Project, CIP No. 3468

Dear Mr. Boylan,

On February 23, 2026, the City of Milpitas ("City") conducted a bid opening for Calaveras Blvd Median Improvement Project no. 3468. John Boylan Engineering, Inc. was the apparent lowest bidder. However, based on staff's evaluation, John Boylan Engineering, Inc. bid was determined to be non-responsive for the following reason:

1. Failure to provide signed and sealed contract forms, as required by the bid documents.

As a result, your bid cannot be considered for award. The City intends to award the project contract to the lowest responsive and responsible bidder, Golden Bay Construction, Inc. at the March 17, 2026. The City thanks you for your interest in this project and encourages your participation in future bidding opportunities.

Please feel free to reach out Anna Highsmith, Associate Civil Engineer, at 408-609-1824 or email at ahighsmith@milpitas.gov if you have any questions.

Sincerely,

Lyhak Eam

Lyhak Eam, P.E.
Public Works Division Manager – Engineering

Cc: Michael Silveira, P.E., City Engineer

Via Certified U.S. Mail and E-mail

Guerra Construction Group
c/o Jaime Guerra
984 Memorex Drive
Santa Clara, CA 95050
Jaime@guerraco.com

Re: Notice to Disqualify Bid Submitted by Guerra Construction Group, the Second Apparent Lowest Bidder for Calaveras Blvd Median Improvement Project, CIP No. 3468

Dear Mr. Guerra,

On February 23, 2026, the City of Milpitas ("City") conducted a bid opening for Calaveras Blvd Median Improvement Project no. 3468. Guerra Construction Group were the second apparent lowest bidder. However, based on staff's evaluation, Guerra Construction Group bid was determined to be non-responsive for the following reason:

1. Failure to use the revised bid forms as provided as part of Addendum No. 1

As a result, your bid cannot be considered for award. The City intends to award the project contract to the lowest responsive and responsible bidder, Golden Bay Construction, Inc. at the March 17, 2026. The City thanks you for your interest in this project and encourages your participation in future bidding opportunities.

Please feel free to reach out Anna Highsmith, Associate Civil Engineer, at 408-609-1824 or email at ahighsmith@milpitas.gov if you have any questions.

Sincerely,

Lyhak Eam

Lyhak Eam, P.E.
Public Works Division Manager – Engineering

Cc: Michael Silveira, P.E., City Engineer

NOTICE OF INTENT TO AWARD CONTRACT

Department of Public Works

Project Name:	Calaveras Boulevard Median Improvement
City Project Number:	3468
Bid Opening Date:	February 23, 2026 (2:00 PM)
NOIA Posting Date:	February 25, 2026
Project Manager:	Anna Highsmith, P.E.
NOIA Posting Location:	*Addenda & Official Notices*

On February 23, 2026, the City of Milpitas (City) held a bid opening for the upcoming **Calaveras Blvd Median Improvement Project**. The City intends to award the Project contract to the lowest responsive bidder, **Golden Bay Construction, Inc.**, at the **March 17, 2026**, City Council Meeting.

As per Milpitas Municipal Code (MMC) *MMC 1-2-3.19 - Protest Procedure*, Any interested party may file a protest to a proposed award of a contract in an amount over Ten Thousand Dollars ($10,000). The protest shall be filed with the Purchasing Agent in writing no later than seven (7) calendar days after the posting of the Notice of Intent to award and shall set forth the basis for the protest and any proposed remedy.

All protests shall be in writing and shall contain a complete statement of the legal grounds for the protest; all the facts relevant to the protest; and the form of relief requested and the legal basis for such relief. All protests shall be accompanied by all documentation supporting the grounds for the protest. The protest shall include the name, address and telephone number of the protesting party and the person representing the protesting party, if any.

Protests may be submitted only by a party that has submitted a bid or proposal in response to the contract solicitation. A subcontractor of a bidder or proposer may not submit a protest. A party may not rely on a protest submitted by another party but must timely pursue its own protest. Protests can only be submitted by the party that submitted the bid by one of the following methods:

Via mail or hand delivered, Monday thru Friday, between 8:00 a.m. and 5:00 p.m. to:

Attn: Luz Cofresi-Howe,
Finance Director
455 E. Calaveras Blvd,
Milpitas, CA 95035

OR, via e-mail @ LCofresi-Howe@milpitas.gov

CITY OF MILPITAS

MILPITAS, CALIFORNIA

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

CALAVERAS BLVD MEDIAN IMPROVEMENT

PROJECT NO. 3468

Recommended for Bidding: Lyhak Eam

Lyhak Eam, P.E., Public Works Division Manager - Engineering

Approved for Bidding: Michael Silveira

Michael Silveira, P.E., City Engineer

Bid Set – January 2026

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00 11 16 – NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City Council of the City of Milpitas ("City") invites and will receive sealed Bids up to but not later than **2:00 p.m. on Monday, February 23, 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 **Calaveras Blvd Median Improvement, Project No. 3468** (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 OpenGov Procurement. It is the responsibility of each prospective bidder to check OpenGov Procurement 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 OpenGov Procurement may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by OpenGov Procurement.

Each Bid shall be accompanied by cash, a certified or cashier's check, or Bid Bond secured from a surety company satisfactory to the City Council, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to City of Milpitas as bid security. The bid security shall be provided as a guarantee that within five (5) working days after the City provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with City.

A **NON-MANDATORY** Pre-Bid Conference is scheduled for **Thursday, February 5, 2026, at 2:00 PM** and on **Tuesday, February 10, 2026 at 2:00 PM Via Microsoft Teams virtual meeting** to review the Project's existing conditions. For access to virtual Pre-Bid Conference, please contact Reshad Osman, Assistant Engineer via email at rosman@milpitas.gov no later than **12:00 PM (noon)** for that day's scheduled meeting. Representatives of the City and consulting engineers, if any, will be present. Bidders need only to attend one Pre-Bid Conference. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing and issued as an Addendum. Bids will not be accepted from any bidder who did not attend one of the mandatory Pre-Bid Conferences.

The deadline for submitting questions related to this bid is **Friday, February 13, 2026 at 4:00 p.m.** Contact **Reshad Osman, Assistant Engineer for questions submittal**. Addenda with answers to questions received by the specified time will be posted following the close of questions.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by City to ensure its performance under the contract.

Pursuant to Labor Code Section 1773, City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Santa Clara County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/

In addition, a copy of the prevailing rate of per diem wages is available at the City's Public Works Department and shall be made available to interested parties upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract: **Class A (General Engineering Contractor) or Class C-8 (Concrete Contractor)**. The Engineer's Estimate for the project's base bid items is between **$550,000 to $650,000.**

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 **Reshad Osman, Assistant Engineer, at rosman@milpitas.gov, at City of Milpitas City Hall, 455 E. Calaveras Boulevard, Milpitas, CA 95035 or (408) 586-3357**.

END OF NOTICE INVITING BIDS

00 21 13 – INSTRUCTIONS TO BIDDERS

1. SECURING DOCUMENTS

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Bid and Contract Documents may be obtained from 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.

3. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed contract documents may submit to the Engineer of the City a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other proposed contract documents will be made only by a written addendum duly issued and a copy of such addenda will be mailed or delivered to each prospective Bidder who has purchased a set of Drawings and Specifications. The City will not be responsible for any other explanation or interpretations of the proposed documents. If a Prospective Bidders becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the Prospective Bidder to promptly bring it to the attention of the City.

4. INSPECTION OF SITE; PRE-BID CONFERENCE

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Meeting and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids.

5. ADDENDA

The City reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the City shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the City will extend the deadline for submission of Bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide City a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the Bidder. Any Addenda will be posted on https://procurement.opengov.com/portal/milpitas-ca. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact Reshad Osman, Assistant Engineer, at City of Milpitas City Hall, 455 E. Calaveras Boulevard, Milpitas, CA 95035 or (408) 586-3357 or at rosman@milpitas.gov to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the bidder.

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, OR A TYPEWRITER IS REQUIRED. Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

9. SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.

The successful bidder will be required to self-perform **at least 50%** of the work.

10. LICENSING REQUIREMENTS

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

11. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to City of Milpitas; or (c) a Bid Bond secured from a surety company satisfactory to the City Council, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to City of Milpitas as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the City provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and City may enter into a contract with the next lowest responsive responsible bidder or may call for new bids. No interest shall be paid on funds deposited with the City. City will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the contract.

12. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code Section 2200 *et seq*., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the bid package and must be signed and dated under penalty of perjury.

13. NONCOLLUSION DECLARATION

Bidders on all public works contracts are required to submit a declaration of noncollusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

14. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

15. WAGE THEFT CERTIFICATION

Bidders on public works contracts are required to submit a certification disclosing whether the Bidder or any of its proposed subcontractors has been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline.

16. BIDDER INFORMATION AND EXPERIENCE FORM

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the bid to be rejected as non-responsive. The City reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the Engineer that the Bidder is qualified to properly carry out the terms of the contract.

17. WORKERS' COMPENSATION CERTIFICATION

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the City the following certificate prior to performing the work under this Contract:

> I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The form of such Workers' Compensation Certificate is included as part of this document.

18. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint 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

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 CALAVERAS BLVD MEDIAN IMPROVEMENT, PROJECT NO. 3468

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City may reject any bid not strictly complying with City's designated methods for delivery.

20. OPENING OF BIDS

At the time and place set for the opening and reading of bids, or any time thereafter, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. The City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public reading of each bid will include the following information:

A. The name and business location of the bidder.

B. The nature and amount of the bid security furnished by bidder.

C. The bid amount.

Bidders or their representatives and other interested persons may be present at the opening of the bids. The City may, in its sole discretion, elect to postpone the opening of the submitted Bids. The City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

21. WITHDRAWAL OF BID

Any bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to City within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq*., or as otherwise may be allowed with the consent of the City.

22. BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder shall be allowed to make, file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

23. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The City will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

24. PREVAILING WAGES

The City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the City or may be obtained online at http://www.dir.ca.gov. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

25. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

26. INSURANCE REQUIREMENTS

Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the General Conditions.

27. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of City, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted

to City within ten (10) working days from the date the City provides the successful bidder with the Notice of Award.

28. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents.

29. FILING OF BID PROTESTS

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

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.

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:

CALAVERAS BLVD MEDIAN IMPROVEMENT, PROJECT NO. 3468

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.

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, <u>each</u> member of the joint venture must include the required licensing information.

(SIGNATURES CONTINUED ON NEXT PAGE)

J The undersigned that the representations made herein are true and correct and all of the information submitted in connection with this Bid are made under penalty of perjury under the laws of the State of California.

Executed at _____, on this ____ day of _____, _____.

(Bidder's Name – Print or Type)

_____
(Name and Title)

(Corporate Seal)

_____
(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name _____ Title _____

Complete Address _____

Phone _____ Fax _____

Name _____ Title _____

Complete Address _____

Phone _____ Fax _____

Name _____ Title _____

Complete Address _____

Phone _____ Fax _____

Name _____ Title _____

Complete Address _____

Phone _____ Fax _____

1.2 BID SCHEDULE

NO.	ITEM DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	TOTAL ITEM PRICE
1.	Mobilization/Demobilization (5% max)	1	LS		
2.	Traffic Control	1	LS		
3.	Demolition	1	LS		
4.	Earthwork	1	LS		
5.	Erosion Control	1	LS		
6.	Cobble Stone Concrete Paving	8,000	SF		
7.	Red Lava Gravel	21,000	SF		
8.	Remove and Replace Median Concrete	260	SF		
9.	Remove Existing Irrigation BFP	3	EA		
10.	Remove and Replace Signs on New Post	1	EA		
				TOTAL BID BASE PRICE	

Bidders must provide pricing for every bid item. The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Total Item Price set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the “Item Price” column, then the amount set forth in the “Item Price” column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

If the Contract Documents specify Alternate Bid items, the following Alternate Bid amounts shall be added to or deducted from the Total Bid Price entered above (please check the appropriate box), in the City's sole discretion. The City can choose to include any, all, or none of the Alternate Bid items in the Work. If the City selects any of the Alternate Bid items, the corresponding Alternate Bid prices shall be added to or deducted from Base Bid Price for the Work. The City can award/select Alternate Bid items at any time(s).

No.	ITEM DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	TOTAL ITEM PRICE
9	Add Alternative #1 - Mobilization/Demobilization (5% max)	1	LS		
10	Add Alternative #1 - Traffic Control	1	LS		
11	Add Alternative #1 - Repaint Existing Stained Concrete	5,600	SF		
				ADDITIVE ALTERNATIVE #1 TOTAL:	
12	Add Alternative #2 - Mobilization/Demobilization (5% max)	1	LS		
13	Add Alternative #2 - Traffic Control	1	LS		
14	Add Alternative #2 - Demolition	1	LS		
15	Add Alternative #2 - Earthwork	1050	SF		
16	Add Alternative #2 - Erosion Control	1	LS		
17	Add Alternative #2 - Cobble Stone Concrete Paving	1050	SF		
18	Add Alternative #2 - Remove Existing Irrigation BFP	1	EA		
19	Add Alternative #2 - Remove and Replace Signs on New Post	1	EA		
20	Add Alternative #2 - Repaint Existing Stained Concrete	2100	SF		
				ADDITIVE ALTERNATIVE #2 TOTAL:	
21	Add Alternative #3 - Mobilization/Demobilization (5% max)	1	LS		

22	Add Alternative #3 - Traffic Control	1	LS		
23	Add Alternative #3 - Demolition	1	LS		
24	Add Alternative #3 - Earthwork	1200	SF		
25	Add Alternative #3 - Erosion Control	1	LS		
26	Add Alternative #3 - Cobble Stone Concrete Paving	1200	SF		
27	Add Alternative #3 - Remove Existing Irrigation BFP	2	EA		
28	Add Alternative #3 - Remove and Replace Signs on New Post	1	EA		
ADDITIVE ALTERNATIVE #3 TOTAL:					

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 **50%** of the contract value with its own forces. Bidder shall indicate the value of each subcontractor's work, and the sum may not exceed the allowable amount.

Work to be done by Subcontractor	**Name of Subcontractor**	**Location of Business**	**CSLB Contractor License No.**	**DIR Registration Number**	**% of the Work**

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of the Work

(Attach additional sheets if necessary)

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

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:_____

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:

_____

_____

_____

_____

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]

B. LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

Project Name, & Owner Contact Information	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

C. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Project Name, & Owner Contact Information	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

_____

_____

_____

2. Summarize each person's specialized education:

_____

_____

_____

3. List each person's years of construction experience relevant to the project:

_____

_____

_____

4. Summarize such experience:

_____

_____

_____

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

_____

_____

_____

_____

_____

_____

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder_____

Signature_____

Name_____

Title_____

Date_____

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_____

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.

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."

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:_____

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 _____

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 CALAVERAS BLVD. MEDIAN IMPROVEMENT, PROJECT NO. 3468.

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporation.

(Corporate Seal)

_____
Contractor/Principal

By _____

Title _____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER	**DESCRIPTION OF ATTACHED DOCUMENT**
☐ Individual ☐ Corporate Officer _____ Title(s)	_____ Title or Type of Document
☐ Partner(s) ☐ Limited ☐ General	_____ Number of Pages
☐ Attorney-In-Fact ☐ Trustee(s) ☐ Guardian/Conservator ☐ Other:	_____ Date of Document
Signer is representing: Name Of Person(s) Or Entity(ies) _____ _____	_____ Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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COUNTY OF _____

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NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

00 52 13 – CONTRACT

This CONTRACT, No. _____ is made and entered into this ____ day of _____, _____, by and between City of Milpitas, sometimes hereinafter called "City," and _____, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

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:

CALAVERAS BLVD MEDIAN IMPROVEMENT, PROJECT NO. 3468

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 **150 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

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

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]

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 _____
Matt Cano
Acting City Manager

_____
Date

[INSERT NAME OF CONTRACTOR]

By: _____

Its: _____

Printed Name: _____

(CONTRACTOR'S SIGNATURE MUST BE NOTARIZED AND CORPORATE SEAL AFFIXED, IF APPLICABLE)

APPROVED AS TO FORM:

By: _____
Christopher Creech
Acting City Attorney

APPROVED:

By: _____
Luz Cofresi-Howe
Finance Director/Risk Manager

APPROVED AS TO CONTENT:

By: _____
Christian Di Renzo
Public Works Director

END OF CONTRACT

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

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☐ Partner(s) ☐ Limited ☐ General	_____ Number of Pages
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Signer is representing: Name Of Person(s) Or Entity(ies) _____ _____	_____ Signer(s) Other Than Named Above

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.

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]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)

_____
Contractor/Principal

By _____

Title _____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

(The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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☐ Individual ☐ Corporate Officer _____ Title(s)	_____ Title or Type of Document
☐ Partner(s) ☐ Limited ☐ General	_____ Number of Pages
☐ Attorney-In-Fact ☐ Trustee(s) ☐ Guardian/Conservator ☐ Other:	_____ Date of Document
Signer is representing: Name Of Person(s) Or Entity(ies) _____ _____	_____ Signer(s) Other Than Named Above

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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

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

this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/Principal

By _____

Title _____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

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appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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_____

Signature of Notary Public

OPTIONAL

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END OF PAYMENT BOND

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00 72 13 – GENERAL CONDITIONS

ARTICLE 1 DEFINED TERMS

Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

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 2024 Edition. 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, 2024 Edition. 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.

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.

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
President's Day – Third Monday in February
Cesar Chavez Day – March 31
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

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.

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.

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 Specifications, except Division 1
14. Caltrans Standard Plans
15. Reference Documents

With 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.

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 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:

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.

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 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.

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.

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 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 applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

ARTICLE 20 REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

ARTICLE 21 SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other sanitary facilities required by Cal/OSHA shall be the responsibility of the Contractor.

ARTICLE 22 AIR POLLUTION CONTROL

Contractor shall comply with all air pollution and dust control rules, regulations, ordinances and statutes, including, but not limited to, those required by the Air Quality Management District. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall comply with the CARB's regulation regarding the use of off-road diesel fueled fleets, sections 2449, 2449.1, and 2449.2 of Title 13 of the California Code of Regulations. Contractor shall provide the City with a Certificate of Reported Compliance for all applicable vehicles used by Contractor or any subcontractor with diesel-fueled or alternative diesel fueled off-road compression-ignition engines with a maximum power of 25 horsepower or greater provided the vehicles cannot be registered and driven safely on-road or were not designed to be driven on-

road, even if they have been modified so that they can be driven safely on road. Noncompliant fleets are prohibited from being used on the Project. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, it subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

ARTICLE 23 LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense.

ARTICLE 24 TESTS AND INSPECTIONS

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 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.

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 performed 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 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:

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 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 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.

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 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 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. 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 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 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

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.

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. 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 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 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 quantities vary from estimated quantities.

b. No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the Bid Form include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.

c. Bid items included on the Bid Form may be deducted from the Work in their entirety without any negotiated extra costs.

d. Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Form will be adjusted to reflect the actual unit quantities which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of a final additive or deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in City's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract Time in accordance with the Contract Documents.

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 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 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.

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 the equipment is used on other than the Additional Work, even though located at the site of the Additional Work.

(a) Rental Time Not Allowed. Rental time will not be allowed while equipment is inoperative due to breakdowns.

(b) Computation Method. The following shall be used in computing the rental time of equipment on the Project site.

(i) When hourly rates are paid, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.

(ii) When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.

ii. Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate (i.e., daily, monthly) resulting in the least total cost to the City for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the City's Representative. Contractor may furnish cost data which might assist the City's Representative in the establishment of the rental rate.

iii. Contractor-Owned Equipment.

(a) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.

(b) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then City shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the City that the equipment could be actively used on another project.

(i) All equipment shall, in the opinion of the City's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.

(ii) Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the City's Representative, in duplicate, a description of the equipment and its identifying number and the scheduled Additional Work activities planned.

(iii) Unless otherwise specified, manufacturer's rating and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

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 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;

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.

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, 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. Use of Float and Critical Path.

a. Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the City or the Contractor.

b. Contractor shall not be entitled to compensation, and City will not compensate Contractor, for delays which impact early completion. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float.

6. Contractor's entitlement to an extension of the Contract Times is limited to a City-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the City-caused delay extends the critical path beyond the previously approved Contract Time. If approved, the increase in time required to complete the Work shall be added to the Contract Time.

a. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

b. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions (as determined by the City), Acts of God, acts or failures to act of utility owners not under the control of City, or other causes not the fault of and beyond control of City and Contractor, then Contractor shall be entitled to an time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.

c. Utility-Related Delays.

i. Contractor shall immediately notify in writing the utility owner and City's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.

ii. Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.

7. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:

   a. Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.

   b. Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.

8. No Damages for Reasonable Delay.

   a. City's liability to Contractor for delays for which City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.

   b. City and City's Representative, and the officers, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

9. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices City's and City's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of this Article.

10. Contractors submission of daily construction reports and schedule updates in accordance with these Contract Documents is required for the evaluation of the merits of time extension request. Failure of the Contractor to submit daily construction reports and schedule updates shall constitute a waiver of its right to seek a time extension or additional compensation.

ARTICLE 43 FINAL ACCEPTANCE AND PAYMENT

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.

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 application. 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 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. 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 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.

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.

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.

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.

   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 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; 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.

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.

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.

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 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 representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

00 73 13 – SPECIAL CONDITIONS

1.1 Engineer of Record.

A For purposes of this Project, the Engineer of Record or Engineer shall be **Michael Silveira, P.E., City Engineer.**

1.2 Location of the Project.

A The Project is located on E. Calaveras Boulevard between N. Milpitas Boulevard and S. Park Victoria Drive and on E. Calaveras Boulevard between S. Abbott Avenue and Butler Street (Bid Alternative #2 and #3).

B The general location of the Project is shown on sheet 1 of the project drawings.

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.

F. The City has obtained an encroachment permit for the work on E. Calaveras Blvd, within Caltrans right of way (Appendix B). Contractor is responsible for to apply Caltrans Rider Permit and follow approved Traffic Control Plan.

G. Contractor to prepare and submit Traffic Control Plan to Caltrans for work performed under Bid Alternative #2 and #3

1.4 Site Data.

Not Applicable

1.5 Designation of City's Representative.

A Unless otherwise modified by City, City's Representative shall be **Lyhak Eam, P.E., Public Works Division Manager – Engineering, 408-586-3349.**

1.6 Project Retention

In accordance with Public Contract Code § 7201, City will withhold 5% of each progress payment as retention on the Project.

1.7 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 **$2,800 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.

1.8 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.

1.9 Schedule Constraints.

A The contractor's construction schedule shall be in compliance with the schedule constraint as outlined in the Caltrans approved encroachment permit. (Appendix B)

B City has considered these Schedule Constraints when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Constraints.

C Work on E. Calaveras Boulevard shall be limited to off-peak hours as determined in the Traffic Control Plans and approved Caltrans Encroachment Permit (Appendix B). Full road closures will not be permitted.

1.10 Safety Programs.

A In addition to all other safety requirements of the Contract Documents, Contractor must comply with Cal OSHA requirements at all times during the completion of the Work.

B City has considered these Safety Programs when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Programs.

1.11 Coordination with Other Contractors.

A City Public Works Department

END OF SPECIAL CONDITIONS

01 00 00 – GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 DESCRIPTION

A. The project scope includes, but not limited to, removing and disposing of existing landscaping, excavating, installing cobblestone concrete paving and re-stain existing stained concrete.

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 the City Representative to determine final quantities of Work in place. The City Representative will determine final quantities based upon the survey data provided by the Contractor, and the design lines and grades. If requested by the City Representative, the Contractor shall provide an electronic copy of data used for quantity computations.

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

i. 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 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

A. Utility Services. Contractor, at its expense, shall arrange for, develop and maintain all utilities, including but not limited to water, electric power, sewage disposal and telephone communications, at the Site to meet the requirements of the Work.

B. Sanitation. The Contractor shall provide sanitary facilities for all persons working on the project. These facilities shall be kept clean and shall not be unsightly or produce odors.

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:

i. Enclose the working area with a substantial barricade and arrange work to cause minimum amount of inconvenience and danger to the public.

ii. Provide substantial barricades around any shrubs or trees indicated to be preserved.

iii. Deliver materials to the Project site over a route designated by the Engineer.

iv. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

v. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.

vi. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the City, at no cost to the City.

vii. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.

viii. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.

ix. At the completion of work each day, leave the Project site in a clean, safe condition.

x. Comply with any approved stage construction and traffic control plans. Access to residences and businesses shall be maintained at all times, unless otherwise permitted in writing by the City.

xi. Cover and or protect work and project site as may be required to prevent or mitigate schedule delay and to allow work to proceed during wet weather or wet conditions.

D. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made, therefore.

E. Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

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.

i. Written documentation of site condition survey at pre-construction and post-construction.

ii. Photographs as described herein of pre-construction and post-construction conditions.

iii. Video recordings as described herein of pre-construction and post-construction conditions.

iv. Submittals shall be made within three days of the surveys. All post-construction data shall be submitted prior to the final project inspection.

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.

i. General – Prior to starting Work, Contractor shall provide a video recording of the project site. Contract shall take enough photographs during each site survey to provide a record of conditions existing prior to construction and conditions after construction. Pre-construction video and photographs shall be taken prior to any construction or mobilization of equipment, but not more than one week prior to actual start of work. The pre-construction photographs may be staged at different times to match the progression of the Work.

ii. The photographs shall document existing damage to public and private facilities, both prior to and after construction. Conditions to be documented include, but are not limited to sidewalk cracks, broken curbs, separated property walls, improvements within public rights-of-way, access roads used, utility covers and markings, signs, pavement striping, pavement, unique or unusual conditions, adjacent driveways, landscaping, survey markers, and any feature directed by the Engineer. Private property that is adjacent to the public right-of-way shall be documented to the extent visible from the public right-of-way.

iii. Photographs shall include items to indicate scale, as needed. In particular, scales or other items shall be laid next to close ups of structural cracks and

other damaged areas being recorded. Scaling shall also be used to document elevation differences, as needed.

iv. One set of color prints and the preconstruction site video shall be submitted. Additional sets shall be available for reviewing in settling any construction disputes. A set of photos shall also be furnished in electronic format. The resolution shall be at least equal to 7 mega-pixels. All photos shall be documented as to time and date taken, photographer, project number, location, and orientation. Documentation shall include a brief description of objects photographed.

E. Video Recording.

i. Video recordings shall document the conditions of the entire area affected by construction, as well as nearby structures and facilities. The general documentation requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.

ii. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.

iii. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.

iv. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.

v. The Engineer shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected.

vi. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted 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 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.

i. All soils compaction testing will be done by a licensed geotechnical engineer furnished by the City. Soils compaction testing will be done for all footings and foundations prior to placement of rebar or concrete.

ii. For pipeline construction, soil compaction testing will be done at 100-foot intervals or as ordered by the project soils/geotechnical report at the bottom of the trench prior to placement of pipe bedding; at the top of the pipe bedding above the pipe; every two vertical feet of trench backfill or as otherwise ordered by the project soils/geotechnical report; at the top of the trench backfill, which should be the bottom of the pavement section; and at the top of the aggregate base prior to pavement construction.

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.

i. The Contractor shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by City's operation and maintenance staff.

ii. The Technical Manual shall be subdivided first by specification section number; second, by equipment item; and last, by "Category." The Contractor shall furnish to City four (4) identical Technical Manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.

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

i. 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.

ii. 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.

iii. 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.

iv. Upon Completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to City's Representative. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to City, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.

E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Manuals and Record Drawings shall be included in Contractor's bid and distributed in the Schedule of Pay. No additional compensation shall be made to the Contractor for this Work.

3.7 MATERIALS

A. Materials to be Furnished by the Contractor

i. Inspection of Materials. Materials furnished by the Contractor which will become a part of the Project shall be subject to inspection at any one or

more of the following locations, as determined by City's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Contractor shall submit to City's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.

ii. No later than fourteen (14) Days prior to manufacture of material, Contractor shall inform City's Representative, in writing, the date the material is to be manufactured.

iii. Contractors Obligations. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Contractor will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to City's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.

iv. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to accommodate City's testing efforts, including any travel required by Contractor's forces, shall be included in Contractor's bid and distributed in the Schedule of Pay Items related to the materials requiring testing. No additional compensation shall be made to the Contractor for this Work.

3.8 LOCAL CONDITIONS AND REQUIREMENTS

A. Access to Work and Haul Routes

i. General. All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor. Contractors anticipated Haul Routes shall be in compliance with the City's approved Truck Routes available from the Engineer.

ii. Access, Damage, Restoration. The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements, and other limitations that affect or may affect transportation and ingress or egress at the Site.

iii. The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads shall be restored to their original condition. Prior to using any road for access to the Site, the Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to City's Representative.

iv. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be

included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

B. Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Engineer to perform in a safe and satisfactory manner the Work required by the contract.

C. Construction Water.

i. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.

ii. Construction recycled water will be made available to the contractor from one of three fill locations within the city limits. If there is a need for construction recycled water during construction, the contractor shall apply for a city construction recycled water meter at the city hall finance counter prior to the beginning of work. A security deposit of $2,000 is required for the construction water meter from which the meter rental fee and cost of water will be deducted. if the rental fee and the water costs exceed the $2,000.00 deposited, an invoice will be issued to the contractor for payment.

iii. Construction potable water will only be made available to the contractor if it can be demonstrated that recycled water cannot be used for the construction activities. potable water will be made available from existing city fire hydrant(s) nearest the proposed construction site as approved by the engineer, or by such other means as may be expressly approved in writing by the engineer. If there is a need for water during construction, the contractor shall apply for a city construction water meter at the city hall finance counter prior to the beginning of work. a security deposit of $2,000 is required for the construction water meter from which the meter rental fee and cost of water will be deducted. If the rental fee and the water costs exceed the $2,000.00 deposited, an invoice will be issued to the contractor for payment.

iv. All required water, all work and materials required for obtaining, pumping, transporting and applying and otherwise disposing of said water shall be in an approved manner and shall be performed by, and at the expense of the contractor and no extra or separate compensation will be made thereof.

D. Operation of Existing Water Facilities

i. The Contractor shall not operate any of the existing water systems, including pumps, motors, valves, and hydrants, but shall contact the City two (2) working days in advance with a list and location of the water system facilities that will require operating, opening, stopping, or closure by the City.

ii. At the option of the Engineer, the Contractor may be permitted to operate valves for the purpose of making connections to existing mains. The City will perform all notification to existing customers regarding temporary loss of service.

iii. Contractor shall submit a request on City's standard form for any shut-down of existing water facilities.

E. Construction at Existing Utilities

i. General. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodates to maintain, all utilities.

ii. Permission, Notice and Liability. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the City Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify City as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.

iii. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Traffic Control

i. General. Contractor shall abide by traffic control plans approved by the City.

ii. Protections. Roads subject to interference by the Work shall be kept open or suitable temporary passages through the Work shall be provided and maintained by the Contractor. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flag persons, danger signals, and signs, and shall take all necessary precautions for the protection of the Work and the safety of the public. No construction work along public or private roads may proceed until the Contractor has proper barricades, flasher lights, flag persons, signals, and signs in place at the construction site.

iii. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

G. Cleaning Up

i. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Contractor shall also clean all asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment, including all USA markings. The use of water, resulting in mud on streets, will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the duration of the project, and/or use of temporary hoses and pipelines to convey water.

ii. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the City may do so and the cost of such clean up shall be charged back to the Contractor.

3.9 ENVIRONMENTAL QUALITY PROTECTION

A. Environmental Conditions

i. Contractor must comply with all applicable environmental laws, Project conditions, and constraints.

ii. City has considered these Environmental Conditions when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Conditions.

B. Landscape and Vegetation Preservation

i. General. The Contractor shall exercise care to preserve the natural landscape and vegetation and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.

ii. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours.

iii. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

iv. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

C. Protected Species

i. General. If, in the performance of the Work, evidence of the possible occurrence of any State or Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to City within 2 Days.

ii. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal.

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.

iii. 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.

iv. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

D. Preservation of Historical and Archeological Resources

i. General. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor notify the Construction/Archeological Monitor and/or the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the Construction/Archeological Monitor and/or City within 2 Days.

ii. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource.

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.

iii. 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.

iv. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

E. Dust and Pollution Control

i. Contractor shall provide all necessary material, equipment and labor to prevent and control the emission of dust and any other potential pollutant on site. Contractor shall remove construction caused debris from streets and sidewalks as directed by the Engineer.

ii. Contractor shall not discharge into the atmosphere from any source smoke, dust or other air contaminants in violation of the law, rules, and regulations of the governing agency.

iii. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Management of Storm, Surface and Other Waters

i. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to manage such waters pursuant to the requirements of California State Water Resources

Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such waters in conjunction with the Project, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

ii. The Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include but are not limited to the San Francisco Bay Regional Water Quality Control Board Order No. R2-2015-0049 (NPDES Permit No. CAS 612008), and State Water Resources Control Board Order No. 2010-0014-DWQ, Order No. 2009-0009-DWQ, and Order No. 2012-0006-DWQ, and any amendment or renewal thereof ("Construction General Permit"). Contractor must perform all construction operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.

END OF GENERAL REQUIREMENTS

01 20 00 – MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 SUMMARY

A. This section describes requirements and procedures for determining amount of work done and for obtaining payment for work done.

1.2 REFERENCES

A. California Public Contract Code

1.3 SCOPE OF WORK

A. Work under Contract Documents, or under any bid item, allowance or alternate, or Change Order shall include all labor, materials, transport, handling, storage, supervision, administration, and all other incidental work necessary for the satisfactory completion of Work, whether or not expressly specified or shown.

1.4 DETERMINATION OF QUANTITIES

A. Quantity of work to be paid for under any item for which a unit price is fixed in Contract Documents shall be the number, as determined by City, of units of work satisfactorily completed in-place, and suitable for its intended purpose free of defects or poor workmanship in accordance with Contract Documents or as directed by City. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods as City may consider appropriate for class of work measured. Contractor shall immediately inform City of any disputes regarding quantity measurements and shall immediately supply City with any documentation supporting the disputed measurements.

B. Before ordering any materials or doing any work, the Contractor shall verify all measurements, dimensions, elevations and quantities. No extra charge or compensation over and above payment for the actual quantities of the various items of work at the respective bid prices therefore will be allowed on account of difference between actual measurements, dimensions, elevations and quantities, and those indicated on the drawings, or in the specifications, and any difference therein shall be submitted to the City for consideration before proceeding with the work.

1.5 SCOPE OF PAYMENT

A. Payment to Contractor at the unit price or other price fixed in the contract for Work as described in Paragraph 1.3 above shall be full compensation for completing, in

accordance with Contract Documents, all work required under the item or under Contract Documents, and for all expense incurred by Contractor for any purpose in connection with the performance and completion of said work, including all incidental work necessary for completion of the Work.

B. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:

1. Any and all costs arising from any unforeseen difficulties, which may be encountered during, and all risks of any description connected with, prosecution of Work, bid item or unit price item, respectively, until acceptance by City;
2. All expenses incurred due to suspension, or discontinuance of Work, bid item or unit price item, respectively, as provided in Contract Documents;
3. Inflation and/or Escalation to allow for cost increases between time of Contract Award and completion of Work, bid item or unit price item, respectively.

C. Whenever it is specified herein that Contractor is to do work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price bid, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.

D. No payment shall be made for materials or equipment not yet incorporated into the Work.

E. Where Contractor requests payment for materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:

1. The materials and/or equipment shall be delivered and suitably stored at the site or at another local location agreed to in writing, for example, a mutually acceptable warehouse;
2. Full title to the materials and/or equipment shall vest in City at the time of delivery to the site, warehouse or other storage location;
3. Contractor shall obtain a negotiable warehouse receipt, endorsed over to City for materials and/or equipment stored in an off-site warehouse. No payment shall be made until such endorsed receipts are delivered to City.
4. Stockpiled materials and/or equipment shall be available for City inspection, but City shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to specifically identify these specific Contract Documents;
5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be

removed and replaced with suitable materials and/or equipment at Contractor's expense;

6. At its expense, Contractor shall insure the materials and/or equipment against theft, fire, vandalism, and malicious mischief, as well as any other coverage's required under the Contract Documents;
7. Contractor's application for payment shall be accompanied by a bill of sale, invoice or other documentation warranting that City has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which must be satisfactory to City. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the application for payment relates, as well as unconditional releases of the same from the same as to the previous application for payment for which they have not already been provided.

1.6 BASIS OF PAYMENT

A. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as Lump Sum, payment will be based on the approved Schedule of Values of the work under the lump sum, or in the event a Schedule of Values is not required, on the percentage of the lump sum scope satisfactorily completed.

B. City does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Item or Items, or to add work not included in Bid, when in its judgment such change is in best interest of City. No change in Work shall be considered waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between amount of work actually done and estimated amount as set forth herein, or for elimination of extra Bid Items.

1.7 SCHEDULE OF VALUES AND PROGRESS PAYMENTS

A. If requested by Contractor, progress payments will be made monthly, but not more often than monthly.

B. Schedule of Values:

1. Form to be used: AIA G703 or as approved by the City
2. Within twenty-one (21) calendar days from issuance of Notice of Award and prior to the Contractor's application for the first progress payment, Contractor shall submit a Schedule of Values, which is a detailed breakdown of its bid for Work items and/or activities, including coordination

responsibilities and project record document responsibilities. Where more than one subcontractor comprises the work of a work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, whose cumulative sum equals the total Contract Sum. The format and detail of the breakdown shall be as directed by City to facilitate and clarify future progress payments to Contractor for Work under Contract Documents. Work with lump sum values shall not exceed $10,000 per work item. Work values totaling more than $10,000 per item shall be broken down on a unit basis (e.g., linear foot, square yard, cubic yard, etc.). No line item to exceed one-half of 1% (0.5%) of contract value.

3. Contractor's overhead, profit, financing, as well as "general conditions costs," (e.g., site cleanup and maintenance, temporary roads and access, off site access roads, temporary power and lighting, security and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equaling Contractor's total Contract Sum. Insurances and Bonds shall be a separate schedule of value line item.
4. Include in each line item, the amount of Allowances specified in this section. Separately identity each Allowance and Alternate item, provide breakdown where any one item is in excess of one-half of 1% (0.5%) of contract value.
5. City will review the breakdown in conjunction with the approved progress schedule activities to ensure that the dollar amounts of the Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by City, City will accept this Schedule of Values for use. City shall be the sole judges of fair market cost allocations.
6. Any attempt to unbalance the distribution of overhead, profit, and other fixed costs, or to manipulate the cost breakdown in any way, or to increase the cost of early activities, i.e. "front loading," will be rejected by City, resulting in a complete reallocation of monies until such distortion is corrected. Repeated attempts of manipulation may result in suspension or termination of the Work or refusal to process progress payments, until such time as the Schedule of Values is acceptable to City.

C. Payment Requests

1. Form to be used: AIA G702 and G703.
2. For each item, provide a column for listing each of the following:

    a. Item Number.
    b. Description of work.
    c. Scheduled Values.
    d. Previous Applications.
    e. Work in Place and Stored Materials under this Application.
    f. Authorized Change Orders.
    g. Total Completed and Stored to Date of Application.

h. Percentage of Completion.
i. Balance to Finish.
j. Retainage.

3. 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.
4. On or before the twenty-fifth (25th) day of each month and upon receipt of City's approval of the updated schedule as required by Section 01 32 00, Contractor shall meet with the City Representative to measure and verify quantities of work completed which Contractor requests payment for. The Contractor shall submit to City two (2) copies of a request for payment for the cost of the Work put in-place at that time, along with one (1) copy of the City approved updated CPM schedule. Such requests for progress payments shall be based upon Schedule of Values prices of all labor and materials incorporated in the Work up until midnight of the last day of that one-month period, less the aggregate of previous payments. If Contractor is late submitting its payment request, that payment request may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's payment request being delayed for more than a day for day basis.
5. Payment requests may include, but are not necessarily limited to the following:

   a. Material, equipment and labor incorporated into the Work, less any previous payments for the same.

6. With each request for payment, Contractor shall fulfill all scheduling requirements of Document 00 72 00, "General Conditions," and Section 01 32 00 "Progress Schedules and Reports," including updates and revisions. In addition, a responsible officer of Contractor shall execute and submit the following certification shown below:

" I, _____(print name), being the _____ of _____ (Contractor), the undersigned Contractor, certifies that the Work covered by this request for payment (invoice) has been completed in accordance with the Contract Documents, and that the current progress payment (invoice) shown herein is accurate and now due. Contractor further certifies that all amounts have been paid by the Contractor for Work for which previous invoices for progress payments issued to and paid by the City. The Contractor declares under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached request for payment (invoice) and know its contents, and said request for payment is made in good faith; that it is supported by truthful and accurate data; that the amount requested accurately reflects the allowable

expenses incurred to perform the Work.

_____"

signature & date

7. No progress payment will be processed prior to City receiving the above certification and all requested and acceptable schedule update information.
8. With each request for payment, Contractor shall submit following as pre-requisite to its review as referenced in Document 00 72 00, "General Conditions.":

    a. Construction progress schedule, updated to current.
    b. Current construction photographs, updated to current.
    c. Partial release of liens from major subcontractors and vendors.
    d. Progress project record documents, updated to current.
    e. Affidavits and bonds attesting to off-site stored products, if any.
    f. Certified payroll records.
    g. Statement under False Claim Act.

9. Contractor shall submit fulfill all record document requirements of Section 01 78 39, "Project Record Drawings," including updates and revisions. An additional 10% of progress payment requests may be withheld in the event that the City determines that the job-site record drawings have not been kept up-to-date. Contractor also to submit the following pre-requisites for review of the Payment Application Request.
10. Each payment request shall list each Approved Change Order (See Section 01 26 00) executed prior to date of submission, including a description of the work activities.
11. Monthly progress payments shall be made based on total value of activities completed or partially completed, as determined by City with participation of Contractor, and based upon approved activity costs. Accumulated retainage will be shown as a separate item in payment summary. If Contractor fails or refuses to participate in construction progress evaluation with City, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to City.
12. If required by City, Contractor shall submit substantiating data as they relate to payment requests.

D. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. Notice to Proceed
2. List of subcontractors.
3. Schedule of values.
4. Contractor's construction schedule.

E. Progress Payments:

1. If it is determined that the payment request is not a proper payment request suitable for payment, City shall return it to the Contractor as soon as practicable, but no later than seven (7) days after receipt, together with a document setting forth in writing the reasons why the payment request is not proper. If City determines that portions of the payment request is not proper or not due under the Contract Documents, then City may approve the other portions of the payment request, and in the case of disputed items or defective work not remedied, may withhold up to 150% of the disputed amount from the progress payment.
2. The City will mail the progress payment to the Contractor within thirty (30) days from the date of receipt of the invoice in acceptable form, including copies of certified payroll, schedule updates, and progress payment certification. The City will pay to Contractor in manner provided by law, an amount equal to ninety-five percent (95%) (i.e., five percent (5%) retention) of City's estimate, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of City, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
3. Before any progress payment or final payment is made, Contractor may be required to submit satisfactory evidence that Contractor is not delinquent in payments to employees, subcontractors, suppliers, or creditors for labor and materials incorporated into Work. Prior to final payment by the City, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.
4. City reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of City, is not adequately and properly protected against weather and/or damage, prior to or following incorporation into the Work.
5. Granting of progress payment or payments by City, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.
6. When City shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by City from amount of next succeeding progress payment or from any other payment due or that may become due Contractor under Contract. If, on completion or termination of Contract, such payment due Contractor are found insufficient to cover City's charges against it, City shall have right to recover balance from Contractor or Sureties.

PART 2 – PRODUCTS

2.1 BREAKDOWN

The contract Lump Sum price paid for all bid items listed below shall be considered full compensation for furnishing all labor, materials, equipment, tools, and incidentals for all work involved including the removal, disposal, furnishing, and installation of any bid item listed below as specified in the Contract Documents and as directed by the City Engineer, and no separate payment shall be made.

BASE BID ITEMS

1. **Mobilization/Demobilization**: The contract lump sum prices paid for "Mobilization/Demobilization", "Add Alternative #1 – Mobilization/ Demobilization", "Add Alternative #2 - Mobilization/Demobilization," and "Add Alternative #3 - Mobilization/Demobilization" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved including, but not limited to, mobilization, demobilization, preparatory work and operations necessary for the movement of personnel, equipment, and supplies to and from the project sites as shown on the Contract Drawings and specified herein. No separate payment shall be made. The total lump sum shall not exceed 5% of the Total Base Bid.

2. **Traffic Control**: The contract lump sum price paid for "Traffic Control," "Add Alternative #1 – Traffic Control", "Add Alternative #2 – Traffic Control," and "Add Alternative #3 – Traffic Control", shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work involved including, but not limited to, preparation and implementation of traffic control plan, signage, flaggers, delineators, notice boards, barricades, adherence to Caltrans work hour constraints (see Appendix B), and notification flyers, as shown on the Contract Documents and specified herein. No separate payment shall be made.

3. **Demolition:** The contract lump sum price paid for "Demolition", "Add Alternative #2 – Demolition", and "Add Alternative #3 – Demolition," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved including, but not limited to, clear and grubbing, removal and off hauling of existing landscaping and hardscape features and other appurtenant to complete the improvements, as shown on the Contract Drawings and specified herein. No separate payment shall be made.

4. **Earthwork:** The contract lump sum price paid for "Earthwork", "Add Alternative #2 – Earthwork", "Add Alternative #3 – Earthwork" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved including, but not limited to, excavation,

backfilling, base compaction, and hauling of soil from site, as shown on the Contract Drawings and specified herein. No separate payment shall be made.

5. **Erosion Control:** The contract lump sum price paid for “Erosion Control”, “Add Alternative #2 – Erosion Control” , and “Add Alternative #3 – Erosion Control” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved including, but not limited to, installation of gravel bag dike, inlet protection, tree protection, and site cleaning, as shown on the Contract Drawings and specified herein. No separate payment shall be made.

6. **Cobble Stone Concrete Paving:** The contract unit price paid per each unit for “Cobble Stone Concrete Paving”, “Add Alternative #2 – Cobble Stone Concrete Paving,” and “Add Alternative #3 – Cobble Stone Concrete Paving” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work involved including, but not limited to, installation and cleaning of cobble stones, concrete paving, mortar setting, and any work related to complete this bid item, as shown on the Contract Drawings and specified herein. No separate payment shall be made.

7. **Red Lava Gravel:** The contract unit price paid per each unit for “Installation of Red Lava Gravel Paving” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work involved including, but not limited to, base compaction, furnish and installation of gravel, installation of weed barrier, and any work related to complete this bid item, as shown on the Contract Drawings and specified herein. No separate payment shall be made.

8. **Remove and Replace Median Concrete:** The contract unit price paid per square foot for “Remove and Replace Median Concrete” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work involved including, but not limited to, sawcutting, excavating, subgrade preparation, backfilling, hauling and disposal, compaction of aggregate base and subgrade, aggregate base, concrete, doweling, protecting median curb, staining concrete to match existing concrete, and any work related to complete this bid item, as shown on the Contract Drawings and specified herein. No separate payment shall be made.

9. **Remove Existing Irrigation BFP:** The unit price paid per each for “Remove Existing Irrigation BFP”, “Add Alternative #2 - Remove Existing Irrigation BFP,” and “Add Alternative #3 - Remove Existing Irrigation BFP” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved including, but not limited to, identify existing utilities, remove and off haul existing irrigation backflow

preventer, cap the waterline and protect existing meter box as shown on the Contract Drawings and specified herein. No separate payment shall be made.

10. **Remove and Replace Signs on New Post:** The unit price paid per each "Remove and Replace Signs on New Post", "Add Alternative #2 – Remove and Replace Signs on New Post", and "Add Alternative #3 – Remove and Replace Signs on New Post" shall include full compensation for furnishing all labor, materials, tool, equipment and incidentals for all work involved including, but not limited to, removing existing signs and post, installing new post and post base/foundation to match existing post type, and reinstalling existing signs on new post or posts as shown on the Contract Drawings and specified herein. Multiple signs on one post shall count as one unit of measurement. No separate payment shall be made.

11. **Repaint Existing Stained Concrete:** The unit price paid per square foot for "Add Alternative #1 - Repaint Existing Stained Concrete" and "Add Alternative #2 - Repaint Existing Stained Concrete" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work involved including, but not limited to, clearing and grubbing, removing vegetation/weed, power washing concrete, staining concrete, and any work related to complete this bid item, as shown on the Contract Drawings and specified herein. No Separate payment shall be made.

TECHNICAL SPECIFICATION

01 50 00 – TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SUMMARY

A. The Contractor shall provide all temporary facilities and utilities required for execution of the work, protection of employees and the public, protection of the work from damage by fire, weather or vandalism, and such other facilities as may be specified or required by any legally applicable law, ordinance, rule, or regulation.

B. Temporary facilities utilized on the project shall be in complete accordance with requirements set forth in the Caltrans Standard Specifications.

C. The Contractor shall keep the work site clean and free from rubbish and debris. Materials and equipment shall be removed from the site when they are no longer necessary on a daily basis as directed by the City's Representative. All cables, slings and other materials used to set the pipe and equipment shall be removed from the project site. Upon completion of the work and before final acceptance, the work site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance.

1.2 TEMPORARY FACILITIES

A. Electrical Service

i. The Contractor shall arrange, at its own cost, with the local utility to provide adequate temporary electrical service at a mutually agreeable location.

ii. The Contractor shall then provide adequate jobsite distribution facilities conforming to applicable codes and safety regulations.

iii. The Contractor shall provide, at its own cost, all electric power required for construction, testing, general and security lighting, and all other purposes whether supplied through temporary or permanent facilities.

B. Water

i. The Contractor shall pay for and shall construct all facilities necessary to furnish water for its use during construction.

ii. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water.

iii. The Contractor shall pay for all water used for the Contractor's operations prior to final acceptance.

C. Sanitary Conveniences

i. The Contractor shall provide suitable and adequate sanitary conveniences for the use of all persons at the site of the Work.

ii. Such conveniences shall include chemical toilets or water closets and shall be located at appropriate locations at the site of the Work.

iii. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters.

iv. At the completion of the Work, all such sanitary conveniences shall be removed, and the site left in a sanitary condition.

D. Telephone/Internet

i. The Contractor shall arrange, at its own cost, with the local utility to provide adequate temporary telephone or internet services for its use during construction.

ii. Contractor shall pay for all required services required for its own use as necessary.

1.3 CONSTRUCTION FACILITIES

A. Construction hoists, elevators, scaffolds, stages, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and move the loads to which they will be subjected. Railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.

B. Staging and Falsework

i. Temporary supports shall be designed by a professional registered engineer with an adequate safety factor to assure adequate load bearing capability. If requested by the City's Representative, the Contractor shall submit design calculations for staging and shoring prior to application of loads.

ii. Excavation support shall be in accordance with applicable codes and regulations.

C. Temporary Enclosures

i. When sandblasting, spray painting, spraying of insulation, or other activities inconveniencing or dangerous to property or the health of employees or the public are in progress, the area of activity shall be enclosed adequately to contain the dust, over-spray, or other hazard.

ii. In the event there are no permanent enclosures of the area, or such enclosures are incomplete or inadequate, the Contractor shall provide suitable temporary enclosures.

D. Warning Devices and Barricades

i. The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers.

ii. Such devices shall, as a minimum, conform to the requirements of Cal/OSHA.

E. Culvert Bypassing and Protection

i. The Contractor shall provide bypass and pumping facilities for any flowing culverts that encroach upon project trenching activities.

(a) Bypassing facilities will only be required in high risk situations to prevent flooding the trench. Culvert bypassing risk shall be at the sole discretion of the Contractor.

ii. Culvert bypassing systems shall be submitted to the Engineer for review prior to construction activities. Culvert bypassing plans shall provide, but not be limited to, the following information:

(a) Means of protecting culverts during trench construction activities.

(b) Construction means and methods describing culvert plugging, bypassing, and relocation of flowing water.

(c) List all equipment necessary to perform bypassing and culvert protection undertakings.

(d) Detail the bypass system's receiving stream crossing or drainage channel and the existing condition of the structure.

iii. Culvert crossings damaged during construction activities identified by the project Inspector shall be restored in kind by the Contractor at no additional cost to the City unless otherwise negotiated.

1.4 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

A. The Contractor shall be responsible for the protection of public and private property at and adjacent to the Work and shall exercise due caution to avoid damage to such property.

B. The Contractor shall repair or replace all existing improvements which are not designated for removal (e.g., curbs, sidewalks, survey points, fences, walls, signs, utility installations, pavements, structures, etc.) and are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

C. Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed because of the Contractor's operations,

they shall be restored or replaced in as nearly the original conditions and location as is reasonably possible. Lawns shall be re-seeded and covered with suitable mulch.

D. The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements within the right-of-way which are designated for removal or would be destroyed because of the Work.

1.5 ACCESS ROADS

A. Access roads shall be maintained to all storage areas and other areas to which frequent access is required. Similar roads shall be maintained to all existing facilities on the site of the Work to provide access for delivery of material and for maintenance and operation. Where such temporary roads cross buried utilities that might be injured by the loads likely to be imposed, such utilities shall be adequately protected by steel plates or wood planking, or bridges shall be provided so that no loads shall discharge on such buried utilities.

1.6 AIR POLLUTION AND DUST CONTROL

A. The Contractor at its expense shall take whatever steps, procedures, or means as are required to prevent abnormal dust conditions being caused by its operations in connection with the execution of the Work; and on any unpaved road which the Contractor or any of its subcontractors are using, excavation or fill areas, demolition operations, or other activities.

i. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to agencies having jurisdiction.

ii. Haul routes shall be kept visibly wet during excavation and hauling operations.

iii. Exposed stockpiles of soil and other backfill material shall be enclosed, have silt fencing, be covered, be watered regularly or have soil binders added to minimize erosion.

iv. Dust-producing activities shall be suspended when high winds create construction-induced visible dust plumes moving beyond the project site, in spite of dust control measures.

B. Unless the construction dictates otherwise, and unless otherwise approved by the City's Representative, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzle at least once each working day to keep paved areas acceptably clean whenever construction, including restoration, is incomplete.

i. If visible soil material is carried onto adjacent public streets, such streets shall be swept with water sweepers.

1.7 NOISE ABATEMENT

A. Operations at the Worksite shall be performed so as to minimize unnecessary noise.

B. Special measures shall be taken to suppress noise during night hours.

C. Noise levels due to construction activity shall not exceed the levels specified by local ordinance.

D. Internal combustion engines used on the Work shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

1.8 WORKING HOURS

A. Construction shall be allowed only between the hours of 7:00 a.m. and 7:00 p.m. on weekdays Monday through Friday unless otherwise approved in writing by the City's Representative. Work areas may be further limited in the Caltrans right-of-way based on the requirements of the Caltrans encroachment permit.

B. The Contractor shall be responsible for any inspection and additional administration costs incurred by the City, or its agents and representatives, for work by the Contractor outside the hours defined in General Conditions 00 72 13. Such costs shall be withheld from the succeeding monthly progress payment. Any work specifically required to be performed outside the normal working hours is excluded from the provisions of this paragraph.

C. The Contractor shall notify the City's Representative at least 72 hours prior to any work outside the normal working hours defined above, on weekends or holidays.

1.9 DRAINAGE CONTROL

i. In all construction operations, care shall be taken not to disturb the existing drainage pattern whenever possible.

ii. Particular care shall be taken not to direct drainage water onto private property. Drainage water shall not be diverted to streets or drainage ways inadequate for the increased flow.

iii. Drainage means shall be provided to protect the Work and adjacent facilities from damage due to water from the site or due to altered drainage patterns from construction operations.

iv. Temporary provisions shall be made by the Contractor to insure the proper functioning of gutters, storm drain inlets, drainage ditches, culverts, irrigation ditches, and natural water courses.

1.10 STORMWATER POLLUTION PREVENTION

A. Erosion & Dust Control

i. To reduce potential water-borne erosion impacts, the Contractor shall incorporate the following best management practices into the project:

(a) Erosion control measures to reduce post-construction erosion, such as re-vegetation with local native plant species and installation of appropriate slope protection.

(b) Provide and maintain all necessary erosion and sediment control measures throughout the construction period as required to minimize stormwater pollution control from the Contractor's work area. Erosion and sediment control measures may include, but are not limited to, straw bale dikes, sand bag dikes, silt fences, drainage swales, pipe drains, sediment traps, protective sheets, jute matting, hydro-seeding, and appropriate surface contouring. The Contractor shall notify the City's Representative if erosion and sediment control measures do not operate properly and shall take all necessary protective action.

(c) The Contractor shall secure erosion control devices at the end of each work shift during the period from November 1 to April 30, or when rain is forecast prior to the next workday.

(d) Grading activities shall be prohibited during the period when rain is falling, and runoff is observed at the site. The Contractor shall immediately secure the site for erosion control and storm water runoff.

(e) Prepare drainage ways that handle concentrated or increased runoff from disturbed areas by using riprap or other lining materials to control erosion.

(f) Reduce erosion by limiting the area and time of exposure, and by the provision of diversion channels.

(g) Use temporary plant cover, mulching, and/or structures to control runoff and protect areas subject to erosion during construction.

(h) Minimize soil exposure during the rainy season by proper timing of grading and construction and be prepared to shut down all earthwork if heavy precipitation occurs.

(i) Have erosion control equipment and materials on site if needed in an emergency to quickly construct temporary collectors, diversion channels, intercept drains, berms, dikes or filters.

ii. Grading and permits and the appropriate environmental clearances shall be obtained by the Contractor prior to any export of materials off site.

1.11 CONSTRUCTION CLEANING

A. The Contractor shall, at all times, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the Work. All surplus material shall be removed from the site immediately after completion of the work causing the surplus materials. Upon completion of the construction, the Contractor shall remove all temporary structures, rubbish, and waste materials resulting from its operations.

1.12 DISPOSAL OF MATERIAL

A. The Contractor shall make arrangements for disposing of materials outside the Site and the Contractor shall pay all costs involved.

i. The Contractor shall first obtain permission from the property owner on whose property the disposal is to be made and absolve the City from any and all responsibility in connection with the disposal of material on said property.

ii. When material is disposed of as above provided, the Contractor shall conform to all required codes pertaining to grading, hauling, and filling of earth.

1.13 PARKING AND STORAGE AREAS

A. All stockpiled materials and parked equipment at the job site shall be located to avoid interference with private property and to prevent hazards to the public.

B. Locations of stockpiles, parking areas, and equipment storage must be approved by the City's Representative.

1.14 CULTURAL RESOURCES PROTECTION

A. If historical, archeological or paleontological artifacts are discovered, all work must stop in the immediate vicinity. The Contractor shall protect the discovered items, notify the City’s Representative, and comply with applicable law.

B. If human remains are discovered, all work must stop in the immediate vicinity of the find, and the County Coroner must be notified, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California’s Health and Safety Code.

C. If the remains are determined to be Native American, the coroner will notify the Native American Heritage Commission, and the procedures outlined in CEQA Section 15064.5(d) and (e) shall be followed.

1.15 PROJECT SIGN

A. The Contractor shall provide, install and maintain for the duration of the project a project sign as designated below. The sign shall be installed where directed by the City’s Representative.

i. 36” x 60” exterior grade plywood, minimum 3/4" thick

ii. Two coats exterior quality paint for background, one coat exterior quality paint for lettering.

iii. Erect supports and framing on secure foundation, rigidly braced and framed to resist loadings. Install sign surface plumb and level; anchor securely.

iv. Colors of sign shall be as designated by the City's Representative.

v. Remove sign at the end of the project.

B. Contents of Project Sign

i. Firm responsible for project construction with a 24-hour telephone number. Letter size: 2 inches high.

ii. Purpose of project: (nature of work) Letter size: 4 inches

iii. Limits of work

iv. Start Date and Completion Date. Letter Size: 2 inches

v. City of Milpitas Logo in the upper left corner (12-inch round) as provided by the City

**** END OF SECTION ****

01 55 26 – TRAFFIC CONTROL

PART 1 -- GENERAL

1.1 SCOPE

A. The Contractor shall furnish all labor, materials, equipment, tools, and services necessary to provide access to the motorists and pedestrians; and adequately safeguard the workers and public from construction hazards with a minimum of inconvenience.

B. Work includes but is not limited to the following:

i. Preparation and/or update of Traffic Control Plans and obtaining approval of Traffic Control Plans from Caltrans and the City if the contractor elects to make any deviation from the approved Traffic Control Plans. It is the Contractor's sole responsibility to submit and seek approval from authority agency.

ii. Erections and removal of temporary construction signs.

iii. Installation and removal of temporary traffic control devices, including barriers, barricades, changeable message boards.

iv. Coordinating work with all agencies having jurisdiction.

1.2 REFERENCE STANDARDS

A. The Contractor shall comply with guidelines excluding payment sections of the latest editions of the following reference standards:

i. California Manual on Uniform Traffic Control Devices.

ii. Caltrans Standard Specifications

iii. Caltrans Standard Plans

iv. CAL/OSHA, State of California Construction Safety Orders.

(a) Section 1599, Traffic Control for Public Streets and Highways.

(b) Section 1599, Flaggers

v. OSHA, Code of Federal Regulations.

(a) Title 19, Part 1926, Construction Safety Health Regulations

(b) Title 29, Part 1910, Occupational Safety and Health Standards

B. In case of conflict between the above reference standards and the specifications contained herein, these specifications shall take precedence and be used in lieu of such conflicting portions.

1.3 SUBMITTALS

A. The Contractor shall provide submittals in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.

B. The Contractor shall at minimum submit the following:

i. Traffic Control Plans shall conform to Standard Specification Section 12-4.02, TRAFFIC CONTROL SYSTEMS, and Section 5-1.20B, PERMITS, AND LICENSES, AND CERTIFICATIONS, and be submitted for review and approval at least twenty-one (21) calendar days prior to work.

ii. Traffic Control Plans shall contain, but not be limited to, location, placement, duration, monitoring schedule and movement of all traffic control devices and bypass piping including, but not limited to, signs, signals, pedestrian and vehicle ramps, barricades, k-rails, and lighting.

C. The Contractor shall submit traffic control plans for each phase of work within a City right-of-way or easements along with an Encroachment Permit. The Contractor will allow for a 15-day review period.

1.4 QUALITY ASSURANCE

A. Traffic Control Plans shall be prepared by a California licensed Civil or Traffic Engineer. The Traffic Engineer who prepared the Traffic Control Plans shall be available at any time during the life of the contract to modify the Traffic Control Plans if and as required by the agency having jurisdiction.

B. No changes or deviations from the approved Traffic Control Plans shall be made, except temporary changes in emergency situations, with prior approval of the Traffic Engineer, the Engineer, and all agencies having jurisdiction.

C. Immediately notify the Traffic Engineer, the Engineer, and the agencies having jurisdiction of occurrences that necessitate modification of the approved Traffic Control Plans.

1.5 TRAFFIC CONTROL

A. Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alleyway, or parking area during the performance of the work hereunder, and the Contractor shall conduct its operations so as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas.

B. No streets or lane closures of any duration (temporary or permanent) shall occur without first obtaining permission of the Engineer and agency (or agencies) having jurisdiction.

C. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise provided or shown. Toe boards shall be provided to retain excavated material if required by the Engineer or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to assure the use of sidewalks and the proper functioning of all gutters, storm sewer inlets and other drainage facilities.

D. For the protection of traffic in public or private streets and ways, the Contractor shall provide, place and maintain all necessary barricades, traffic cones, warning signs, lights and other safety devices in accordance with requirements of the agency having jurisdiction or the California Manual of Uniform Traffic Control Devices whichever is stricter.

E. Contractor shall take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be turned on from sunset until sunrise. The Contractor shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdiction.

F. No work will be allowed in public right-of-way until the Contractor obtains written approval of the proposed Traffic Control Plans from agencies having jurisdiction.

1.6 STREET CLOSURE REQUIRED NOTIFICATION

A. When street closure is required or permitted for the construction of facilities on or under the street, the Contractor shall notify in writing, the occupants of all homes and businesses with access to that street of the proposed closure at least ten (10) Working Days prior to road closures or disruption of ingress and egress.

B. The notice provided to the residences or businesses shall include, at a minimum, schedule of closures and/or parking restrictions with estimated closure and/or parking restriction times, closure and/or parking restriction location, alternate route or detour, and name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

C. The Contractor shall be prepared to make access available at any time during the day to emergency type vehicles or pre-arrange alternative locations for non-emergency vehicles and operations. At a minimum the following agencies must be notified.

i. Fire Department

ii. Police Department

iii. Sheriff Department

iv. Emergency ambulance companies

v. Waste Management and Recycling

D. Unless otherwise specifically approved by the Engineer all street closures and/or parking restrictions shall be adequately restored to allow all marked lanes of traffic to be open on all major streets in each direction during the peak traffic hours of 7:00 a.m. to 8:00 a.m. and 3:30 p.m. to 6:00 p.m.

E. During the first Friday after Thanksgiving and the last twenty-four (24) Calendar Days of December, the Contractor shall not close any traffic lanes on a major street except for an emergency and when the Contractor submits a written request two (2) Working Days in advance, and the Contractor receives written permission from the Engineer.

F. If, for an emergency, the Contractor is required to close a lane on a major street during peak traffic hours or during the last twenty-four (24) Calendar Days of December, the Contractor shall immediately notify the City Construction Inspection office.

PART 2 PRODUCTS

2.1 TRAFFIC CONTROL DEVICES

A. All traffic control devices shall conform to the provisions in the California Manual of Traffic Control Devices and the agency having jurisdiction.

B. Included, but not limited to, are flag units, construction signs, channelizing devices, barricades, delineators, and lighting devices.

C. A high-level warning device is required for use on major streets at the direction of the Engineer, when a lane is closed, or work encroaches in a lane of traffic or when barricades are placed in a moving lane of traffic. A single barricade shall not be placed alone in the traveled way.

D. Use of flashing arrow signs is required on major (four or more lanes) streets for lane closures during hours of darkness and for all lane closures lasting more than two (2) hours.

E. All signs which are to convey their messages during darkness shall be reflectorized or illuminated.

F. No signs or supports shall bear any commercial advertising.

PART 3 EXECUTION

3.1 ACCESS TO ADJACENT PROPERTIES

A. Provide and maintain access to adjacent properties at all times. The Contractor shall notify homeowners/occupants along the proposed construction route.

3.2 STREET OR PERMANENT LANE CLOSURE

A. If closure of any street is required during construction, a formal application for a street closure shall be made to the authority having jurisdiction at least thirty (30) calendar days prior to the required street or permanent lane closure for approval and to determine necessary sign and detour requirements.

3.3 TRAFFIC COORDINATION WITH OTHER CONTRACTORS

A. The Contractor shall coordinate the traffic routing work with that of other forces working in the same or adjacent areas.

3.4 CONSTRUCTION PARKING CONTROL

A. Curb parking shall be removed in accordance with the Traffic Control Plan. Removal of curb parking shall be minimized.

B. The Contractor shall make arrangements directly with local authorities to keep the working area clear of parked vehicles.

C. The Contractor may prohibit stopping in parking lanes where and when necessary, in order to gain access to the work to provide the required traffic lanes in city streets and parking areas.

D. The Contractor shall coordinate with the agency having jurisdiction and the City for the location of “No Stopping” and “No Parking” signs.

E. At least one (1) week in advance of construction, the Contractor shall furnish and place, where approved by the City and the Engineer, portable “TOW AWAY – NO STOPPING” signs. The dates and times of parking removal shall be posted on the signs.

F. The Contractor shall notify the policing agency having jurisdiction of all parking violators who require tow away from construction areas.

G. Construction equipment not actively engaged in the work and employee vehicles shall not be parked in the vicinity of the work in such a manner as to further restrict or obstruct traffic flow. Vehicles and equipment in continuous or frequent use may be operated or parked in the same traffic lane as the work obstruction.

3.5 CONSTRUCTION SIGNAGE

A. All construction area signs shall conform to Section 10.06(F), Construction Signs, of the City General Provisions.

B. Sign spacing shall conform to the California Manual of Traffic Control Devices.

C. Signs normally shall be installed 14 calendar days before work is to commence and must be removed immediately after work is complete. If at any time a sign is not required, it shall be covered or removed.

D. The Contractor shall be responsible for the placement of advisory signs to inform the public of any street closure, detour, or construction affecting traffic at least 7 days before the closure or other significant disruption of normal traffic flow.

E. Existing roadside signs conflicting with the construction area signs shall be either removed and reset upon completion of work or securely covered.

3.6 ILLUMINATION

A. Provide sufficient visibility on a 24-hour basis to approaching traffic whenever a street is closed partially or completely. Ensure that sufficient illumination is provided by means of portable flashing beacons, floodlights, or other similar devices. Mount all lighting fixtures in a manner which precludes glare to approaching traffic.

B. Arrow boards or other traffic control devices and lighting which will operate outside of the normal working hours shall be battery-operated. The use of gas-fired generators during nonworking hours will not be allowed.

3.7 FLAGGING

A. Flaggers shall be required:

i. When workers or equipment intermittently block a traffic lane

ii. When trucks or equipment enter or leave the work site from an adjacent traffic lane.

iii. Where Plans or permits allow the use of one lane for two directions of traffic.

iv. Wherever the safety of the public and/or workers determine there is a need.

B. Flagging shall be carried out in accordance with California Manual of Uniform Traffic Control Devices. All flagging costs shall be considered as included in pay items for traffic control.

3.8 PEDESTRIAN SAFETY

A. The Contractor shall maintain safe and adequate pedestrian zones and public transportation stops as well as provide pedestrian crossings at intervals not to exceed 300 feet within the work zone.

B. When the construction area crosses a crosswalk, the crosswalk shall be barricaded and signed accordingly.

3.9 TRAFFIC HANDLING AT SPECIFIC LOCATIONS

A. The Contractor shall maintain the full visibility and function of all school safety signing and striping within the work area. Additional temporary safety striping and signage shall be installed if deemed necessary by the agency having jurisdiction.

3.10 VEHICULAR AND PEDESTRIAN RAMPS

A. The Contractor shall provide and maintain ramps as shown on Plans or required by the Resident Engineer. Pedestrian ramps shall meet Americans with Disabilities Act requirements.

3.11 BARRICADING OPEN TRENCHES

A. Any excavation permitted by the City to be left open shall be barricaded with Type II or Type III barricades with flashers. Signs stating “OPEN TRENCH” shall be posted when requested by the City. All open excavated areas shall be barricaded with at least two (2) Type III barricades at the end of the excavation that faces oncoming traffic.

B. Any excavation within four (4) feet of the traveled way, not protected by K-rail or a similar traffic control barrier approved by the City, shall be backfilled at the end of the work shift or plated.

**** END OF SECTION ****

01 57 13 – STORM WATER POLLUTION PREVENTION

1.1 SCOPE

A. Furnish all materials, labor, tools, and equipment to perform all storm water pollution prevention measures and erosion control devices as shown on the plans and as specified herein including, but not necessarily limited to, the following:

1. Material and waste management
2. Spill prevention and control
3. Vehicle and equipment cleaning, maintenance, and fueling
4. Contractor training and awareness
5. Construction activity specific requirements
6. Storm drains inlet protection
7. Fiber rolls

B. Related work specified elsewhere:

1. Demolition – Section 02 41 13
2. Clearing and Grubbing – Section 31 11 00
3. Earthwork and Grading – Section 31 22 00

1.2 WORK INCLUDED

A. The goal of these requirements is to prevent the pollution of storm water run-off on construction projects by keeping pollution out of storm drains, reducing the exposure and discharge of materials and wastes to storm water, and by reducing erosion and sedimentation. Storm drains discharge run-off directly into creeks and other natural water bodies. Discharge of run-off without treatment is NOT permitted.

B. Adhere to the requirements of this Section.

1.3 GENERAL REQUIREMENTS

A. The following requirements shall be met on all projects.

1. Non-hazardous Material/Waste Management

a. Designated Areas: Identify designated areas of the project site that are suitable for material delivery, storage, and waste collection, and submit the proposed areas to the City's Representative for approval. To the maximum practicable extent, these areas shall be near construction entrances and away from catch basins, gutters, drainage courses and creeks.

2. Granular Material: Store granular material at least 10 feet away from catch basins and curb returns. Prevent granular material from entering storm

drains or creeks. When rain is forecast within 24 hours or during wet weather, cover granular material with a tarpaulin and surround the material with sandbags.

a. Dust Control: Dust control shall be in accordance with Section 10, “Dust Control” of the Caltrans Standard Specifications (CSS), Caltrans Standard Specifications (CSS), current edition.
b. Street Sweeping: At the end of each working day, or as directed by the Inspector, clean and sweep roadways and on-site paved areas to remove materials attributed to or involved in the work. Water shall not be used to flush down streets in place of street sweeping.
c. Recycling: Recycle aggregate material, asphalt concrete, and Portland Cement concrete at an approved recycling site.

    1) SRDC, 199 Seaport Blvd, Redwood City, CA 94063, (650) 641-3082
    2) For additional information, contact the City of Milpitas Solid Waste Unit at (408) 586-3352.

d. Disposal: At the end of each working day, collect all scrap, debris and waste materials and dispose of such materials properly. Inspect dumpsters for leaks and contact trash hauling contractors to replace or repair dumpsters that leak. Arrange for regular waste collection before dumpsters overflow.

3. Hazardous Material/Waste Management:

a. Storage: Label and store all hazardous materials, such as pesticides, paints, thinners, solvents and fuels, and all hazardous wastes, such as waste oil and anti-freeze. Store all hazardous materials and all hazardous waste according to all local City Regulations. Keep an accurate up-to-date inventory of hazardous material and hazardous wastes stored on-site to assist emergency response personnel if there is a hazardous material incident.
b. Usage: When rain is forecast within 24 hours or during wet weather, do not apply chemicals in outside areas. Do not over apply pesticides or fertilizers, and follow material manufacturer’s instructions regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals.
c. Disposal: Arrange for regular hazardous waste collection to comply with time limits on storage of hazardous waste. Dispose of hazardous waste only at authorized and permitted Treatment, Storage and Disposal Facilities. Use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be transported are below applicable threshold limits for transportation specified in State and Federal Regulations. For additional information, contact County of Santa Clara Hazardous Materials Compliance Division at (408) 918-3400).

4. Spill Prevention and Control:

   a. Keep a stockpile of spill clean-up materials, such as rags or absorbents, readily accessible on-site.
   b. Immediately contain and prevent leaks and spills from entering storm drains, and properly clean-up and dispose of the waste and clean-up materials. If the waste is hazardous, handle the waste as described in Section 1.3A, 3c above.
   c. Prevent spilled materials from being washed into streets, gutters, storm drains, or creeks, and never bury spilled hazardous materials.
   d. Report any hazardous materials spill to the City's Representative.

5. Vehicle/Equipment Cleaning:

   a. Vehicle or equipment cleaning shall not be performed on-site or in the street using soaps, solvents, degreasers, steam cleaning equipment or equivalent methods.
   b. Vehicle or equipment cleaning shall be performed with water only, in a designated, bermed area that does not allow rinse water to run off-site or into streets, gutters, storm drains or creeks.

6. Vehicle/Equipment Maintenance and Fueling:

   a. Maintenance and fueling of vehicles or equipment shall be performed in a designated bermed area, or over a drip pan that does not allow storm water run-off of spills.
   b. Use secondary containment, such as a drip pan, to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed or poured.
   c. Keep a stockpile of spill clean-up materials, such as rags or absorbents, readily accessible on-site.
   d. Clean-up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and clean-up materials as hazardous waste, as described in Section 1.3A, 3c above.
   e. Do not wash any spilled material into streets, gutters from drains, or creeks, and never bury spilled hazardous material.
   f. Report any hazardous materials spill to the City's Representative.
   g. Inspect vehicles and equipment arriving on-site for leaking fluids and promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made.
   h. Recycle waste oil and anti-freeze to the maximum practical extent.
   i. Comply with all Federal, State and City requirements for aboveground storage tanks.

7. Contractor Training and Awareness:

a. The Contractor shall train all employees/subcontractors on the storm water pollution prevention requirements contained in these Specifications.
b. Inform subcontractors about the storm water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.
c. Post warning signs in areas treated with chemicals.
d. Paint new catch basins, constructed as part of the project, with “No Dumping."

B. Activity Specific Requirements: The following requirements shall be met on all projects that include the listed activities.

1. Dewatering Operation

a. Sediment Control: Route water through a control measure, such as a sediment trap, sediment basin trap, or sediment basin, to remove settleable solids before discharge to the storm drain system. Approval of the control measure shall be obtained in advance from the Inspector. Filtration of the water following the control measure may be required on a case-by-case basis. If the Inspector determines that the dewatering operation would not generate an appreciable amount of settleable solids, the control measure requirement may be waived. Reuse water for other needs, such as dust control or irrigation, to the maximum practicable extent.
b. Contaminated Groundwater: If the project is within an area of known groundwater contamination, then water from dewatering operations shall be tested before discharge. If the water quality meets Regional Water Quality Control Board (RWQCB) standards, then it may be discharged to the storm drain system. Otherwise, the water must be treated or hauled off-site for proper disposal.

2. Paving Operations

a. Project Site Management: When rain is forecast within 24 hours or during wet weather, the Inspector may prevent the Contractor from paving. The Inspector may direct the Contractor to protect drainage courses by using control measures, such as earth dikes, straw bales, and sand bags, to divert run-off or trap and filter sediment. Place drip pans or absorbent material under paving equipment when not in use. Cover catch basins and manholes when paving or applying a seal coat or tack coat.
b. Paving Waste Management: Do not sweep or wash down excess sand or screenings (placed as part of a sand seal, chip seal or to absorb excess oil) into gutters, storm drains or creeks. Instead, either collect the sand and screenings and return it to the stockpile, or dispose of it in a trash container. Do not use water to wash down fresh asphalt concrete pavement.

3. Saw Cutting

a. During saw cutting, cover or barricade catch basins using control measures such as filter fabric, straw bales, sandbags, and fine gravel dams, to keep slurry out of the storm drain system. When protecting a catch basin, ensure that the entire opening is covered.
b. Shovel, absorb, or vacuum saw cut slurry, and pick-up waste before moving to the next location or at the end of each working day, whichever is sooner.
c. If saw cut slurry enters catch basins, remove the slurry from the storm drain system immediately.

4. Contaminated Soil Management

a. On all projects involving grading or excavation, look for contaminated soil as evidence by site history, discoloration, odor, differences in soil properties, abandoned underground tanks or pipes, or buried debris. If the project is not within an area of known soil contamination and no evidence of soil contamination is found, then testing of the soil shall only be required if directed by the Inspector. If soil contamination is found, then Soil from grading or excavation operations shall be tested. The soil shall be managed as required by the Inspector.

5. Concrete, Grout and Mortar Waste Management

a. Material Management: Store concrete, grout and mortar away from drainage areas and ensure that these materials do not enter the storm drain system.
b. Concrete Truck/Equipment Wash Out: Do not wash out concrete trucks or equipment into streets, gutters, storm drains or creeks. Perform wash out of concrete trucks or equipment off-site or in a designated area on-site where water will flow onto dirt or into a temporary pit in a dirt area. Let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, then collect the wash water and dispose of it off-site.
c. Exposed Aggregate Concrete Wash Water: Avoid creating run-off by draining water from washing of exposed aggregate concrete into a dirt area. If a suitable dirt area is not available, then filter the wash water through straw bales, or an equivalent material, before discharging it into the storm drain system. Collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in a trash container.

6. Painting

a. Painting Clean-up/Designated Area: Conduct cleaning of painting equipment and tools in a designated area that will not allow run-on of storm water or run-off of spills. Prevent wash water from cleaning of painting equipment and tools from entering into streets, gutters, storm drain or creeks.

b. Water-Based Paint: Remove as much excess paint as possible from brushes, rollers and equipment before starting clean-up. To the maximum practicable extent, dispose of wash water from aqueous cleaning of equipment and tools to the sanitary sewer. Otherwise, direct wash water onto a dirt area and spade in.

c. Oil-Based Paint: Remove as much excess paint as possible from brushes, rollers and equipment before starting clean-up. To the maximum practicable extent, filter paint thinner and solvents for re-use. Dispose of waste thinner and solvent and sludge from cleaning of equipment and tools as hazardous waste, as described in Section 1.3A, 3c above.

d. Material/Waste Management: Store paint, solvents, chemicals and waste materials in compliance with all City Hazardous Materials Storage Regulations and all applicable State and Federal regulations. Store these materials in a designated area which will not allow run-on of storm water or run-off of spills. Dispose of excess thinners, solvents, oil and water-based paint as hazardous waste. Dispose of dry, empty paint cans/buckets, old brushes, rollers, rags and drop cloths in the trash.

7. Earthwork

a. Maximize the control of erosion and sediment by using the BMPs for erosion and sedimentation described in the California Storm Water Best Management Practice Handbook - Construction Activity and as noted on the Erosion Control Plan.

**** END OF SECTION ****

02 41 13 – DEMOLITION

PART 1 – GENERAL

1.1 SCOPE

A. Furnish all materials, labor, tools, and equipment to perform all demolition and disposal activities as shown on the plans and as specified herein including, but not necessarily limited to, the following:

1. Clearing and grubbing
2. Landscape removal
3. Stockpiling
4. Other miscellaneous demolition items

B. Related work specified elsewhere:

1. Clearing and Grubbing – Section 31 11 00
2. Earthwork and Grading – Section 31 22 00

1.2 REVIEW

A. Contractor shall review with the City's Representative the exact limits of work and extent of materials to be removed.

1. Examine site and structures and determine exact nature and status of structural elements and utilities prior to commencing demolition.
2. City assumes no responsibility for actual condition of items or structures to be demolished.

1.3 STANDARDS

A. All work shall conform to ANSI A10.6, Safety Requirements for Demolition Operations and to the codes and regulations of the City.

1.4 SCHEDULE

A. Submit schedule indicating proposed methods and sequence of operations for demolition work for review prior to commencement of work. Include coordination with utilities companies for shut-off, capping, and continuation of utility services as required.

PART 2 – <u>NOT USED</u>

PART 3 – <u>EXECUTION</u>

A. Provide a minimum of 72 hours advance notice of demolition activities.

B. Protection: Provide temporary barricades and other forms of protection as required to protect general public from injury due to the demolition work. Provide protective measures as required to provide free and safe passage of general public.

C. Environmental Controls: Use recycled water, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.

D. Demolition: Perform demolition work in a systematic manner. Use methods required to complete work indicated on the plans in accordance with demolition schedule and governing regulations. Conduct demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

E. Traffic: Do not close, block or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

F. Clean-up: Remove debris, rubbish and other materials resulting from demolition operations from project site. Transport and legally dispose of materials off site.

G. Damages: Promptly repair damages caused to adjacent facilities by demolition work at no cost to the City.

3.2 STOCKPILING

A. All spoil generated from the demolition shall be disposed of offsite. Any stockpile that was not overhauled by end of day, shall be covered properly.

3.3 CLEARING AND GRUBBING

A. Strip the site of all remaining materials not to remain as part of the finished work. All such materials shall be legally disposed of off-site at the Contractor's expense, except as otherwise noted on the plans. Items to be disposed of off-site include but are not limited to the following: turf, trees, weeds, roots and other organic material, wood and trash.

B. Strip and remove weeds and trash from unpaved areas to be improved. Leave intact ornamental shrubs and trees as identified by the City’s Representative. The contractor shall protect surrounding areas from damage by equipment or construction operations.

C. All edges of existing paving to remain shall be sawcut in a neat and clean manner.

D. Where any marked or unmarked utility lines or other underground obstruction or piping may be encountered within the work area, notify the City’s Representative or the agencies or service utility companies having jurisdiction thereof, and take

necessary measures to prevent interruption of service (if live). Should such lines or service be damaged, broken, or interrupted, those services shall be repaired immediately and restored by the Contractor at the Contractor's own expense.

E. Abandoned lines, meters and boxes, obstructions or piping shall be removed, plugged or capped in accordance with the requirements and approval of the agencies affected. It shall be the responsibility of the Contractor to ascertain whether any public facilities exist along the line of work, whether or not shown on the plans; and the Contractor shall, at the Contractor's expense, do any necessary work to save from damage all such property in or adjacent to the work, and shall repair all damage thereto caused by the Contractor's operations.

3.4 Disposal

A. Remove surplus obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off the Owner's property.

**** END OF SECTION ****

31 11 00 – CLEARING AND GRUBBING

PART 1 – GENERAL

1.1 SCOPE

A. Clearing and grubbing consists of furnishing transportation, labor, materials, and equipment to:

i. Remove and dispose of all rubbish, debris, and other objectionable material from within the limits of the project as specified.

ii. Strip the entire area within the limits of work of trees, shrubs, weeds, and other vegetative growth of any nature, unless otherwise shown as Protect In Place, and disposal of same.

iii. Grub the entire area within the limits of work of all roots and vegetative material to the full depth of the root system, and disposal of same.

iv. Provide dust alleviation and control during the course of the work.

v. Comply with any required abandonment of system facilities, including cutting, capping and slurry filling of abandoned pipelines.

vi. Provision of all materials, equipment and apparatus not specifically mentioned herein or noted on the plans, but which are obviously necessary to complete the work specified.

vii. Comply with any required salvage of existing facilities.

B. Implementing measures to prevent air pollution during clearing, grubbing and during construction activities in accordance with Federal, State, and local regulations.

1.2 References

A. State of California Department of Transportation Standard Specifications (SS):

B. California Air Resources Board, CARB 2003a. California Ambient Air Quality Standards

PART 2 – PRODUCTS

2.1 Recycled Water shall be available to the Contractor for dust control as specified herein. Dust suppressants other than water shall not be utilized.

PART 3 – EXECUTION

3.1 PERFORMANCE

A. Clearing and grubbing shall be in accordance with all applicable state and local requirements.

3.1 Clearing

A. Remove and dispose of shrubs, brush, limbs, and other vegetative growth. Remove all evidence of their presence from the surface, including sticks and branches greater than two (2) inches in diameter or thickness. Remove and dispose of trash piles, rubbish, and fencing.

B. Protect trees, shrubs, vegetative growth, and fencing not designated for removal.

3.2 Grubbing

A. Remove and dispose of wood or root matter below the ground surface remaining after clearing, including stumps, trunks, roots, or root systems greater than 2 inches in diameter or thickness, to a depth as specified on the drawing. Weed removal shall be accomplished by method(s) that result in complete removal of the weed. Method used must be approved by the Engineer. Surface and crack cleaning shall be accomplished by sweeping, and not by air blowers.

3.3 Spoil resulting from clearing, grubbing, and stripping operations shall be removed from the entire limits of work and properly disposed of by the Contractor. Materials resulting from clearing, grubbing, and stripping operations shall become the property of the Contractor, to be properly removed from the work site and disposed of from the project site in a lawful manner, at no additional expense to the contract.

3.4 Furnish, install, maintain, and operate necessary control measures and other equipment necessary to prevent dust. Temporary measures shall be to Contractor's own design and Contractor shall be solely responsible for risks related to the management of dust control during construction.

**** END OF SECTION ****

31 22 00 – EARTHWORK AND GRADING

PART 1 – GENERAL

1.1 SCOPE

A. Furnish all materials, labor, tools, and equipment to perform all earthwork and grading as shown on the plans and as specified herein including, but not necessarily limited to, the following:

1. Stockpile
2. Rough grading operations
3. Establish subgrade elevations
4. Subgrade compaction

B. Related work specified elsewhere:

1. Demolition – Section 02 41 13
2. Site Concrete – Section 32 13 13

1.2 STANDARDS

A. Unless otherwise shown or specified, all materials and methods shall conform to the most current Section 19 “Earthwork” of the State of California, Department of Transportation, Caltrans Standard Specifications (CSS) as they reasonably apply to this work, except for measurement and payment requirements.

1.3 QUALITY CONTROL

A. Submit a one-gallon sample of the proposed fill material for testing and review by the Geotechnical Engineer at least two (2) weeks prior to proposed use on site. No material shall be used unless approved by the Geotechnical Engineer retained by the City.

B. Compaction Test Method: Where referred to in these specifications, "compaction" or "relative compaction" shall mean the in-place dry density of soil expressed as a percentage of the maximum dry density of the same material as determined by ASTM D-1557-02e1.

C. The City will provide compaction testing as required to confirm compliance with these specifications and plans. All costs of such testing will be borne by the City, except as specified under paragraph 1.3B, 3 above.

1.4 LAYOUT AND GRADING CONTROL

A. Grade the site to the tolerances shown.

B. The Contractor shall engage the services of a City-approved Land Surveyor licensed in California to layout the work. This Surveyor shall certify that the work is

completed in a manner that the City can check for conformance as the work progresses.

C. Tolerances: Site grading shall be to the elevations shown on the plans, plus or minus 0.1 foot vertically.

D. Dewatering: No soil shall be compacted during periods of rain or when the ground is not drained of all free water. Soil that has been stockpiled and wetted by rain or by any other cause shall not be compacted until it is completely drained and until the moisture content is within the limits approved by the City.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Existing material may be used for fill after removal of all debris, and after being moisture-conditioned, if it meets the criteria in paragraph B below.

B. Soil imported to the site and used for compacted fill shall be free of perishable organic material, and shall meet the following requirements:

1. Physical: 100% passing 4-inch size, 10 to 75% passing the No. 200 sieve. Plasticity Index of 12 maximum when tested in accordance with ASTM D 4318 75.
2. Chemical: Salinity Limit (ECe) saturation extract of 4.0 sodium (SAR) limit of less than 8.0.
3. Boron: Saturation extract concentration less than 1.0 ppm.

C. Minor quantities of material not meeting the above gradation may be mixed and blended with other on-site material if the resulting mixture conforms to the specifications. If the quantity of material not in conformance with the specifications becomes excessive in the opinion of the Geotechnical Engineer, it shall be removed from the site.

PART 3 – EXECUTION

3.1 ROUGH GRADING

A. Prior to commencement of site grading work, the Contractor shall notify the City's Representative that the site has been cleared. The City's Representative shall have sufficient time to review the site. Site grading shall not commence until the City's Representative has completed review of the site and the City has given approval to proceed.

B. Perform all cut and fill required to bring the site to the grades indicated, with proper allowances for finish materials such as paving and base. Prior to placing new fill, the exposed ground surface should be scarified to a depth of 6 inches (or greater as indicated on the plans), brought to near optimum moisture content, and

compacted. Areas to be planted shall be compacted to 85 percent, and areas to be paved shall be compacted to at least 90 percent relative compaction as determined from ASTM Test Method D 1557 78.

C. Placement and Compaction: Approved fill material shall be placed in layers of 6 to 8 inches in loose thickness and moisture conditioned as necessary to achieve moisture content suitable for re-compacting. Fill material shall be compacted with equipment of such weight and design as necessary to obtain the specified compaction. Fill shall be compacted to 85 percent relative compaction in areas to be planted and at least 90 percent relative compaction in areas to be paved unless otherwise directed. In pavement areas, the upper 9 inches of subgrade shall have a minimum relative compaction of 95 percent. The resulting subgrade should be smooth and essentially unyielding. In planting areas, the upper 8 inches shall have a minimum relative compaction of 85 percent. Between successive lifts, the fill surface shall be scarified or otherwise processed to obtain satisfactory bonding between the fill lifts.

D. Re-compaction: Where, in the judgment of the City's Representative, the moisture content is not suitable or insufficient compaction has been obtained, the fill shall be reconditioned and/or re-compacted to the specified density prior to placing any additional fill material. The Contractor shall be responsible for placing and compacting approved fill material in accordance with these specifications. If the Contractor fails to meet the compaction requirements, they shall reduce their rate of haul, furnish additional spreading, moisture conditioning and/or compacting equipment or make any other adjustments necessary to produce a satisfactorily compacted fill.

E. All excess material and all material that is unsuitable for paving subbase or finish grading shall be disposed of off-site at Contractor's expense, including all testing and fees required by the disposal site.

F. Where any marked or unmarked utility lines or other underground obstruction or piping may be encountered within the work area, notify the City or the Agencies or service utility companies having jurisdiction thereof, and take necessary measures to prevent interruption of service (if live). Should such lines or service be damaged, broken, or interrupted through the Contractor's own negligence, those services shall be repaired immediately and restored by them at their own expense. Abandoned lines, meters and boxes, obstructions or piping, shall be removed, plugged or capped in accordance with the requirements and approval of the agencies affected.

G. Earthen Swales: Shall be constructed as shown and described on the plans. All swales shall provide positive drainage.

3.2 EROSION CONTROL AND CLEAN-UP

A. Spillage: Prevent spillage when hauling on, or adjacent to, any public street or highway. In the event that spillage occurs, sweep, wash, or otherwise clean the street or highway until the spillage has been removed.

B. Dust Control: Take all precautions needed to prevent a dust nuisance to adjacent public and private properties, and to prevent erosion and transportation of soil to adjacent properties, due to work under this contract. All damage caused by the Contractor's work under this contract shall be corrected or repaired by the Contractor at no cost to the City. If the Contractor fails to take the necessary precautions, or make the corrections or repairs promptly, the City shall take the steps deemed necessary and deduct the cost from the contract amount.

C. Clean-up: The job site shall be kept neat and clear at all times, with all public walks swept clean at the end of each day, and all materials neatly stored. Upon completion of the work under this Section, remove immediately all surplus materials, rubbish and equipment associated with or used in the performance of this work. Failure to perform such clean-up operations within 48 hours of notice by the City shall be considered adequate grounds for having the work completed by others at the Contractor's expense.

**** END OF SECTION ****

32 13 13 – SITE CONCRETE

PART 1 – GENERAL

1.1 SCOPE

A. Furnish all materials, labor, tools, and equipment to install all site concrete as shown on the plans and as specified herein including form, cobblestone concrete paving and other miscellaneous concrete work

B. Related work specified elsewhere:

1. Earthwork and Grading – Section 31 22 00

1.2 STANDARDS

A. Unless otherwise shown or specified, all materials and methods shall conform to the appropriate current sections of:

1. City Standard Specifications, Section 9.
2. The State of California, Department of Transportation Caltrans Standard Specifications (CSS), latest edition, Sections 52 “Reinforcement”, 73 “Concrete Curbs and Sidewalks”, Section 78-4.04 “Staining Concrete and Shotcrete”, and 90 “Concrete”, except for measurement and payment requirements.
3. Applicable ASTM Specifications as they reasonably apply to this work, except for measurement and payment requirements.
4. American Concrete Institute (ACI), current standards.

1.3 TOLERANCES

A. Tolerances for subgrade, subbase and finished grade shall be as specified by the DTSS except that the Contractor shall deliver the full aggregate base and concrete thickness shown. No combination of high and low tolerances that compromise the section will be permitted.

1.4 QUALITY CONTROL

A. Concrete Final Finishes: The Contractor shall demonstrate to the satisfaction of the City’s Representative that they, or their subcontractor, possesses sufficient skills and experience to perform the work. Photographs and/or site visits of past work may be required to supply this information.

B. Sample Mockups: A 3’x3’ sample of the pavement with cobblestone finish shall be poured and finished at the site for the City’s Representative to review prior to commencing concrete pouring. Once the samples have been reviewed, the Contractor shall meet or exceed that quality of finish in all subsequent work. The Contractor shall be responsible for removal of the samples at the completion of the work.

1.5 SUBMITTALS

A. The following shall be submitted by the Contractor to the City's Representative in accordance with the applicable portions of the referenced specifications:

1. Cobblestone product size ranges between 4" - 6" in diameter
2. Sample of cobblestone to match the existing
3. The proposed mix design, giving the brand of cement, type, gradations and source of aggregates, water/cement ratio, mix proportions, and unit weight.
4. Certification that materials are in compliance with specification requirements.
5. Method of transporting and placing concrete.
6. Concrete Stain product

1.6 JOB CONDITIONS

A. Weather Limitations: Construct concrete surface course only when atmospheric temperature is above 40 degrees F., when the underlying base is dry, and when weather is not rainy.

B. Grade Control: Establish and maintain the required lines and grades, including cross-slope during construction operations. All concrete shall slope to drain with no ponding of water.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Forms: Per City Standard Specifications Section 9.03

B. Concrete: All driveways, sidewalks, curb and gutter, and curb ramps shall conform to City Standard Specifications Section 9. All other concrete structures shall conform to "Minor Concrete" as defined in CSS Section 90 "Concrete".

1. Cement: Type II modified conforming to ASTM-C-150-02a.
2. Aggregate: Shall not be less than 3/8 inch or more than 1 inch in size.
3. Compression strength at 28 days to be a minimum 3,000 p.s.i.

C. Expansion Joint Filler: Shall be Fiber Joint, manufactured by W.R. Meadows Seal Tight, conforming to ASTM D-1751, or approved equal.

D. Cleaning Agents: As required.

E. Aggregate Base: For base course, shall be per CSS Section 26 "Aggregate Bases", Class 2, with 3/4-inch maximum size.

F. Cobblestone: clean, round, 4" - 6" in diameter to match existing stone on site.

G. Lava Rock: ¾" Red Lava rock supplied by Lyngso or approved equal.

H. Weed Barrier: Weed Barrier Fabric by Grainger or approved equal.

PART 3 – EXECUTION

3.1 PREPARATION

A. Clear area to be paved of all debris and organic material. Recompact and regrade as necessary prior to placement of concrete. Verify that the subgrade and/or aggregate base is properly compacted and at suitable grade.

B. Before beginning paving work and during construction, take all steps necessary for protection of existing improvements. As the concrete is being placed, extreme care shall be taken not to discolor or damage any improvements. If damage occurs, repair same, and if satisfactory repair cannot be made, remove and replace the section as directed.

C. Formwork and Reinforcement:

1. Assure that excavations and formwork are completed.
2. Check that reinforcement is secured in place, if applicable
3. Verify that expansion joint material, anchors, and other embedded items are secured in position.

3.2 INSTALLATION

A. Finishes

1. Embed cobblestone (4” - 6” in diameter) ¾” deep into the concrete.
2. Broom Finish: Provide a light broom finish with strokes perpendicular to direction of travel along walks, if applicable.
3. Trowel Finish: Smooth, parallel to longest surface direction.

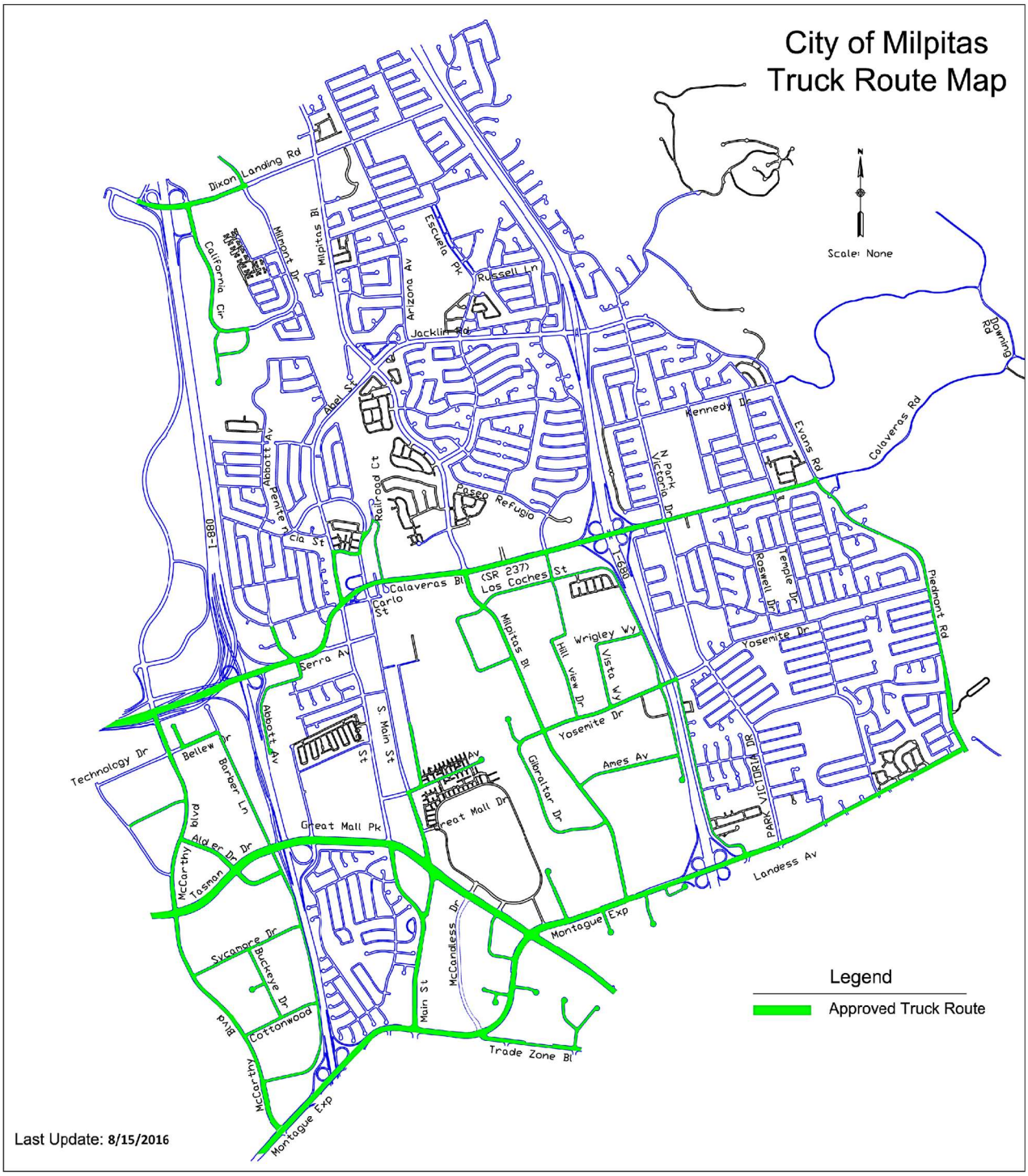
3.3 CLEAN-UP: Upon completion of the work under this Section, remove immediately all surplus materials, rubbish, and equipment associated with or used in the performance of this work.

**** END OF SECTION ****

APPENDIX A – CITY STANDARD FORMS

The contractor shall submit the required documents using the City forms shown in Appendix A.

CITY OF MILPTIAS TRUCK ROUTE MAP



APPENDIX "A"
City's standard forms

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- Photograph of the vehicle **not** to exceed 8 1/2" x 11";
- SE fee.

Final determination of eligibility is based upon review of the application and the photograph. Proof of ownership and verification of the identification number are not required to obtain an SE plate.

Why a vehicle may not qualify for an SE plate

The following list presents examples of why a vehicle may not qualify. This is not a complete list of reasons.

- A vehicle that is **not** oversized or overweight would **not** qualify for an SE plate. (An oversized or overweight vehicle would require a permit issued by the Department of Transportation (DOT) to move it unladen over the highways and, therefore, would qualify for an SE plate.)
- A water well-drilling vehicle that is **not** oversized or overweight would **not** qualify for an SE plate. (An oversized or overweight well-drilling vehicle would require a permit issued by the DOT to move it unladen over the highways and, therefore, would qualify for an SE plate.)
- Self-propelled special mobile equipment.
- Auxiliary dollies.
- Special construction equipment used less than 51 percent of the time for highway construction work or railroad right-of-way.
- Farm trailer with a GVW over 10,000 pounds.
- Farm vehicle **not** being used solely to transport agricultural products and is operated on the highways for a distance greater than one mile.
- Photograph submitted shows that the vehicle is designed to carry property and is **not** designated in the *Vehicle Code* as an implement of husbandry or special mobile equipment.

NOTE: For registration fees, see the brochure, *Registration Related Fees* (FFVR 34). Because fees are subject to change, visit our website at ***www.dmv.ca.gov*** for the most current information or call DMV toll free at 1-800-777-0133.

Try These Service Options

Key *www.dmv.ca.gov* for service 24/7:

- Renew your vehicle registration (see your renewal notice for the RIN-Renewal ID Number)
- Renew your driver license (see your renewal notice for the RIN)
- Take a sample driver license test
- Order special plates
- Get forms, brochures, and handbooks
- Find answers to your questions
- Make appointments (except commercial driving test)
- Calculate registration fees

Call 1-800-921-1117 for DMV's Automated Voice Recognition service 24/7:

- Make appointments (except driving test*)
- Pay registration renewals (see your renewal notice for the RIN-Renewal ID Number)

Call 1-800-777-0133 for service 24/7:

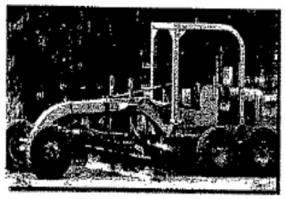
- Get forms and publications
- Listen to general information
- Make appointments (except driving test*)

To make a driving test appointment or speak with a technician, call 1-800-777-0133 during normal business hours

- Between 8-5, Mon., Tues., Thurs., & Fri.
- Between 9-5 on Wednesdays

SPECIAL EQUIPMENT

FAST FACTS



A Public Service Agency

Visit our website at www.dmv.ca.gov

FFVR 19 (REV. 10/2006)

Special Equipment (SE) Registration

What is Special Equipment?

Certain specialized vehicles, which are sometimes operated on the highway, fall under the definition of Special Equipment (SE) and are exempt from regular registration. This category includes special construction equipment, cemetery equipment, special mobile equipment, logging equipment, implements of husbandry, and cotton or farm trailers. (See *California Vehicle Code* §§5011, 5015, 5016.)

When SE registration is issued

SE registration is issued to qualified vehicles as outlined in this brochure. The owner of a qualifying vehicle is issued an SE plate and an identification card. A title is not issued to vehicles with SE registration; however, the owner may apply for a Certificate of Title as a separate transaction. You may obtain the Application for Title or Registration form (REG 343) at ***www.dmv.ca.gov*** or by calling 1-800-777-0133.

When SE registration is required

A special equipment identification plate is:

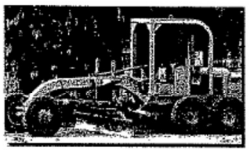
- **Required** for special construction equipment, special mobile equipment, cemetery equipment, and logging vehicles (VC §5011);
- **Required** for cotton trailers, farm trailers, water tanks, oversize feed and seed motor vehicles, automatic bale wagons, and cotton module movers (VC §36101);
- **Optional** for implements of husbandry and farm tractors (VC §36115).

Special Equipment definitions

Special Construction Equipment (VC §565)

A special construction vehicle is one that is used more than 51 percent of the time for highway construction, occasionally moves over the highways, and is oversize or overweight. This vehicle also requires special permits issued by the Department of Transportation—or local authorities—because of its size.

Special construction equipment includes any legal size (not requiring a special permit) vehicle used primarily for highway grading, paving, earth moving, or other highway or railroad right-of-way work. These vehicles are not designed for transporting persons or property and are only occasionally operated or moved over a highway.



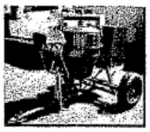
EARTH MOVING EQUIPMENT

Special Construction Exclusions

Special construction equipment does **not** include truck-mounted transit mixers, cranes, shovels, and dump trucks that are not oversize or overweight, or any commercial vehicle **not** specified in VC §565 to which machinery has been attached (VC §570).

Special Mobile Equipment (VC §575)

Special mobile equipment is **not** self-propelled, **not** designed or used primarily for transporting persons or property, and only incidentally operated or moved over the highways. Some examples of special mobile equipment are generators, log splitters, tar pots, chippers, cement mixers, and welders.



CEMENT MIXER

Logging Vehicle (VC §379)

LOG LOADER

A logging vehicle is one used exclusively in logging operations and is not designed for transporting persons or property on a highway.

Cemetery Equipment (VC §4012)

Cemetery equipment is a vehicle, implement, or equipment specifically designed or altered for maintenance or operation of cemetery grounds and only incidentally operated or moved on a highway.

Implements of Husbandry (VC §§36000, 36015)

A vehicle used exclusively in the conduct of agricultural operations is an implement of husbandry.

Implements of husbandry include any farm tractor that is used to draw a farm trailer carrying farm produce on a highway, or to draw a trailer or semitrailer carrying other implements of husbandry between farms, or from a farm to a processing or handling point and returning with or without the trailer.

NOTE: An implement of husbandry does **not** include a vehicle designed primarily for transporting persons or property on the highways unless specified in the *Vehicle Code*.

Farm Trailer (VC §§36109, 36010)

A "farm trailer" is either a trailer or semitrailer that is **never** more than 10,000 lbs. gross vehicle weight (GVW*) and is:

- Owned and operated by a farmer in agricultural operations, and used exclusively to transport agricultural products upon the highway to and from the point of first handling

OR

- Owned, rented, or leased by a farmer in agricultural operations and
  - — equipped with rollers on the bed with a frame **not** more than 10 inches high;
  - — used exclusively to transport fruits and vegetables;
  - — manufactured and in use prior to January 1, 1997.

*GVW is the weight of the trailer and the load.

How to obtain an SE identification plate

To obtain an SE plate and identification card, the following is required:

- Application for Identification Plate (REG 88), which includes the vehicle make, identification number, body type, and certification of the vehicle use;

FFVR 19 (REV. 10/2006)

VC§ 21461. Obedience by Driver to Official Traffic Control Devices
(a) It is unlawful for a driver of a vehicle to fail to obey a sign or signal defined as regulatory in the federal Manual on Uniform Traffic Control Devices, or a Department of Transportation approved supplement to that manual of a regulatory nature erected or maintained to enhance traffic safety and operations or to indicate and carry out the provisions of this code or **a local traffic ordinance or resolution adopted pursuant to a local traffic ordinance, or to fail to obey a device erected or maintained by lawful authority of a public body or official.**
(b) Subdivision (a) does not apply to acts constituting violations under Chapter 9 (commencing with Section 22500) of this division or to acts constituting violations of a local traffic ordinance adopted pursuant to Chapter 9 (commencing with Section 22500).
(Amended by Stats. 2004, Ch. 203, Sec. 1. Effective January 1, 2005.)

(Amended by Stats. 1981, Ch. 775, Sec. 2.)

V-100-4.04 Obedience to Traffic Control Devices

The driver of any vehicle shall obey the instructions of any official traffic control device applicable thereto placed in accordance with this Chapter of this City unless otherwise directed by a police officer subject to the exceptions granted the driver of an authorized emergency vehicle when responding to emergency calls.

V-100-12.07 Vehicles Exceeding Maximum Gross Weight of 4 Tons Prohibited From Using Certain Streets

12.07-1 Whenever any ordinance of this City designates and describes any street or portions thereof as a street the use of which is prohibited by any vehicle exceeding a maximum gross weight limit of 4 tons, the Chief Police Officer shall erect and maintain appropriate signs as necessary to adequately provide notice of the prohibition.

12.07-2 Those streets and parts of streets designated in Subsection V-100-15.12 hereof are hereby declared to be streets the use of which is prohibited by any vehicles exceeding a maximum gross weight limit of 4 tons.

12.07-3 The provisions of this Section shall not apply to any commercial vehicle having ingress and egress by direct route to and from said restricted streets when necessary for the purpose of making pickups or deliveries of goods, wares and merchandise from or to any building or structure located on such restricted streets or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling or construction of any building or structure upon such restricted streets for which a building permit has previously been obtained therefor.

12.07-4 The provisions of this Section shall not apply to (i) passenger buses under the jurisdiction of the Public Utility Commission or to (ii) any vehicle owned by a public utility while necessarily in use in the construction, installation or repair of any public utility or (iii) any vehicle owned or operated by a City Department while necessarily in use for construction or repair work or any vehicle owned by the United States while in use for the collection, transportation or delivery of United States mail.

12.07-5 The provisions of this Section shall not apply to the bridge at Old Alviso-Milpitas Road over Coyote Creek just north of Highway 237 which lies partly in the County of Santa Clara and partly within the City of Milpitas, which shall have a maximum limit of 10 tons.

"The provisions of this Section shall not apply to non-commercial recreational vehicles or trailers, including boat and utility trailers, having ingress and egress by direct route to and from said restricted streets when necessary for the purpose of parking, loading, or unloading said recreational vehicle or trailer on said restricted street."

(Ord. 43.195(2), 12/7/99; Ord. 43.159 (B), 6/5/90: Ord. 43.64 (part), 12/2/69: Ord. 43 (part), 6/7/55)

VC§ 565. Special Construction Equipment

"Special construction equipment" is:

(a) Any vehicle used primarily off the highways for construction purposes and which moves only occasionally over the highways and which because of the length, height, width, or unladen weight may not move over the public highways unladen without the permit specified in Section 35780.

(b) Any vehicle which is designed and used primarily either for grading of highways, paving of highways, earth moving, and other construction work on highways, or for construction or maintenance work on railroad rights-of-way, and which is not designed or used primarily for the transportation of persons or property and which is only incidentally operated or moved over the highway. It includes, but is not limited to, road and railroad construction and maintenance machinery so designed and used such as portable air compressors, air drills, asphalt spreaders, bituminous mixers, bucket loaders, tracktype tractors, crawler tractors, ditchers, leveling graders, finishing machines, motor graders, paving mixers, road rollers, scarifiers, earth moving scrapers and carryalls, lighting plants, welders, pumps, water wagons, power shovels and draglines, speed swings, skip loaders, weed mowers, self-propelled and tractor-drawn earth moving equipment and machinery, including dump trucks and tractor-dump trailer combinations which either (1) are in excess of 96 inches in width or (2) which, because of their length, height or unladen weight, may not be moved on a public highway without the permit specified in Section 35780 of this code and which are not operated laden except within the boundaries of the job construction site, and other similar types of construction equipment.

(Amended by Stats. 1969, Ch. 90.)

VC§ 591. Street or Highway

A "street" or "highway" shall not include those portions of a way or place in or upon which construction, alteration, or repair work is being performed insofar as the equipment performing such work and its operation are concerned. Where the work consists of a street or highway project, the limits of the project as shown or described in the plans or specifications of the awarding body shall be so excluded with reference to the equipment actually engaged in performing the work. The authority having jurisdiction over such way or place may include any or all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 in any permit issued for work on such way or place and the awarding body on any such street or highway project may include such requirements in the specifications for such project. It is the intention of the Legislature, in enacting this section, that this section shall not be construed to relieve any person from the duty of exercising due care.

(Added by Stats. 1959, Ch. 659.)

VC§ 24615. Slow-Moving Vehicle Emblem

It is unlawful to operate upon a public highway any vehicle or combination of vehicles, which is designed to be and is operated at a speed of 25 miles per hour or less, unless the rearmost vehicle displays a "slow-moving vehicle emblem," except upon vehicles used by a utility, whether publicly or privately owned, for the construction, maintenance, or repair of its own facilities or upon vehicles used by highway authorities or bridge or highway districts in highway maintenance, inspection, survey, or construction work, while such vehicle is engaged in work at the jobsite upon a highway. Any other vehicle or combination of vehicles, when operated at a

speed of 25 miles per hour or less, may display such emblem. The emblem shall be mounted on the rear of the vehicle, base down, and at a height of not less than three nor more than five feet from ground to base. Such emblem shall consist of a truncated equilateral triangle having a minimum height of 14 inches with a red reflective border not less than 1 3/4 inches in width and a fluorescent orange center.

This emblem shall not be displayed except as permitted or required by this section.

(Amended by Stats. 1971, Ch. 287.)

NOTICE OF INTENT TO AWARD CONTRACT

Project Name:

City Project Number:

Bid Opening Date:

NOIA Posting Date:

Project Manager:

NOIA Posting Location: Addenda & Official Notices

On September 10th, 2025, the City of Milpitas (City) held a bid opening for the upcoming **Gibraltar Pump Station Suction Piping Repair and Valves Replacement Project**. The City intends to award the Project contract to the lowest responsive bidder, **Innovative Construction Solutions**, at the October 21st, 2025, City Council Meeting.

As per Milpitas Municipal Code (MMC) *MMC 1-2-3.19 - Protest Procedure*, Any interested party may file a protest to a proposed award of a contract in an amount over Ten Thousand Dollars ($10,000). The protest shall be filed with the Purchasing Agent in writing no later than seven (7) calendar days after the posting of the Notice of Intent to award and shall set forth the basis for the protest and any proposed remedy.

All protests shall be in writing and shall contain a complete statement of the legal grounds for the protest; all the facts relevant to the protest; and the form of relief requested and the legal basis for such relief. All protests shall be accompanied by all documentation supporting the grounds for the protest. The protest shall include the name, address and telephone number of the protesting party and the person representing the protesting party, if any.

Protests may be submitted only by a party that has submitted a bid or proposal in response to the contract solicitation. A subcontractor of a bidder or proposer may not submit a protest. A party may not rely on a protest submitted by another party but must timely pursue its own protest. Protests can only be submitted by the party that submitted the bid by one of the following methods:

Via mail or hand delivered, Monday thru Friday, between 8:00 a.m. and 5:00 p.m. to:

Attn: Luz Cofresi-Howe,
Finance Director
455 E. Calaveras Blvd,
Milpitas, CA 95035

OR, via e-mail @ LCofresi-Howe@milpitas.gov

Attn:

Subject: Notice of Award – Project – Project Nos.

Dear:

The Milpitas City Council, at its meeting of_____, has awarded the subject project to your company, the lowest responsible, and responsive bidder. The City is awarding the base bid contract for this project for a total contract amount of $_____. Attached to this letter are the following documents, which require the signature of representatives of your company and the required number of copies:

1 Contract (2 copies)
2. Performance Bond (2 copies)
3. Payment Bond (2 copies)
4. Bonding Company Data Sheet (1 copy)
5. Certificate of Insurance (1 copy)
6. Insurance Company Data Sheet (1 copy)
7. Certificate of Worker's Compensation Insurance (1 copy)
8. Certificate relating to Worker's Compensation Insurance (1 copy)
9. Worker's Compensation Insurance Company Data Sheet (1 copy)
10. City Business License Application (Contractor to pay the fee) (1 copy)
11. Taxpayer Identification Number and Certification (1 copy)
12. Apprenticeship Standards (1 copy)
13. Urban Runoff Prevention, BMP, SWPPP Acknowledgement (1 copy)
14. Contractor's Organization Chart (1 copy)

Please return the fully executed construction contract, bonding, insurance, and other related contract documents to my attention at your earliest convenience, but no later than 14 calendar days after receipt of this document, November 6, 2025. Additionally, the first chargeable day of the contract November 13, 2025, is 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.

In addition, submit a construction schedule, staging plan and haul route, advance public notification, and other items for review (refer to the Special Conditions and Technical Provisions for additional items). Please read through the directive as there will be other requirements.

Adrianne Nikoloff with the City of Milpitas will be the Construction Manager for this project. Their contact information is anikoloff@milpitas.gov. Please contact them to schedule a pre-construction conference. Your attention is directed to Specification Section 00 72 13, Article 3, which requires the attendance of the Contractor's Representative and Job Superintendent at the pre-construction conference. Please be advised that no work may proceed until the contract documents have been fully executed and your copy of the notice to proceed is issued to you.

Sincerely,

CITY OF MILPITAS
DEPARTMENT OF CONTRACT DOCUMENTS
REQUIREMENTS FOR CONTRACT DOCUMENTS

All contract documents for Public Works contracts shall be on the forms furnished by the City. The following is an outline of requirements for execution of documents by the contractor, the surety company and the insurance company.

I. CONTRACT (Submit Two Original Documents)

1. Signed by: Corporate Officer or General Partner beneath typed name of contracting party.

2.Notarial Acknowledgment Certificate: Required for all copies. Use appropriate certificate for either individual, partnership or corporation. Date must not precede the date of the contract.

II. PERFORMANCE & PAYMENT BOND (LABOR AND MATERIALS) (Submit Two Original Documents)

1.Signed by:
a) Contractor: Corporate Officer or General Partner beneath typed name of contracting party.
b) Surety: Attorney-in-Fact or Authorized Agent beneath typed name of surety.
2.Notarial Acknowledgment Certificate: Required for both contractor and surety for all copies. Use appropriate certificate for either individual, partnership or corporation. Date must not precede the date of the contract.

III. INSURANCE CERTIFICATE (Submit One copy)

1.Signed by: Attorney-in-Fact or Authorized agent of insurance company beneath typed name of insurer.
2.Notarial Acknowledgment Certificate: Required if Certificate is executed outside of California.
3.Insurance to be validly in force for expected construction period.

IV. INSURANCE AND BONDING COMPANY DATA SHEET (Submit One copy each)

1. Completed and signed by: Authorized representative of each insurance company and each surety company. Must be signed by same person signing bonds or certificate. Be sure to insert State license number.
2. Submit Payment Bond Certificates from Insurance Commissioner and County Clerk as specified.

V. CERTIFICATE RELATING TO WORKMEN'S COMPENSATION INSURANCE (Submit One copy)

1.Signed by: Corporate Officer or General Partner of the Contractor.

VI. CERTIFICATE OF WORKER'S COMPENSATION INSURANCE (Submit One copy)

1.Signed by: Attorney-in-Fact or Authorized agent of insurance company.

2.Notarial Acknowledgment Certificate: Not Required.
3.Attach insurance company certificate form, which must comply with language on City form exactly (as required by State law).

When documents have been properly executed, return all copies to the City. The contractor's copy of documents will be returned upon execution by the City.

NOTICE TO PROCEED

Date: _____

TO: _____
ADDRESS: _____
PROJECT: _____

You are notified that the Contract Time under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Section D, the date of final completion is _____.

Before you may start any Work at the site, you must: (conditions if applicable)

_____

_____

CITY OF MILPITAS,
A Municipal Corporation

By :_____

Title:_____

MATERIAL/PRODUCT SUBSTITUTION REQUEST

To: Shah Kawasaki Architects

Project Name: _____

Request Number: _____

A. We hereby submit for your consideration the following product instead of the specified item:

1. Section _____ Sub-Article _____
2. Specified Item _____
3. Proposed Substitution (Manuf., Type, Model, etc.)_____

_____

B. Complete following:

1. We propose to provide Owner cost credit (including costs for changes by other trades) of

_____

2. Does this substitution offer earlier delivery or less construction time? Yes No

   a. If yes, how much and why? _____ (hours/days/weeks)

3. How does this substitution affect any dimensions, layout, or details of other trades as shown on Drawings?
4. Has this substitution been coordinated with remainder of Project?
5. What are the specific differences between this substitution and specified item?

_____

_____

6. What impact does this product have on LEED requirements?

_____

C. Attach following items as applicable. Check if attached.

1. Manufacturers' technical data. ___
2. Laboratory test or performance results. ___
3. Drawings and wiring diagrams of proposed product. ___
4. Drawings and description of changes required by other trades. ___
5. Samples. ___
6. Manufacturer's guarantee and maintenance instructions. ___
7. LEED submittal information. ___

D. The undersigned agrees to pay for all design, testing, changes in Contract Documents, and construction as result of acceptance of this substitution, at no additional cost to Owner.

E. Submitted by (Firm) _____

Signature _____ Date _____

SUBMITTAL COVER SHEET

SUBMITTAL NO. :_____ DATE SUBMITTED:

PROJECT:_____ PROJECT #: _____

FROM: GENERAL CONTRACTOR

_____

_____

_____

Phone #:_____

TO: CITY OF MILPITAS
ENGINEERING DIVISION
455 E. CALAVERAS BLVD.
MILPITAS, CA 95035
Attn._____

Item Required	Specification Section/Plan Sheet	Submittal Description	Check If Substitution or Exception	Comment / Date
1			☐	
2			☐	
3			☐	
4			☐	

I certify that this submittal is in conformance with the requirements of the Contract Documents and is not in conflict with other submittals. Any proposed submittal substitution or exception is fully indicated within the submittal, and the proposed substitution or exception is in compliance with the Contract Documents.

_____
General Contractors Signature

DESIGN CONSULTANT RESPONSE: Date Received:

_____

_____

_____

_____

Reviewer:_____ Date Transmitted to City: _____

CITY RESPONSE: Date Received:_____

☐ NO EXCEPTIONS NOTED – The City does not find any exceptions to the submittal, relying solely upon information provided in the submittal including the contractor's certification, and subject to its compatibility with future submittals and additional partial submittals for portions of the work not covered in this submittal. Does not constitute acceptance or deletion of specified or required items not shown in a partial submittal.

☐ MAKE CORRECTIONS NOTED – The same as above, except that minor corrections as noted by the Engineer shall be made by the Contractor. No resubmittal is required.

☐ REVISE AND RESUBMIT – Rejected due to noncompliance with the requirements of the project plans and Specifications because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Engineer.

☐ SUBMIT SPECIFIED ITEM – Submittal is rejected because the submitted material does not conform to the requirements of the project plans and specifications in major respects. This material is not to be resubmitted, and it is expected that the material specified in the project plans and specifications be submitted.

City Reviewer:_____ Date:_____

REQUEST FOR INFORMATION

RFI #: _____ DATE CREATED: _____

PROJECT:_____ PROJECT #: _____

FROM: GENERAL CONTRACTOR
_____
_____
_____

Phone #:_____

TO: CITY OF MILPITAS
ENGINEERING DIVISION
455 E. CALAVERAS BLVD.
MILPITAS, CA 95035

ATTN.: _____

Subject:_____

INFORMATION REQUESTED: **Date Required:** _____

Specification/Plan Sheet Reference: _____

_____

_____

I certify that this is not a frivolous Request For Information and that I have completely reviewed all project Contract Documents and to the best of my professional judgment have determined that the information requested is not obvious or found.

_____
General Contractor Signature

DESIGN CONSULTANT RESPONSE: **Date RFI Received:** _____

_____

_____

_____

_____

Response by_____ Date Answered_____

CITY RESPONSE: **Date RFI Received:**_____

_____

_____

_____

Response by_____ Date Answered:_____

_____

APPENDIX "A"
City's standard forms

38077.00180\29080232.10

NOTICE OF NON-COMPLIANCE

Date & Time Issued:_____

To: _____

_____

_____

Project:_____ Project Number: _____

In accordance with General Conditions of the Project Specifications, you are hereby notified that the following work is defective and does not comply with the requirements of the Project Contract Documents: _____

_____

_____

_____

_____

_____

_____

Work found to be defective or not in compliance with the Contract Documents shall not be paid for by the City, and it shall be the Contractor's responsibility to remove and replace the defective Work at no additional cost to the City. The Contractor shall determine what corrective action is necessary to bring the Work into compliance, and shall notify the Engineer prior to starting corrective action.

City Project Manager:_____

City Inspector: _____

Notice of Non-Compliance was received by: _____/_____/_____

FIELD MEMORANDUM

Date: _____ Page 1 of ___

To: _____

From: _____

Project: _____

Subject: _____

_____

_____

_____

_____

_____

_____

_____

Disclaimer:
All work shall be done in accordance with the Contract Documents. The written direction above provides clarification only. The Contractor acknowledges that any additional cost shall be authorized in advance in a fully executed Contract Change Order.

_____
Signature

CC: _____
_____
_____

Project Punchlist

Project:_____
Contractor:_____
Punchlist Acknowledged:_____

Project Eng.:_____ Inspector:_____Date:_____

Item	Date Item Entered	Description	Item Completed	
			Date	Initial
Part A	**Standing Items**			
1		The contractor shall submit a full set of As-built /Record Drawings showing the work performed and pothole information. Include contractor's signature, contractor's name, state license # and phone # of general contractor name and subcontractors-paving, striping, loops on the title sheet.		
2		Submit written warranties in accordance with the Specifications: Warranty bonds from surety and contractor's letterhead for warranty per appendix sample-page 151. **If not applicable check here.** ☐		
3		Operation/Maintenance Manuals have been received in full numbers specified. **If not applicable check here.** ☐		
4		Deliverables (i.e. special tools or spare parts) have been received as specified. **If not applicable check here.** ☐		
5		Training has been performed as specified. **If not applicable check here.** ☐		
6		Verify that all Building Permits have been signed off. **If not applicable check here.** ☐		
7		Verify Certificate of Monumentation has been received. **If not applicable check here.** ☐		
8		Ordinance 238 (Landscape/Sprinkler has been completed). **If not applicable check here.** ☐		
9		Verify that Planning Department Conditions have been met. **If not applicable check here.** ☐		
10		Compliance with Special Conditions **If not applicable check here.** ☐		
11		Compliance with Reclaimed Water Requirements **If not applicable check here.** ☐		
12		Submit lien releases from all subcontractors and suppliers.		
13		Submit complete certified payroll.		

Item	Date Item Entered	Description	Item Completed	
			Date	Initial
Part B	**Project Specific Items**			
14		Construction Water Meter(s) returned.		

ESCROW AGREEMENT

SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into effective (date) _____by and between City of Milpitas whose address is 455 E Calaveras Blvd. Milpitas, CA 95035-5479 hereinafter called "Owner," whose address is hereinafter called "Contractor" and whose address is hereinafter called "Escrow Agent." For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of Owner and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant in Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

City Manager
Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner	Contractor
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature

COST PROPOSAL FORM (See General Conditions, Contract Change Orders)

Date: _____ Project Number _____

In Response To _____ (RFP #, etc.)

To: City of Milpitas
455 East Calaveras Boulevard
Milpitas, CA 95035

Brief description of change(s): _____

ITEM DESCRIPTION	PRIME CONTR.	SUB 1	SUB 2	SUB 3	TOTAL
Material					
Direct Labor Cost					
Equipment					
Other (Specify) Extended Overhead					
Total Cost					
Subcontractor's Overhead and Profit (15% max)					
Contractor's Overhead and Profit on Labor & Materials (15% max)					
Contractor's Overhead and Profit on Equipment (10% max)					
Mark-Up for Subcontractor's work (5% max)					
Bonds					
(% of total cost above not including any O/P)					
GRAND TOTAL					
REQUESTED CHANGE IN CONTRACT TIME (DAYS)					

By: _____ (Firm Name)

Signature: _____ Date: _____

Title: _____

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 93035

CHANGE ORDER FORM

CONTRACT CHANGE ORDER NO. __

Date: [INSERT]

To: [CONTRACTOR NAME]

[ADDRESS]

[ADDRESS]

Attn: [CONTRACTOR REP]

Project: [INSERT]

This Change Order covers changes to the contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for the amount agreed upon between the Contractor and City of Milpitas and set forth herein.

Item No.	Description of Changes	Increase/ (Decrease) in Contract Amount	Contract Time Extension, Days
1			
2			
	Totals	**$**	

Original Contract Amount:	$XX.00
Change by Previous Change Order(s):	$XX.00
Contract Price Prior to this Change Order:	$XX.00
Current Change Order Amount:	$XX.00
Revised Contract Amount including this Change Order:	$XX.00

The Contract Price and Contract Time shall be adjusted as set forth above. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the City.

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Accepted:

_____ _____

(Signature) Contractor's Authorized Representative Date

Recommended:

_____ _____

(Signature) [**INSERT NAME, TITLE**] Date

Approved:

_____ _____

(Signature) [**INSERT NAME, TITLE**] Date

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the City of Milpitas.

Contract Change Order #

WEEKLY STATEMENT OF DAYS CHARGED TO CONTRACT

City of Milpitas
Engineering Division
Date:_____

Project:_____Project No. _____

Weekly Statement No. :_____

Notice of Project Award Issued:_____, Notice To Proceed Issued: _____

The following statement shows the number of _____ days charged to the contract
(Calendar or Working)

for the week ending: _____.

1. First chargeable day of the Contract: _____

2. Number of Days in the Contract: _____

3. Contractual completion date: _____
(= #1 + #2)

4. Days added by Contract Change Order: _____

5. Days not charged to Contract (note reason below): _____

6. Revised completion date based on #4 and/or #5: _____
(= #3 + #4 + #5)

Total number of Days charged to the Contract as of this Statement:_____

Total number of Days remaining as of this Statement: _____

Notes:
_____
_____
_____
_____

_____ _____
City Project Manager City Inspector

Refer to Special Conditions of the Contract Documents. The Contractor has fifteen (15) days to submit written protest of this Statement to the Engineer; otherwise, this Statement shall be deemed to have been accepted by the Contractor.

Accepted By: _____
Contractors Signature

SAMPLE PROGRESS PAYMENT FORM

CITY OF MILPITAS | PROJECT NAME, NUMBER | PROGRESS PAYMENT Page 1 of 1

Date:

#	Description	Bid Quantity	Units	Unit Price	Bid Amount	Previous Quantity	Previous Amount	Remaining Quantity	Remaining Amount	Current Quantity	Current Amount	Diff.	Payable Amount	Note
Bid Items														
1		0		$ -	$ -		$ -	0%	$ -	0%	$ -	0%	$ -	
2		0		$ -	$ -		$ -	-	$ -	-	$ -	-	$ -	
3		0		$ -	$ -		$ -	-	$ -	-	$ -	-	$ -	
4		0		$ -	$ -		$ -	-	$ -	-	$ -	-	$ -	
5								-	$ -		$ -			
6								-	$ -		$ -			
7								-	$ -		$ -			
8								-	$ -		$ -			
9								-	$ -		$ -			
10								-	$ -		$ -			
	Subtotals				$ -		$ -		$ -		$ -		$ -	
Contract Change Order Items														
	CCO #1	0		$ -			$ -	0%	$ -	0%	$ -	0%	$ -	
	CCO #2	0		$ -			$ -	-	$ -	-	$ -	-	$ -	
	CCO #3	0		$ -			$ -	-	$ -	0	$ -	-	$ -	
	CCO #4													
	Subtotals						$ -				$ -		$ -	
	TOTALS						$ -				$ -		$ -	
	Retention	10%					$ -				$ -		$ -	
	TOTALS						$ -				$ -		$ -	
												Check	$ -	
												PAYMENT TOTAL		

Recommended by _____ Inspector

Approved by _____ Project Manager

Approved for Payment _____ CIP Manager or City Engineer

Contract Time as Bid	Working or Calendar Days
CCO Time #2	Working or Calendar Days
Total Contract Time	0 Working or Calendar Days
Contract End Date	Date Estimated or Actual

Refer to the Special Conditions regarding requirements for requesting Progress Payments.

Contractor's Letter Head

GUARANTY / WARRANTY

TO: CITY OF MILPITAS, for the (project name), Project (#), in Milpitas, CA.

The undersigned guarantees all construction performed on this project and also guarantees all material and equipment incorporated therein Contractor hereby grants to Owner for a period of one (1) year following the date of acceptance of the Work by the City of Milpitas or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of work not done in accordance with this Guaranty or relieve Contractor of liability with respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting there from which shall appear within one (1) year, or longer if specified, from the date of acceptance as described above.

Should any of the materials or equipment prove defective or should the Work as a whole prove defective, due to faulty workmanship, material furnished or methods or installation, or should the Work or any part thereof fail to operate properly as originally intended and in accordance with the Contract Documents due to any of the above causes within one (1) year after date of acceptance, or such longer period specified in the Contract Documents, Contractor shall: (1) reimburse Owner, upon demand, for its expenses incurred in restoring said Work to the condition contemplated in the Contract Documents, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or (2) upon demand by Owner, replace any such material and to immediately repair said Work completely without cost to Owner so that said Work will function successfully as originally contemplated.

Inspection of the work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by Contractor. In the event Owner elects to have said work performed by Contractor, Contractor shall make such repairs within a reasonable period of time after the receipt of demand from Owner; provided, however, that in no event shall such period exceed twenty-five (25) days.

All definition of terms used in this Agreement shall have the meanings set forth in the Project Specifications, Special Conditions, Definitions of Words and Terms.

The foregoing Guaranty is in addition to any other warranties by Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and by law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or by law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

CONTRACTOR:

_____ Corporate Seal:
Name of Firm

_____
Signature Date

_____
Title

_____
Signature Date

_____
Title

CONSTRUCTION CHANGE DIRECTIVE NO: ___

City of Milpitas
Engineering Division

Project Name Project No: _____ PAGE 1 of

TO:_____

FROM:_____ DATE: _____

SUBJECT/ITEM:
_____

DESCRIPTION:

References:

Attachments:

CONSTRUCTION CHANGE DIRECTIVE INSTRUCTIONS:

☐ The Contractor is directed to proceed with the above-described work without change in contract price.

☐ The Contractor is directed to proceed with the above-described work and submit within the next 14 calendar days an itemized lump sum price and requested time extension, if any, to facilitate the review and settlement of this CCD in accordance with the Contract Documents. The cost of the work covered by this directive shall not exceed $. In the event that the cost of this work is anticipated to exceed the amount above, the Contractor will notify the City/Agency in writing and obtain additional authorization before proceeding.

☐ The Contractor is directed to proceed with the above-described work on a time and material basis with a Not-To-Exceed Amount of $0. Itemized time and material documentation shall be provided on a daily basis in accordance with the Contract Documents.

☐ The Contractor shall be paid at bid item prices for the work performed.

☐ The Contractor is directed to provide pricing for the above-described work within the next 7 calendar days. The Contractor shall not proceed with the work until authorized by written Contract Change Order.

AUTHORIZED BY:	ACKNOWLEGEMENT OF RECEIPT:
City of Milpitas	
OWNER	CONTRACTOR:
BY:	BY:
SIGNED DATED	SIGNED DATED

CONSTRUCTION RECYCLED WATER APPLICATION

TEMPORARY CONSTRUCTION METER FOR PURCHASE OF RECYCLED WATER*

Please submit completed application to constructionmeters@milpitas.gov

Milpitas City Hall
455 East Calaveras Boulevard
Milpitas, CA 95035
(408) 586-3100
www.milpitas.gov

Temporary Permit No. _____

Date: _____, 20_____

PLEASE COMPLETE AND SIGN APPLICATION *TYPE OF APPLICATION:* ☐ *NEW* ☐ *RENEWAL* ☐ *RELOCATION*

BUSINESS NAME:	METER #
BILLING ADDRESS:	READING WHEN TAKEN OUT
PHONE NUMBER:	CONDITION WHEN TAKEN OUT
PROJECT NAME:	STATE LIC CONTRACTOR # CLASS EXP DATE
PROJECT NUMBER:	CITY BUSINESS #
PROJECT LOCATION (Site Address):	BUILDING PERMIT # ENCROACHMENT PERMIT #
ASSIGNED INSPECTOR	INSPECTOR SIGNATURE

I understand that this application is for temporary recycled water (through a construction meter) for the sole purpose of construction work at the address/location stated above and intended for use with the City of Milpitas's fill-station sites. I further understand that the City has the right to remove the construction meter without prior notice if the meter is being used in an improper manner as determined by the City and will discontinue any water service to the properties until permanent water service is established. Time period for use of construction meter will expire upon the following (whichever occurs first): 1) 12 months, 2) Expiration of the permit, 3) Completion of the permitted work, or 4) Permanent water service is established. I also understand that the water supplied through the meter may be subject to frequent or indefinite interruptions at any time by the City. I also understand that I am responsible for this meter and its usage until I give proper written notification to the City that the meter is to be removed and the City has the meter back in its possession. I also understand that I will operate the meter in a responsible manner so as not to cause damage to the meter and/or the water system and agree to be held accountable for any and all damage caused from improper operation of the meter. A missing or stolen water meter will be assessed at the current replacement rate. Payment for the meter replacement must be made at Milpitas City Hall before re-installation. I also understand that by the City issuing this temporary meter, this action in no way obligates the City to provide me with permanent water service to the subject property. I agree to place a deposit of $2,000 for the loan of the meter. I agree to forfeit part or all of the deposit to pay for any damage to the meter during the term of this agreement, and to forfeit the deposit in full if the meter is not returned on or before the expiration date. I understand that the deposit, less the water use and meter charges, will be returned upon return of the meter in satisfactory and working condition. No interest shall be paid on the deposited amount. Should water charges exceed the deposit amount, I agree to pay the additional charges upon demand. **I agree to abide by all rules and regulations of the City of Milpitas Public Works Department and to pay a monthly meter charge of $_____ for each full or partial calendar month the meter is used, and to pay for all water used at the commercial rate in effect at the time ($_____ per hundred cubic foot and $ _____ per unit for capital surcharge). If a water rate increase is approved during the rental period, the new rates will be in effect. In the event that I fail to keep satisfactory records, I agree to pay the City on the basis of an estimate made by the Accounting Officer of the City of Milpitas. I understand that a copy of this permit must be kept on hand at all times by the person taking water and must be available to show as evidence to any authorized representative of the City of Milpitas that a permit has been obtained.**

Name _____ Signature _____ Date _____

OFFICE USE ONLY

Date meter is to be returned _____	Accepted by _____
Deposit $ _____ Receipt # _____	Reading when returned _____
Date meter is returned _____	
Condition when returned _____	_____ (Permit Holder to Initial)

****ORIGINAL PERMIT MUST BE RETURNED WITH METER****

* Applicant must complete and submit South Bay Water Recycling Recycled Water Access Point User Agreement along with this application.
Please return all pages with application.

Distribution: Original – Finance Copies to: PW Utility Maintenance, Cashier, PW Inspector

Meter Log

Meter Serial Number: _____

Month	Reading	Reading Date
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

Please contact the Finance Department via email at ConstructionMeters@milpitas.gov for any questions and for submitting your monthly readings of the meter.

- **General Questions** – Please contact Utility Engineering at (408) 586-3350.
- **Inspection Appointment –** Please contact Public Works Inspector at (408) 586-3252.
- **Billing Questions** – Please contact the Finance Department at (408) 586-3100.

RECYCLED WATER ACCESS POINT PROGRAM USER AGREEMENT

PRODUCER: San Jose/Santa Clara Regional Wastewater Facility - 700 Los Esteros Road, San Jose CA 95134

REGULATORY AGENCY: South Bay Water Recycling - 3025 Tuers Road San Jose, CA 95121 - 408.277.3671

EFFECTIVE DATES OF PERMIT: _____ TO _____ License #: SJ-_____

USER INFO

TRAINEE NAME: _____ CSLB CONTRACTOR LICENSE #: _____

COMPANY NAME: _____ TRUCK/TRAILER LICENSE #: _____

COMPANY ADDRESS: _____ ATTACH YOUR ACORD INSURANCE FORM TO THIS AGREEMENT

COMPANY PHONE #: _____ PLEASE GIVE THIS AGREEMENT TO YOUR OFFICE MANAGER

A USER AGREEMENT MUST BE COMPLETED FOR EACH VEHICLE OPERATOR AND MUST BE RETAINED DURING ACQUISITION AND APPLICATION OF RECYCLED WATER. USERS AND USERS' COMPANIES SHALL ADHERE TO THE ATTACHED SBWR TERMS OF USE. USER AGREEMENT IS SUBJECT TO RWQCB ORDER 95-117.

RECYCLED WATER USE INFORMATION (CHECK ALL THAT APPLY)

METHOD OF WATER DISTRIBUTION: ___ RECYCLED WATER ACCESS POINT ___ TEMPORARY SITE METER OTHER:_____

APPLICATION METHOD: ___ TANKER TRUCK SPRAY ___ HOSE OTHER:_____

USE OF RECYCLED WATER*: ___ CONSTRUCTION (COMPACTION/DUST CONTROL) ___ STREET SWEEPING ___ SEWER CLEAN OUT OTHER*: _____

*** REFER TO THE FULL TEXT OF THE LATEST VERSION OF TITLE-22: CALIFORNIA WATER RECYCLING CRITERIA, ARTICLE 3. USES OF RECYCLED WATER, JUNE 18, 2014.**

SIGNS REQUIRED: ___ TANKER TRUCK ___ CONTAINER ___ OVERHEAD TANK ___ PROJECT SITE OTHER: _____

LOCATION WHERE RECYCLED WATER WILL BE APPLIED:

ADDRESS: _____ SITE SUPERINTENDENT: _____

CERTIFICATION

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED IN THIS APPLICATION AND ALL ATTACHMENTS ARE TRUE, ACCURATE, AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I ALSO CERTIFY THAT I HAVE READ AND AGREE TO ABIDE BY THE SBWR TERMS OF USE AND ALL APPLICABLE RULES AND REGULATIONS OF THE RWQCB ORDER NO. 95-117 AND HAVE SUCCESSFULLY COMPLETED INSPECTION BY THE LOCAL RETAILER.

_____

TRUCK CONTRACTOR/DRIVER/EMPLOYEE SIGNATURE PRINTED NAME TITLE DATE

_____

** SUPERINTENDENT OR FOREMAN SIGNATURE PRINTED NAME TITLE DATE

LYLE FROHMAN

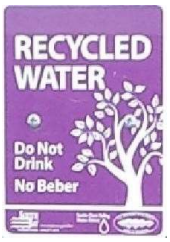
_____

SBWR SIGNATURE PRINTED NAME DATE

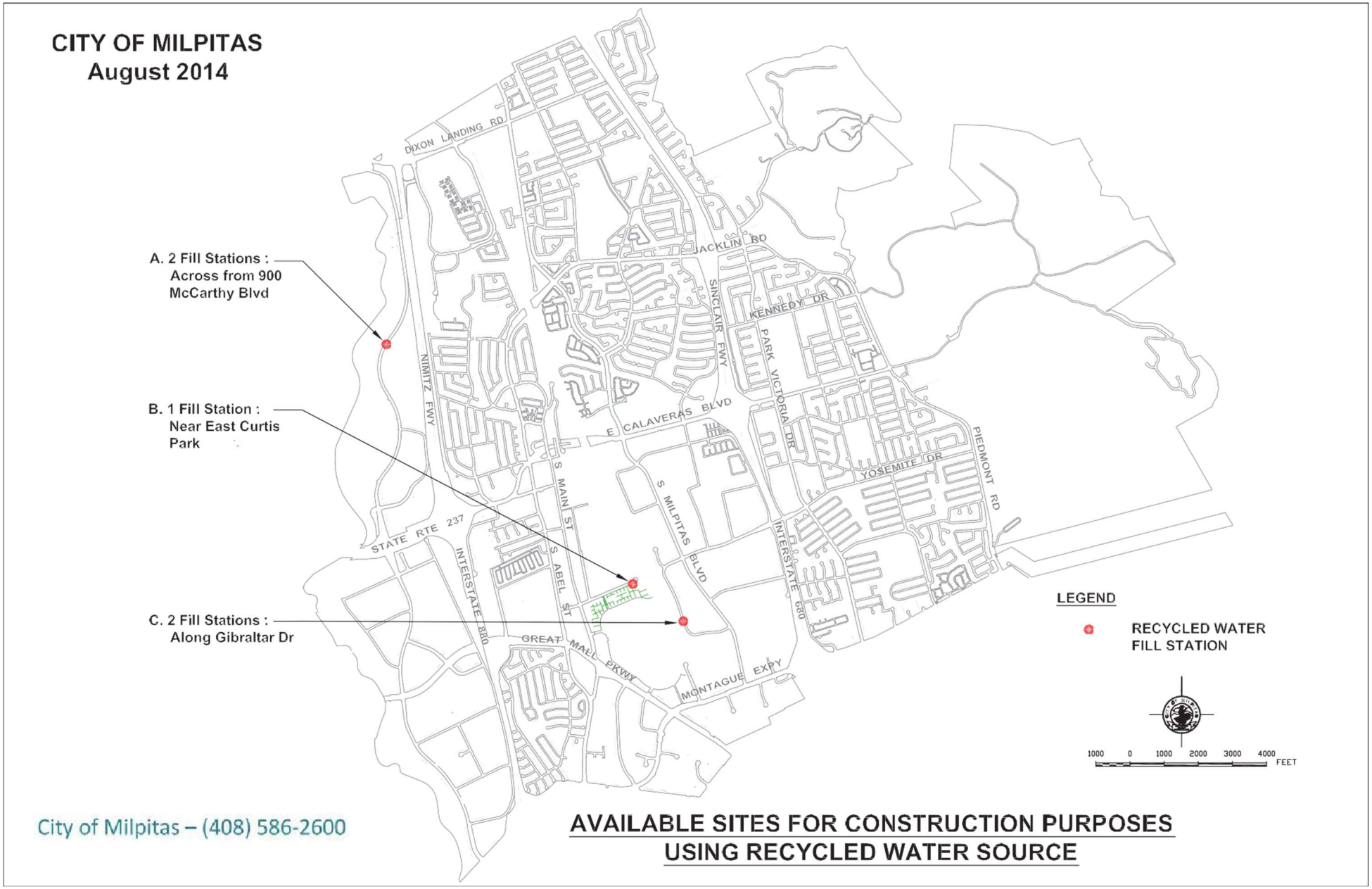
RECYCLED WATER ACCESS POINT PROGRAM

TERMS OF USE

CHECK	THIS USER AGREEMENT LIMITS THE USE OF RECYCLED WATER TO THE FOLLOWING CONDITIONS:
☐	1. **RECYCLED WATER IS FOR NONPOTABLE USES ONLY - NO DRINKING!** Recycled water may not be exposed to food, used within designated eating areas or used within 50 feet of any domestic well, drinking fountain or potable water supply.
☐	2. There shall be **no cross-connection** between recycled water and any potable water supply. Recycled water may **not be plumbed into potable** irrigation or onsite plumbing systems. Recycled water meters are prohibited from connecting to potable hydrants. **Match purple to purple only**
☐	3. Recycled water may not be discharged into storm drains or outside the designated use area that was approved by the water retailer and/or SBWR. Overspray, pooling and runoff of recycled water is not permitted. **Cover this in your Safety meetings.**
☐	4. **Tanker trucks must maintain an air gap** of at least twice the diameter of the fill pipe (i.e. water overflows the tank before reaching the fill pipe). Tanker trucks must have **water-tight connections**, piping and hoses to ensure no leakage will occur during fill-up or use. They must be fully drained before transport and prior to every connection.
☐	5. Recycled water tanker trucks may not transport potable water for potable uses.
☐	6. All tanker trucks accessing and hauling recycled water must satisfy local and state safety requirements. Active auto/truck/trailer and general liability insurance (i.e. an ACORD form) is required.
☐	7. Recycled water meters may be inspected by the retailer for appropriate use at any time. The volume of recycled water used must be reported as specified by the recycled water retailer.
	SPECIAL APPROVAL, TRAINING AND SITE INSPECTION REQUIRED
☐	8. If recycled water is transferred to other storage containers/reservoirs, they must be labeled with signage equivalent to tanker truck signage and must follow the safety guidelines in this User Agreement.
☐	9. Recycled water may be used for pressure washing and washing equipment and vehicles if the recycled water is not heated and where the general public is excluded from the washing process.
☐	10. Recycled Water may not be used for directional drilling without prior approval from SBWR.
	ADVISORY SIGNS
☐	**Tanker Truck Sign:** Tanker trucks hauling recycled water must have an SBWR approved adhesive sign issued by retailer at least six inches by twelve inches on the tank, in a location clearly visible to users and workers, with the following wording in one inch, or larger, letters on a purple background.
☐	**Tanker Truck Inspection Decal:** Tanker trucks hauling recycled water must have an SBWR approved adhesive decal issued by retailer at least three inches by six inches signifying that the tanker truck has passed inspection and met all SBWR requirements.
☐	**Appurtenance Sign:** Appurtenances serving recycled water must have an SBWR approved adhesive or bolted sign issued by the retailer at least six inches by eight inches, in a location clearly visible to users and workers, with the following wording in one inch, or larger, letters on a purple background.



PLEASE WASH YOUR HANDS AFTER USING RECYCLED WATER


CITY OF MILPITAS
August 2014
A. 2 Fill Stations : Across from 900 McCarthy Blvd
B. 1 Fill Station : Near East Curtis Park
C. 2 Fill Stations : Along Gibraltar Dr
DIXON LANDING RD
JACKLIN RD
SINCLAIR FWY
KENNEDY DR
PARK VICTORIA DR
NIMITZ FWY
E CALAVERAS BLVD
YOSEMITE DR
PIEDMONT RD
S MAIN ST
S MILPITAS BLVD
STATE RTE 237
INTERSTATE 880
S ABEL ST
INTERSTATE 680
GREAT MALL PKWY
MONTAGUE EXPY
LEGEND
RECYCLED WATER FILL STATION
1000 0 1000 2000 3000 4000 FEET
City of Milpitas – (408) 586-2600
AVAILABLE SITES FOR CONSTRUCTION PURPOSES USING RECYCLED WATER SOURCE

South Bay Water Recycling
Recycled Water Access Point Program
Fact Sheet

Expanding Recycled Water Use with Recycled Water Access Points (RWAP)

To conserve our valuable drinking (potable) water supplies, South Bay Water Recycling (SBWR) has made recycled water available for commercial non-potable uses at several truck fill locations in San José and Milpitas. State Approved uses include construction activities such as grading, compaction, concrete wetting, and dust control as well as landscape irrigation, pressure washing, and sewer flushing.

Recycled Water Quality

Recycled water is highly treated to meet rigorous and protective standards set by the State Water Resources Control Board – Division of Drinking Water, and SBWR currently supplies clean and safe tertiary-treated recycled water to over 750 customers in San Jose, Milpitas and Santa Clara.

Participation Requirements

Users must complete a short Training and sign a User Agreement to confirm the correct use of the fill stations and the proper handling of recycled water. In addition, trucks must be inspected and labeled to certify that they are correctly equipped to transfer recycled water.

After truck and driver certification, users will be issued a portable recycled water meter, with a unique nozzle that can only fit the RWAP hydrants. This minimizes the possibility of cross-connections between the potable and recycled water distribution systems.

Construction exemptions for required use of recycled water may be granted on a case by case basis, depending on the availability of recycled water near the project site. Please contact the City Planning Department for more information on the required use of recycled water for proposed projects.

Getting Started

In order to complete the certification process, and receive meters, site keys, and the most updated site maps, please contact the recycled water retail agencies listed below:

Milpitas – call (408) 586-2600
San Jose –call (408) 277-3671

RWAP Supervisor Trainings are scheduled every Wednesday morning from 9am-11am at the San Jose/Santa Clara Regional Wastewater Facility (700 Los Esteros Road in San José) or by appointment. Contact the City of Milpitas for trainings and inspections in their area.

South Bay Water Recycling
Recycled Water Access Point
FAQs

1. **What is a Recycled Water Access Point?**
   A Recycled Water Access Point (or RWAP) is a stand-pipe that allows a certified RWAP Supervisor access to recycled water to fill their tanker truck.
2. **How can I get locations and information about using recycled water from an RWAP?**
   Please contact your local water retailer or South Bay Water Recycling for availability in your area.
   City of Milpitas – (408) 586-2600
   City of San José – South Bay Water Recycling (408) 277-3671
3. **What are the uses for recycled water?**
   Recycled water is approved for nonpotable (non drinking) uses such as irrigation, dust control, and street sweeping
4. **Can I use recycled water to irrigate my landscape at home?**
   No. Recycled Water is approved only for commercial (non-residential) uses.
5. **Can I drink recycled water?**
   No. At this time, recycled water is not approved for drinking.
6. **Do I have to use recycled water?**
   The use of recycled water is required by many city ordinances if recycled water is available. Visit your local city's planning department for availability in your area.
7. **Where does recycled water come from?**
   Recycled water is produced from treated wastewater from the San Jose/Santa Clara Regional Wastewater Facility.
8. **Why is recycled water regulated more than potable (drinking) water?**
   Recycled water is safe to use by trained personnel to assure it is used appropriately and that the public drinking water supply is separated and protected from contamination.
9. **Are there any rules I need to follow when using recycled water?**
   Recycled water has not been treated and disinfected for drinking. The use of recycled water is therefore regulated by the State of California Division of Drinking Water, State Water Resources Control Board to ensure that the public health and potable water supply are separated and protected from contamination. To assure that the use is appropriate, the State has required that users be trained, vehicles and sites are inspected and certified, and appropriate safeguards are in place to protect public health.
10. **Do I have to use a special container?**
    All containers must be properly labeled, per the SBWR RWAP User Agreement. Recycled water is only distributed to certified RWAP Supervisors with registered trucks that have been inspected.
11. **Can I store recycled water at my site or commercial business?**
    Yes. Recycled water can be stored on site, with appropriate signage and use management per the User Agreement.
12. **Do I have to get certified in multiple cities or will one certification work at all SBWR locations?**
    Recycled Water Access Point Supervisors can be trained and registered at any qualified SBWR water agency.
13. **Can I take the recycled water I picked up in one city and take it to another city?**
    Yes. Recycled water purchased from one city may be used in a different city.
14. **Can I use a potable meter to access recycled water or do I have to get a special meter?**
    The RWAP meter is different from a potable water meter, so you must use a recycled water RWAP meter when accessing recycled water.
15. **Do I need to clean my tank or container before filling it with potable water?**
    Recycled water trucks must be certified and registered to carry water for nonpotable uses only.
16. **What if I have multiple tanker trucks?**
    All trucks must be inspected and registered with SBWR.
17. **How much does recycled water cost?**
    Please contact your water retailer for prices and availability.
18. **How do I report my recycled water usage and pay?**
    It will vary depending on recycled water retailer. Please see your local recycled water retailer for specifics.

APPENDIX B – ENCROACHMENT PERMIT

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

FM 91 1436

ENCROACHMENT PERMIT

DOT TR-0120 (REV 05/2023)

Permit No.
04-25-N-LT-3068

In compliance with your application of November 19, 2025

Dist/Co/Rte/PM
04/SCL/237/PM 10.55-Var

Reference Documents:

- ☐ Utility Notice No. _____ of _____
- ☐ Agreement No. _____ of _____
- ☐ R/W Contract No. _____ of _____
- ☐ Project code (ID): _____ CFC #: _____
- ☐ Applicant's Reference/ Utility Work Order No. _____

Permit Approval Date
January 13, 2026

Performance Bond Amount (1)	Payment Bond Amount (2)
$0	$0

Bond Company
$ N/A

Bond Number (1)	Bond Number (2)
$ N/A	$ N/A

TO:

City of Milpitas
C/O: Anna Highsmith City of Milpitas
455 E. Calaveras Blvd
MILPITAS, CA 95035
Email: ahighsmith@milpitas.gov
Phone: (408)609-1824

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Remove and dispose of the existing landscaping, excavate and install cobblestone concrete paving, install gravel, and restain the existing stained concrete, and conduct temporary traffic control, on State Highway 04-SCL-237 Post Mile 10.55, in the City of Milpitas, County of Santa Clara.

A minimum of 7 days prior to the start of work under this encroachment permit, notice must be given to State Representative Casey Tarokh, 10130 Bubb Road, Cupertino, CA 95014, at casey.tarokh@dot.ca.gov or (510) 715-9528, weekdays between 7:00 a.m. and 3:30 p.m., excluding holidays.

Notwithstanding General Provision 35, lane closures and other activities that may cause traffic impacts that require the permittee to apply for and obtain a closure ID prior to the start of work. Requests must be submitted electronically through the Lane Closure System (LCS). Notifications to Traffic Management Center (TMC) must be submitted timely including 1097, 1098 and 1022 codes.

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (check applicable):

- ☒ YES ☐ NO General Provisions
- ☒ YES ☐ NO Utility Maintenance Provisions
- ☒ YES ☐ NO Storm Water Special Provisions
- ☒ YES ☐ NO Special Provisions
- ☐ YES ☒ NO A Cal-OSHA Permit, if required: Permit No. _____
- ☐ YES ☒ NO As-Built Plans Submittal Route Slip for Locally Advertised Projects
- ☐ YES ☒ NO Storm Water Pollution Protection Plan

In addition to fee, the permittee will be billed actual costs for:

- ☒ YES ☐ NO Review
- ☒ YES ☐ NO Inspection
- ☒ YES Field Work *(if any Caltrans effort expended)*

As-built Plans are Required

☒ YES ☐ NO

☐ YES ☒ NO The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before September 30, 2026

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

CC:
#1: EARL R SHERMAN III
#2: CASEY K TAROKH
#3: GILBERT S WU
#4: MARCOS D MORALES PARRA

APPROVED:

David Ambuehl, Acting, District Director

BY

Mohammad Dastmalchian
Mohammad Dastmalchian (Jan 13, 2026 14:12:20 PST)

Mohammad Dastmalchian, District Permit Engineer

Americans with Disabilities Act (ADA) Notice: This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

The following codes are used when reporting your intended closure status to TMC:

- Use “1097” code, at the start of a lane and shoulder or ramp closures (dropping off the first cone).
- Use “1098” code, after the lane and shoulder or ramp are open to traffic (picking up the last cone).
- Use “1022” code, if cancelling an approved closure.

When your closure request is rejected, you must resubmit your revised closure request, and you may consult with the State Representative as needed.

The permittee must submit cancellation closure requests using LCS, at least 48 hours, before the start time of the approved closure.

In the event of incompliance with the State’s requirements and provisions, including LCS requirements, the Permittee’s future lane closures may not be granted and/or authorized.

In addition to the 2025 Caltrans Standard Specifications and Plans (available at https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications), all work permitted herein must comply with the following provisions:

- Encroachment Permit General Provisions (TR-0045),
- As-Built Subsurface Infrastructure (TR – 0449),
- Storm Water Special Provisions for Minimal or No Impact Provisions (TR-0400),
- Hazardous Materials and Hazardous Waste Management (TR-0408),
- Pedestrian Safety (MCP) Special Provision, available at http://dot.ca.gov/programs/traffic-operations/ep/ep-manual/)

A pre-job meeting with the State Representative is required at least seven (7) business days prior to the start of any work under this encroachment permit. Failure to do so may result in encroachment permit revocation with no prejudice.

The Permittee must provide stage construction plans, traffic handling plans, work schedule, and a list of all sub-contractors, if any, to the State Representative at or prior to the pre-job meeting.

Changes to the provisions herein require an Encroachment Permit Rider, except for minor changes authorized by the State Representative.

The Permittee must coordinate all construction, maintenance, and other operational activities that are in progress in the same general area, if any, with the permitted work.

Time extension requests must be submitted to the State Representative a minimum of 30 days prior to permit expiration, with justification(s) and new completion date, in an official letter format.

The State Representative or California Highway Patrol (CHP) may stop work not being performed in compliance with this encroachment permit.

Conditional Requirement(s):

Non-compliance with this provision may result in Caltrans taking actions including but not limited to canceling this permit without further notice, requiring bonds, and/or not providing such conditional approvals for the Permittee on future projects.

Work may not start until the documents listed below have been submitted to, reviewed by, and approved by Caltrans. This permit is conditionally issued without the documents listed below, at the request of Permittee. The Permittee acknowledges and will ensure that the following documents will be submitted to Caltrans for review and approval prior to scheduling authorized work/activities:

- TR-0429 “Encroachment Permit Applicant: Contractor(s) Authorization Form”

- Caltrans has an overlapping project that will repave 237. It will also replace curb ramps at Serra Way and provide a pedestrian passageway at the median nose at Hillview. If the Bid Alternative is constructed, Caltrans recommends sharing the concrete color so we can match it with our upcoming project, EA 4Q740. Project manager Greg Carroll at gregory.carroll@dot.ca.gov.

All mud, dirt, and gravel tracked onto the roadway must be immediately removed.

All the Permittee's personnel must wear appropriate and approved personal protective equipment, per Chapter 12 of Caltrans Safety Manual, including hard hats and bright-colored safety vests, shirts, or jackets with retro-reflective material, while on the State highway right-of-way.

Notwithstanding General Provisions #39 and "Storm Water Special Provisions for Minimal or No Impact Provisions" (TR-0400), the Permittee must comply with all Erosion and Sediment Control Plan (ESCP), Water Pollution Control Program (WPCP), or Storm Water Pollution Prevention Plan (SWPPP) requirements and any project-specific or local permit requirements as applicable as per State and federal statutes, laws, and regulations.

The Permittee must give the State Representative at least 14 business days advance notice for lane, ramp, or shoulder closure requests.

Traffic control must comply with the 2025 Caltrans Standard Plans T9 through T22 (available at https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications), and the California Manual on Uniform Traffic Control Devices (MUTCD), Part 6, "Temporary Traffic Control" (available at https://dot.ca.gov/programs/safety-programs/camutcd) (Reference: "Encroachment Permit General Provisions" (TR-0045)).

All traffic control devices must be installed, maintained, and removed by a qualified traffic control contractor.

Construction activities must not inconvenience the public or abutting property owners. Maintain access to driveways, houses, and buildings.

The State Representative and California Highway Patrol (CHP) reserve the right to require reopening the highway at any time, as necessary. All costs must be borne by the Permittee.

Traffic control is authorized from 9 a.m. to 3 p.m., Monday through Friday, or from 10 p.m. to 5 a.m., Saturday through Sunday, excluding holidays, in accordance with the 2025 Caltrans Standard Specifications, Section 12 (available at https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications) and the approved traffic control plan.

The shoulder may be closed while work is actively in progress.

Ensure safe access for pedestrians and bicyclists at all times.

No closure is permitted at any other time, including holidays.

The following routes are identified with closure restrictions for the Super Bowl and the World Cup 2026. For World Cup 2026, there must be no closure permitted from June 13, 2026, to July 2, 2026, at 6:00 am on the following routes.
For the pre-Super Bowl and Super Bowl events, no closure is permitted on the event day. The traffic lanes must be open until 6:00 am the following day on the following routes.

Routes:

- SR-237 in its entirety
- US-101 from SR-85 South to I-80
- US-101 from Golden Gate Bridge to I-580
- SR-87 from SR-85 to US-101

- SR-85 in its entirety
- SR-82 from I-280 South to I-280 North
- SR-17 from Santa Cruz County line to I-280
- I-880 from I-280 to I-80
- I-80 from US-101 to I-880 (Maze)
- I-680 from US-101 to I-580
- I-580 from I-238 to I-680
- I-238 in its entirety
- I-280 from US-101 South to King Street
- Bridges: San Francisco, Oakland Bay Bridge, San Mateo Bridge, and Dumbarton Bridge

The Permittee must place public notification signs at locations designated on the Permittee's signing plan a minimum of seven (7) calendar days before the permitted activity begins. Signs must be constructed and installed per Caltrans Standard Plans and Specifications.

The Permittee must verify to the State Representative that local or regional media, including radio, television or newspapers serving the area affected by the scheduled permitted activity have been notified by letter or press release format. Media contact must allow sufficient time for print or broadcast two (2) business days prior to the permitted activity. Letter or press release must include date, time, location, duration, permitted activity, and identify detours for impacted State highways and local roads.

The Permittee must make written notice to, and coordinate with, California Highway Patrol (CHP), local emergency services, law enforcement agencies and public road departments seven (7) calendar days prior to the scheduled permitted activity. Letter copies must be provided to the State Representative to evidence contacts.

The Permittee must place detour signs prior to the permitted activity in accordance with Caltrans Standard Plans and Specifications.

Except for installing, maintaining, and removing traffic control devices, any work encroaching within three (3) feet of the edge of a travel lane for areas with a posted speed limit below 45 mph, or six (6) feet of the edge of a travel lane, for areas with a speed limit posted at 45 mph or higher, requires closing of that travel lane. Any work encroaching within six (6) feet of the edge of the shoulder, requires closing of that shoulder.

Do not reduce an open traffic lane width to less than 11 feet. If traffic cones or delineators are used for temporary edge delineation, the side of the base of the cones or delineators nearest traffic is considered the edge of the traveled way.

Traffic control using flagging must comply with the California Manual on Uniform Traffic Control Devices (MUTCD), Chapter 6E, "Flagger Control" (available at https://dot.ca.gov/programs/safety-programs/camutcd) and Cal/OSHA Title 8 Regulations Subchapter 4. Construction Safety Orders, Section 1599, "Flaggers" (available at https://www.dir.ca.gov/title8/1599.html).

Temporary pedestrian facilities must comply with the Caltrans Temporary Pedestrian Access Routes Handbook (available at https://dot.ca.gov/programs/construction/safety-traffic) and the California MUTCD Part 6, Chapter 6D – "Pedestrian and Worker Safety" (available at https://dot.ca.gov/programs/safety-programs/camutcd) (Reference: "Encroachment Permit General Provisions" (TR-0045)).

When the work area encroaches upon a sidewalk, walkway, or crosswalk area, special consideration must be given to pedestrian safety. Protective barricades, fencing, handrails and bridges, together with warning and guidance devices and signs must be utilized so that the passageway for pedestrians, especially blind and other physically handicapped, is safe and well defined and shown on the approved plan.

Notwithstanding General Provisions #13, temporary pedestrian access routes must comply with the 2025 Caltrans Standard Plans T30 through T34 (available at https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications).

Additional review or inspection hours will be charged at the current State hourly rate.

Signs, lights, flags, or other protective devices must not obscure the visibility of, nor conflict in intent, meaning, and function of existing signs, lights and traffic control devices, or any construction area signs.

Vehicle or equipment must not be stored overnight within the State highway right-of-way. All vehicles and equipment must be removed immediately at the completion of the day's work. Refueling of vehicle or equipment within the State highway right-of-way is strictly prohibited.

On conventional highways, the Permittee's vehicles and equipment not involved in the permitted activities must be legally located off the traveled way and not interfere with free traffic and pedestrian flow.

The Permittee must comply with all requirements of the California Public Resources Code, Sections 5024.5 and 5097.98, California Health and Safety Code, Section 7050.5 (both available at https://leginfo.legislature.ca.gov/faces/codes.xhtml), and Volume 2 of the Caltrans Standard Environmental Reference (available at https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser).

Should ground-disturbing activities take place as part of this project within the State highway right-of-way and there is an inadvertent archaeological or burial discovery, the Permittee must cease all construction within 50 feet of the find, notify the county coroner, if necessary, and immediately contact the Office of Cultural Resource Studies (OCRS), Caltrans District 4. Upon contact, an OCRS archaeologist will evaluate the find within one (1) business day.

Streets and highways in the San Francisco Bay Area contain a significant number of existing underground utilities. This includes traffic signal conduits that are installed nine (9) inches or less in depth. The Permittee is responsible for necessary site investigations for identification of the location and depth of existing underground facilities prior to excavation (e.g., test hole or hand-dig) to avoid damage or disruption in services.

All pavements must be saw cut prior to removal or removed by grinding.

Obliterated pavement markings must be replaced in kind.

All signs and markings must comply with the California Manual on Uniform Traffic Control Devices (MUTCD) (available at https://dot.ca.gov/programs/safety-programs/camutcd).

Where Asphalt Concrete (AC) has been placed, temporary painted traffic striping and pavement markings must be installed within 24 hours. Where shown on the plans, after 30 days curing time, thermoplastic materials must be applied in accordance with the 2025 Caltrans Standard Specifications, Section 84, "Markings" (available at https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications)

Your attention is directed to the 2025 Caltrans Standard Specification, Section 5-1.36, "Property and Facility Preservation" (available at https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications) and Business and Professions Code, Section 8771. The Permittee must physically inspect the work site and locate survey monuments before work commencement. Monuments that might be disturbed must be referenced or reset in accordance with the California Business and Professions Code.

If feasible, monuments should not be set within the traveled way. All monuments that must be set or perpetuated in paved surfaces, must be constructed in accordance with the 2025 Caltrans Standard Specification, Section 78-2, "Survey Monuments" and the 2025 Caltrans Standard Plan A74, Type D, (available at https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications) equal with prior approval of the District Surveys Engineer.

Copies of Corner Records filed, or Record of Surveys recorded in compliance with the Business and Professions Code must be forwarded to the District Surveys Engineer.

The Permittee must reuse the soil within the work limits in the immediate area from which it was excavated. If any excess soil is generated, it becomes the property of the Permittee. The Permittee must transport all excess soil outside the State highway right-of-way and dispose of it in accordance with all applicable environmental laws and regulations (refer to "Hazardous Materials and Hazardous Waste Management" (TR-0408) special provisions).

If an accident or other incident (related or not related to the permitted activity) occurs within or close to the permitted activity, the permittee must immediately stop work and remove traffic controls from the highway unless public health, welfare and safety are compromised by unfinished work. Only traffic control to protect open excavations may remain in place. After free traffic flow is restored, work per the provisions of the permit may be returned.

Any damage to State facilities must be repaired to the same state as before the damage and the cost of repairs must be the responsibility of the permittee.

Upon completion of work authorized by this encroachment permit, the permittee must provide the State Representative with a set of As-Built plans, in accordance with General Provision 22.

Upon completion of work authorized by this encroachment permit, the Permittee must provide the State Representative with "Notice of Completion" (TR-0128) (available at https://dot.ca.gov/programs/traffic-operations/ep/applications).

Enclosures.

ENCROACHMENT PERMIT APPLICANT: CONTRACTOR(S) AUTHORIZATION FORM

DOT TR-0429 (NEW 12/2022)

The Permittee warrants and represents the Permittee has hired the following prime contractor(s) to perform the approved encroachment activities under Encroachment Permit #_____ on the Permittee's behalf as agents in accordance with Encroachment Permit General Provision #4 or Adopt-A-Highway Special Provision #3, whichever is part of the Encroachment Permit. The Permittee warrants and represents the Permittee has provided a copy of the Encroachment Permit to the prime contractor(s) listed below, and further warrants and represents that the activities related to the Encroachment Permit, whether performed by the Permittee or by the prime contractor(s) below or by any person or entity acting for or on behalf of the Permittee, will be performed in compliance with all terms, conditions, specifications, standards, provisions, and other requirements of the subject Encroachment Permit. The person signing below warrants and represents such person has authority on behalf of the Permittee to make the warranties and representations contained herein, and to agree to and so bind the Permittee to this page.

List of authorized prime contractors for the encroachment permit:

Contractor Name	Scope of Work (Traffic Control/Civil Work, etc.)	Contact Person	Contact Person's Information (Phone # and Email)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Permittee	**Name and Title of Person Signing for Permittee (Print)**	Signature	**Date**

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

ENCROACHMENT PERMIT APPLICANT: CONTRACTOR(S) AUTHORIZATION FORM

DOT TR-0429 (NEW 12/2022)

By signing below, each prime contractor acknowledges that such prime contractor has received a copy of Encroachment Permit #_____ and agrees such prime contractor, and such prime contractor's employees, managers, officers, directors, agents, subcontractors, and suppliers, will comply with, and will perform all activities in accordance with, all terms, conditions, specifications, standards, provisions, and other requirements of the Encroachment Permit, including but not limited to notifying the permit inspector as required in the Encroachment Permit and reporting the lane closure notifications per the Encroachment Permit General Provisions (TR-0045). Each person signing on behalf of each prime contractor warrants and represents such person has the authority to make the acknowledgments, warranties, and representations contained herein on behalf of the named prime contractor, and has the authority to agree to and so bind the named prime contractor to this page.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Prime Contractor	**Name and Title of Person Signing for Contractor (Print)**	Signature	**Date**
Name of Prime Contractor	**Name and Title of Person Signing for Contractor (Print)**	Signature	**Date**
Name of Prime Contractor	**Name and Title of Person Signing for Contractor (Print)**	Signature	**Date**
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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

NOTICE OF COMPLETION

DOT TR-0128 (REV 03/2024)

PERMIT NO.

To whom it may concern:

All work authorized by the above-numbered permit was completed on _____

By providing my electronic signature for this form, I agree to conduct business transactions by electronic means and that my electronic signature is the legal binding equivalent to my handwritten signature. I hereby agree that my electronic signature represents my execution or authentication of this form, and my intent to be bound by it.

SIGNATURE OF PERMITTEE

FM 92 1546 M

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ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV. 12/2022)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit or otherwise provided by law, and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications, denial of encroachment permits, and revocation of the encroachment permit if already issued.
4. **PERMITTEE AUTHORIZATION FOR OTHERS TO PERFORM WORK:** This encroachment permit allows only the Permittee and/or Permittee's authorized contractor or agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void. Permittee shall provide to the Department a list of Permittee's authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents, including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee's list of authorized contractors and/or agents.
5. **ACCEPTANCE OF PROVISIONS:** Permittee, and the Permittee's authorized contractors and/or agents, understand and agree to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way. The Permittee's authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee's authorized contractor and/or agent will be deemed non-compliance by the Permittee.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

   Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

   Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative and the Federal Highway Administration ("FHWA") representative if applicable.
9. **RIGHT OF ENTRY, INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway

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facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.

10. **PERMIT AT WORKSITE:** Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Coastal Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits, approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).
14. **PUBLIC TRAFFIC CONTROL:** The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

    Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs

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incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.

21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
    a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
    b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
    c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
    d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
    e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
    f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
    a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
    b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
26. **ENVIRONMENTAL:**
    a) ARCHAEOLOGICAL/HISTORICAL: If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
    b) HAZARDOUS MATERIALS: If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

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waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

c) BIOLOGICAL: If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.

28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the Department and the Permittee that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity

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contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify…" and "It is the intent of the parties…") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.
30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**
    a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:
        i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
        ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
        iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
        iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
    b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.
31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of this encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection, repair, and/or maintenance activities. Contact the Department for information.
32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

    The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

    The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.
33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting

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of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.

34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.
35. **LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT:** Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-eight (48) hours before, performing any excavation work within the State highway right-of-way.
38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

    Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."
39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
    a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
    b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
    c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
    d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

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PEDESTRIAN SAFETY (MCP)

In addition to the attached Encroachment Permit General Provisions (TR-0045), the following special provisions are also applicable:

1. When the work area encroaches upon a sidewalk, walkway, or crosswalk area, special consideration must be given to pedestrian safety. Protective barricades, fencing, handrails and bridges, together with warning and guidance devices and signs must be utilized so that the passageway for pedestrians, especially blind and other physically handicapped, is safe and well defined and shown on the approved permit plan.
2. Pedestrian walkways and canopies within State Right of Way shall comply with the requirements of the applicable local agency or of the latest edition of the Uniform Building Code whichever contains the higher standards.

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STORMWATER SPECIAL PROVISIONS FOR MINIMAL OR NO IMPACT (SWSP)

TR-0400 (Rev. 09/2024)

1. **GENERAL:** The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities ranging from more than a quarter of an acre to less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). These provisions must be included with the permit for projects that require an Erosion and Sediment Control Plan (ESCP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of the Caltrans' Standard Specifications.
2. **NPDES REQUIREMENTS:** The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (Order 2022-0033-DWQ, NPDES No. CAS000003, and any amendments and/or subsequent orders). Projects in construction with active waste discharge identification number (WDID number) may continue their coverage with the California Construction General Permit CGP (Order 2009-0009-DWQ, NPDES No. CAS000002, and any amendments and/or subsequent orders) until 9/1/2025. Privately funded projects may not extend their 2009 CGP regulatory coverage and are responsible for compliance with the CGP (Order WQ 2022-0057-DWQ NPDES No. CAS000002) after 9/1/2023. It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation, inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, 9) tracking controls, and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State Representative when discharges enter receiving waters, adjacent property, and drainage systems. The Permittee must also address any illicit discharges or illegal dumping prior to start of daily work schedule by cleaning them up. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency must be provided to the State Representative within forty-eight (48) hours of reported activity. For additional information on stormwater compliance, visit the State Water Resources Control Board's Storm Water Program.
3. **RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee must be responsible for preventing project related sediment, trash, debris, and other construction waste from entering the street, storm drains, drainage swales, stormwater conveyance infrastructure, local creeks, or any other bodies of water. All existing treatment BMP's (TBMPs) must be protected in place. If an existing TBMP is damaged by the Permittee, the Permittee is responsible for complete repair to a satisfactory condition determined by the State Representative.
4. **SPOILS AND RESIDUE:** The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system. The Permittee must ensure that Portland cement concrete and asphalt concrete grindings are not stockpiled or used in a manner that may result in an unauthorized stormwater discharge to waters of the state.
5. **SWEEPING:** Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Minimize the amount of dust particles during sweeping activities, ensuring that the levels do not exceed the standards set by local air quality control districts or the EPA's National Ambient Air Quality standards. Use wet-vacuum whenever dust generation is excessive, or sediment pickup is ineffective.
   Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of the Caltrans' Standard Specifications.
6. **VEHICLES AND EQUIPMENT:** The Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site. If vehicle or equipment cannot be immediately removed from job site, install secondary containment to contain spill and prevent illicit non-stormwater discharge.
7. **MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of equipment must not result in any pollution at the job site. The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials. All maintenance and fueling should be conducted at an appropriate facility that is feasible. All maintenance and fueling which must occur onsite

shall be conducted as far away as practical from drain inlets, water bodies, and other stormwater conveyance systems.

8. **CLEANING VEHICLES AND EQUIPMENT:** Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. All equipment must be sanitized prior to mobilization to limit the spread of invasive plant species. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. Notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least one hundred (100) feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least fifty (50) feet if outside the floodplain. Keep adequate quantities of absorbent spill cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.
9. **DIESEL FUELS:** The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.
10. **WEATHER CONDITIONS AT WORKSITE:** Any activity that generates fine particles or dust (e.g., Saw cutting, earthwork, sanding, etc.), which could be carried off-site by stormwater, must be conducted during dry weather conditions to avoid immediate mobilization into the drainage system.
11. **WIND EROSION PROTECTION**: The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site. Potential wind erosion BMPs may include wind fence, water application, gravel, and/or hydro-mulch.
12. **HOT MIX ASPHALT:** Runoff from washing hot mix asphalt must not enter any drainage conveyances or receiving waters.
13. **PROTECTION OF DRAINAGE FACILITIES:** The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State Representative during grading, paving, sealing, saw-cutting, grooving and grinding, or any other activity which may result in an illicit discharge. All materials must conform to Section 13-6.02 Materials for Water Pollution Control of the Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance with Section 13-4.03B Spill Prevention and Control and for leaks and spills from vehicles and equipment each day of use in accordance with Section 13-1.03C Inspections for Water Pollution Control and Section 14-11 Hazardous Waste and Contamination for Environmental Stewardship of the Caltrans' Standard Specifications.
14. **PAINT:** Clean water-based and oil-based paint from brushes or equipment within a contained area to prevent contamination of soil, receiving waters, or storm drain systems. Handle and dispose of paints, thinners, solvents, residues, and sludges that cannot be recycled or reused as hazardous waste under section 14-11. When thoroughly dry, dispose of dry latex paint, paint cans, used brushes, rags, absorbent materials, and drop cloths as solid waste under section 14-10.
15. **CONSTRUCTION MATERIALS AND MATERIAL MANAGEMENT:** Materials necessary for erosion and sediment control must be stockpiled on site at convenient locations to facilitate prompt installation. Such materials must be implemented at all inactive disturbed areas, and prior to all qualifying rain events. A "Qualifying Precipitation Event" (QPE) is defined as a forecast with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. Do not allow soil, sediment, or other debris from stockpiles to enter storm drains, open drainages, or watercourses. Minimize stockpiles of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar. All stockpiling of such materials must conform to Section 13-4.03C(2) Material Storage and Section 13-4.03C(3) Stockpile Management for Water Pollution Control of the Caltrans' Standard Specifications.
16. **CONCRETE EQUIPMENT:** Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems. Any concrete washout activities which result in compromised containment must be cleaned and disposed of immediately. All Designated concrete facilities, including equipment, washout areas must be contained during Qualifying Precipitation Events (QPEs) marked by clearly visible signage throughout the project area.
17. **EXISTING VEGETATION**: Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Fenced barriers may serve as an adequate buffer to prevent traffic across existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative.
18. **SOIL DISTURBANCE:** Soil disturbing activities must be avoided during the wet weather season. If construction activities during wet weather are allowed in the permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity. All temporary relocation of BMPs must be completed at the end of each working day and prior to each Qualifying Precipitation Event with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. Silt and debris shall be removed from linear barriers as part of the regular inspection schedule and as deemed necessary by the State Representative.

ENCROACHMENT PERMIT SPECIAL PROVISIONS

19. **SLOPE STABILIZATION AND TRACKING CONTROL:** Consider a certified expert in Erosion and Sediment Control in cases where slopes are disturbed or during implementation of temporary road construction for equipment and material access to the project. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization, Section 13.6 Temporary Sediment Control, Section 13.7 Temporary Tracking Control and Section 21 Erosion Control of the Caltrans' Standard Specifications for construction during application of temporary soil stabilization and sediment/tracking control measures to minimize impacts to the soil surface. Temporary construction entrances/exits are required to be stabilized and may include gravel, rumble plates, and/or FODS. Erosion control blankets, temporary mulch, soil binders, tackifier, fiber, seed, straw, temporary covers, rigid plastic, gravel bag barriers, sediment filter bags, temporary check dams, drainage inlet protection, fiber rolls and/or silt fences may be required down slope and on temporary construction roads and entrances until permanent soil stabilization is established. Consult with manufacturer specifications regarding maintenance frequency of sediment controls. All controls must be maintained to ensure proper functionality. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.
20. **STOCKPILES:** All stockpiled materials must be stored at least one hundred (100) feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least fifty (50) feet if outside the floodplain. All stockpiles must be covered and protected with a temporary perimeter sediment barrier if inactive or prior to each Qualifying Precipitation Event with a 50% or greater probability of precipitation that results in 0.5 inches or more of rain within a 24-hour period. A stockpile is considered inactive after fourteen (14) days without addition or subtraction. Additionally, cold mix stockpiles must be stored on an impermeable surface and covered with nine (9) mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control practices in Section 13--4.03C(3) Stockpile Management for Water Pollution Control of the Caltrans' Standard Specifications for construction. Demolished material must not be allowed to enter storm drain systems and receiving waters. Use authorized covers and platforms to collect debris. Use attachments on equipment to catch debris during all demolition activities. Empty debris-catching devices daily and handle debris in accordance with Section 13-4.03D Waste Management for Water Pollution Control of the Caltrans' Standard Specifications for construction.
21. **DISCOVERY OF CONTAMINATION:** The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material. Additionally, the State Representative must be notified if abandoned, underground tanks, pipes, or buried debris are encountered.
22. **SANITARY AND SEPTIC WASTE:** Do not bury or discharge wastewater from a sanitary or septic system within the highway. A sanitary facility discharging into a sanitary sewer system must be properly connected and free from leaks. Place a portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. The Permittee must comply with local health agency regulations if using an on-site disposal system.
23. **LIQUID WASTE:** Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free wastewater or rinse water, dredging, and wash water or rinse water running off a surface or other non-storm water liquids not covered under separate wastewater permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least fifty (50) feet away from moving vehicles, equipment, concentrated flows of storm water, drainage courses, and storm drain inlets. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13--4.03D(5) Liquid Waste for Water Pollution Control of the Caltrans' Standard Specifications for construction.
24. **WATER CONTROL AND CONSERVATION:** Manage water use in a way that will prevent erosion and discharge of pollutants into storm drain systems and receiving waters. Direct all runoff into areas where it can infiltrate.
25. **PILE DRIVING:** Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on when not in use. In the event of oil/grease leaks and spills from pile driving activities, immediately contain and dispose of all contaminated materials.
26. **DEWATERING**: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the Field Guide for Construction Site Dewatering. Contact the State Representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with Section 13-4.03G Dewatering for Water Pollution Control of the Caltrans' Standard Specifications for construction. Work plan also references guidelines and BMPs in the CGP and the Field Manual for Construction Site Dewatering. A 24-hour email notification of dewatering discharge to the Regional Water Board, including the implemented SWPPP and BMPs, is required by Attachment J of the CGP.

HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT

TR-0408 (New 09/2017)

By acceptance of this encroachment permit, Permittee hereby agrees that:

1. All construction debris/materials/water/excess soil must become the property of the Permittee, and must be transported and disposed of, outside of Caltrans' right-of-way, in accordance with all applicable environmental laws and regulations. The Permittee must be identified as the generator for all construction debris/materials/water/excess soil and must be responsible for proper identification (including sampling and analysis) and management of all construction and contaminated debris/materials/water/excess soil that are removed, and/or excavated, from the work site. If hazardous waste is generated, the Permittee must obtain an Environmental Protection Agency (EPA) Identification Number issued in their name. State Permit Inspector does not sign any manifests or shipping papers. The Permittee must be named as the generator on all Uniform Hazardous Waste Manifests and shipping papers. Caltrans must not be identified or written anywhere on the manifests or shipping papers. Prior to waste disposal, the Permittee should submit the waste generator form(s) to State Permit Inspector for verification. The Permittee must submit to the State Permit Inspector, a copy of all manifests and/or shipping papers generated for materials removed, transported and/or excavated from the state right-of-way.
2. If contaminated material is encountered, Permittee is to stop work and contact the State Permit Inspector immediately. The Permittee must submit a Sampling and Analysis Plan (SAP), and a Health and Safety Plan (HaSP) prepared by a Certified Industrial Hygienist (CIH) and in conformance with California Code of Regulations title 8, section 5192, "Hazardous Waste Operations and Emergency Response" for sampling activity through a separate permit application. Upon the permit review, additional environmental documents may be required prior to resumption of construction activity.
3. Permittee is responsible for any violation, penalty, enforcement action, corrective action, remedial action, and any other type of consequences resulting from cross contamination of groundwater (including perched groundwater), improper handling/managing of hazardous materials and/or placement of contaminated materials inside Caltrans right-of-way.
4. It is the Permittee's responsibility to comply with the Department of Toxic Substances Control (DTSC) ADL requirements for roadway soil management. Reuse of soils containing greater than 80 mg/kg total lead is not allowed without written approval of the DTSC and Caltrans. The Soil Management Agreement for Aerially Deposited Lead-Contaminated Soils between Caltrans and the DTSC does not constitute written approval for the Permittee to reuse soils containing greater than 80 mg/kg total lead.
5. The Permittee must implement the emergency notification requirements established in the California Office of Emergency Management Hazardous Materials, Spill / Release Notification Guidance (http://www.caloes.ca.gov/).
6. Any imported material used for backfill must be free of contamination, and a certificate of the material as "clean" with the source area of the material must be provided to Permit Inspector upon request. Importing soils containing greater than 80 mg/kg total lead for use in state right-of-way is not allowed.

   Stockpiles of material containing aerially deposited lead shall not be placed where affected by surface run-on or run-off. Stockpiles shall be covered with plastic sheeting 13 mils minimum thickness or with one foot of nonhazardous material. Stockpiles shall not be placed in environmentally sensitive areas. Stockpiled material shall not enter storm drains, inlets, or waters of the State.

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Infrastructure Projects – As-Built Subsurface Infrastructure

TR – 0449 (New 09/2025)

In addition to the attached Encroachment Permit General Provisions (TR-0045), the following special provisions are also applicable to projects that construct subsurface infrastructure:

1. **GENERAL:** The California Department of Transportation is responsible for operating, maintaining and constructing the State Highway System which requires accurate information about subsurface utility infrastructure for both Caltrans and any third-party infrastructure located within the state highway right-of-way. Government Code section 4216.3 (Senate Bill 865, approved by the Governor on September 29, 2020), requires network operators to maintain records of the locations of subsurface installations. "Subsurface installation" means any underground pipeline, conduit, duct, wire, or other structure, except non-pressurized sewer lines, non-pressurized storm drains, or other non-pressurized drain lines. Starting January 1, 2023, all new subsurface installations are to be mapped using a geographic information system (GIS) and maintain permanent records by the network operator. The legislation did not specify the accuracy of the as-builts submitted for newly installed facilities. For accuracy of as-builts and consistency of all as-builts received, Caltrans has adopted the national standard developed by the American Society of Civil Engineers under ASCE/UESI/CI 38-22 Standard Guideline for Investigating and Documenting Existing Utilities.

2. **APPLICABILITY:** These provisions apply to projects that construct subsurface infrastructure within the Caltrans state highway right-of-way. The following requirements for collecting information, analyzing, and documenting new underground infrastructure apply to all underground infrastructure and meet the requirements of Government Code section 4216.3 for utilities.

3. **DEFINITIONS:**

   excavation: Any operation in which earth, rock, or other material in the ground is moved, removed, or otherwise displaced by means of tools, equipment, or explosives in grading, trenching, digging, ditching, drilling, augering, tunneling, scraping, cable or pipe plowing and driving, or any other way.

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global navigation satellite system (GNSS): Satellite system used to pinpoint the geographic location of a user's receiver anywhere in the world. Two GNSS systems are in operation: the US GPS and the Russian Federation's GLONASS. Each of the GNSS systems uses a constellation of orbiting satellites working in conjunction with a network of ground stations.

GNSS base station: Single ground-based system consisting of a GNSS receiver, antenna, and telemetry equipment that provides differential GNSS correction signals to other GNSS receivers or rovers. Multiple base stations can be combined into a GNSS network.

GNSS correction service subscription: Subscription service to receive differential GNSS correction signals for higher accuracy GNSS positioning without the need of a GNSS base station. Signals are normally received via cellular wireless data services.

GNSS rover: Portable GNSS antenna, receiver, rod, and data collector with telemetry equipment for real-time point measurements.

network real time kinematic (Network RTK): System that uses multiple bases in real-time to provide high-accuracy GNSS positioning within the coverage area that is generally larger than that covered by a single GNSS base station.

Project Survey Datum: The Project Survey Datum is a type of reference Metadata. It is necessary to document what datum was used to collect, process, and deliver the geodatabase. The Project Survey Datum used should be consistent for the topographic and base mapping, design and as-builts. Project Survey Datum Metadata may include the name of a standard national or state coordinate reference system or of the individual parameters required to define the system, such as origin, projection system, scale factors, and grid versus ground factors, benchmarks, or control points. Benchmarks or control points are a type of reference Metadata. It is necessary to document what benchmarks or control points were used, what was the source of the X, Y, and Z (i.e., surveyors' control report), and what errors may be associated with survey accuracy.

real time kinematic global positioning system (RTK-GNSS): System based on the use of carrier phase measurements of the available GNSS signals where a single GNSS base station or RTK network provides the corrections to achieve centimeter-level accuracy in real time.

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site calibration or localization: Process that establishes the relationship between the observed control point coordinates and the site coordinate system, which is usually grid. The term applies to both GNSS and robotic total station equipment.

subsurface utility engineering: The specialty practice of civil engineering's utility engineering branch that includes the investigation, analysis, judgment, and documentation of existing Utility networks.

utility quality level A: Value assigned to that portion (x-, y-, and z-geometry) of a utility segment or subsurface utility feature that is directly exposed and measured and whose location and dimensions are tied to the project survey datum. The utility segment or subsurface utility feature must be tied to the project survey datum with an accuracy of 0.1-foot (30 mm) vertical and to 0.2-foot (60 mm) horizontal for the measurements of the outside limits of the utility feature or utility segment that is exposed.

utility quality level B: Value assigned to a utility segment or subsurface utility feature whose existence and horizontal position is based on geophysical methods combined with professional judgment and whose location is tied to the project survey datum.

4. SUBMITTALS:

Submit the name and qualifications of the licensed land surveyor in the State of California, in responsible charge for the data collection of underground infrastructure, five (5) business days before starting data collection.

Submit site calibration or localization results within one (1) business day of the calibration or localization testing. Allow three (3) business days for the review of the results.

Submit a digital copy and hard copy of the new subsurface infrastructure report.

5. QUALITY CONTROL:

General

Horizontal Northing (Y) and Easting (X) coordinates must be referenced to horizontal survey datum North American Datum of 1983 (NAD 83) or the North American Terrestrial Reference Frame of 2022 (NATRF2022), or the Pacific Terrestrial Reference Frame of 2022 (PATRF2022) and have a 0.2-foot (60 mm) horizontal accuracy.

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Elevations (Z) must be referenced to the North American Vertical Datum of 1988 (NAVD 88) or the North American-Pacific Geopotential Datum of 2022 (NAPGD2022) and have a 0.1-foot (30 mm) vertical accuracy.

Coordinates and elevations must be in decimal format and have two significant figures after the decimal point.

Project Survey Datum

All GNSS devices for the project must be set to the same state plane survey datum, coordinate system, and CCS83 zone per California Coordinate System of 1983 (CCS83) as defined in Public Resource Codes §§ 8801, 8850 through 8860, and site calibration or localization.

GNSS Site Calibration or Localization

Perform GNSS site calibration or Localization using Caltrans control point information or when Caltrans control points are not available within the project limits, other control points maybe used but must be converted to the datums specified above.

Check each survey control point for accuracy per Caltrans Surveys Manual Chapters 4, 5, 6, 7, 8 and 9.

GNSS Check Test

Check GNSS equipment, including rovers to ensure equipment is setup correctly. Measure a known control point and verify the GNSS equipment achieves accuracies within 0.1-foot for vertical elevations and 0.2-foot for horizontal coordinates.

6. INFRASTRUCTURE DATA COLLECTION:

General

Perform locating of new underground infrastructure. Comply with the analysis, and documentation requirements for subsurface utility engineering quality level A under ASCE/UESI/CI 38-22 Standard Guideline for Investigating and Documenting Existing Utilities.

Use GNSS real time kinematic from one of the following:

1. Network RTK
2. RTK-GNSS

A different high precision position system that meets or exceeds the precision requirements may be used when authorized.

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Perform GNSS site calibration or localization at least five (5) business days before starting underground infrastructure data collection.

Perform GNSS check test before starting underground infrastructure data collection and at the end of each workday. Maintain a log of check test measurements.

Collecting Data

Collect location data for new underground infrastructure, including any underground pipeline, sewer lines, storm drains, drain lines, conduit, duct, wire, or other structure.

Measure the coordinates that define the horizontal and vertical location of underground infrastructure relative to a preestablished datum (X-Y-Z) at the center of above ground facility features including, manholes, handholds, storm drains, pull boxes, vaults, and above ground equipment enclosures.

For trenching installation, measure the X-Y-Z values on top of each distinct linear infrastructure at:

1. Horizontal bends
2. Vertical bends
3. Points of deflection
4. Maximum 50-foot intervals

Measurement of X-Y-Z values in trench installation must be by direct survey while the infrastructure is exposed and before backfilling; or by establishing reference tie points with known horizontal and vertical offsets while the infrastructure is exposed, followed by a post-backfill survey. This ensures the licensed surveyor can accurately depict the infrastructure's location to meet Quality Level A standards.

For trenchless installation, measure the X-Y-Z values of each distinct linear infrastructure at:

1. The entrance and exit of the borehole and at all required test pit verification points.
2. Maximum 50-foot intervals between the entrance and exit of the bore hole. Use the installation equipment bore logs or geophysical equipment for indirect locating.

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3. The last observed entrance and exit locations where the linear infrastructure passes below a structure or body of water, or the infrastructure is too deep to be detected.

When using geophysical methods for trenchless installation, use at least two geophysical methods for collecting locating data to comply with Utility Quality Level B.

7. **SUBSURFACE INFRASTRUCTURE REPORTS:** New subsurface infrastructure report includes data collected for new subsurface infrastructure, for compliance with subsurface utility engineering quality levels A and B.

Subsurface infrastructure report includes:

1. A file geodatabase using Caltrans' as-built GIS schema.
2. Files with data collected as points. For linear features, lines must be created from the points collected and the points must remain in the file. All data must be collected using the latest as-built feature code library (fxl). Data files must be compatible with Trimble Business Center, TBC.
3 Information for datum tag and epochs, geoid models, benchmarks, and reference stations used for the collection of horizontal and vertical values.
4 Information and qualifications of the licensed land surveyor who certifies the accuracy and nature of the collected subsurface utility data.

Adhere to the standardized field names, domain values, and depicted geometries shown in Table 2-2 through Table 2-7 of ASCE 75-22 Standard Guideline for Recording and Exchanging Utility Infrastructure Data, include depth information from original ground to located utility, and as provided in the Middle Mile Broadband As-built feature code library (fxl).

The Caltrans survey templates for as-built GIS schema and feature code library are available at:

https://misc-external.dot.ca.gov/cadd/index.htm

A responsible charge statement per California Code of Regulations (CCR) 404.2 is required by the licensed land surveyor to ensure the subsurface infrastructure report is valid. A signed, sealed and dated report is required per §411(g)(2)(h) by the licensed land surveyor in responsible charge.

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CITY OF MILPITAS

CALAVERAS BLVD MEDIAN IMPROVEMENT
PROJECT NO. 3468
SOUTH MILPITAS BLVD TO N. PARK VICTORIA DR

PROJECT SCOPE

THE PROJECT SCOPE INCLUDES, BUT NOT LIMITED TO, REMOVING AND DISPOSING OF EXISTING LANDSCAPING, EXCAVATING, INSTALLING COBBLESTONE CONCRETE PAVING, 3/4" RED LAVA GRAVEL, AND RE-STAIN EXISTING STAINED CONCRETE. ALL PROJECT WORK IS WITHIN CALTRANS R/W. ENCROACHMENT PERMIT SHALL BE PROVIDED BY CITY. SEE SPECIFICATIONS FOR ADDITIVE INFORMATION RELATED TO PERMIT REQUIREMENTS.

PROJECT SITE

NTS

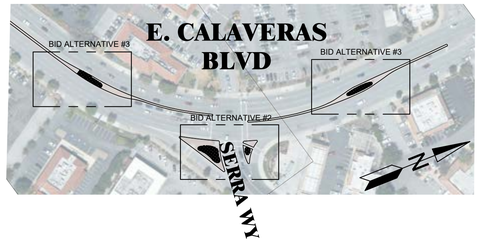
LEGEND

INSTALL 3/4" RED LAVA GRAVEL BY LYNGSO OR APPROVED EQUAL (SEE SPECIFICATION SECTION 32 13 13 – SITE CONCRETE)

INSTALL COBBLESTONE CONCRETE PAVING (SEE SPECIFICATION SECTION 32 13 13 – SITE CONCRETE)

REMOVE EXISTING LANDSCAPE AND SOIL A MIN 4" BELOW TOP OF CURB

ADDITIVE ALTERNATE #1: RE–STAIN EXISTING CONCRETE TO MATCH EXISTING COLOR



PROJECT SITE CONTINUED

NTS

SHEET INDEX

DWG NO.	SHEET TITLE
1	TITLE SHEET
2	GENERAL NOTES
3	DEMOLITION PLAN
4	BLUEPRINT FOR A CLEAN BAY
5	IMPROVEMENT PLAN - N. MILPITAS BLVD TO S. HILLVIEW DR
6	IMPROVEMENT PLAN - N. HILLVIEW DR TO I-680 OVERPASS
7	IMPROVEMENT PLAN - I-680 OVERPASS TO N. PARK VICTORIA DR
8	BID ALTERNATIVE #2 - IMPROVEMENT PLAN - SERRA WAY
9	BID ALTERNATIVE #3 - IMPROVEMENT PLAN - NORTH/SOUTH OF SERRA WAY
10	TRAFFIC CONTROL PLAN - NOTES, LEGEND, AND KEY MAP
11-12	TRAFFIC CONTROL PLAN - PHASE 1
13-14	TRAFFIC CONTROL PLAN - PHASE 2
15-16	TRAFFIC CONTROL PLAN - PHASE 3

Know what's below. Call before you dig.

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER MICHAEL SILVEIRA No. 83869 EXP 9/2027 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: 10/7/25
Check By: TC Date: 10/7/25
Designed By: AH Date: 10/7/25

Revisions

Num.	Description	Engr. Aprv.	Date:

CITY OF MILPITAS
ENGINEERING DIVISION

CALAVERAS BLVD MEDIAN IMPROVEMENT

PROJECT COVER PAGE

RECOMMENDED FOR BIDDING BY: Lyhak Eam
Lyhak Eam, P.E.
PW Division Manager - Engineering
DATE: _____

RECOMMENDED FOR APPROVAL FOR BIDDING BY: Michael Silveira
Michael Silveira, P.E.
City Engineer
DATE: _____

CITY PROJECT NO. CIP No. 3468
Rec Dwg No.
DATE: 1/6/2025
SCALE:
PAGE NO. SHEET 1 OF 16

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/OR 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 SPECIFICATIONS, ORDINANCES OF THE CITY OF MILPITAS, AND THE LATEST STATE STANDARD SPECIFICATIONS. CITY STANDARD DETAILS AND SPECIFICATIONS ARE AVAILABLE FROM THE CITY WEBSITE https://www.milpitas.gov/333/Standard-Details-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 INSPECTOR 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 JR BIRTHDAY, CESAR CHAVEZ'S 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.
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 PERIMETER AROUND FOUND MATERIALS 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.

ROADWAY & TRAFFIC CONTROL

1. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN DESIGNED BY A CALIFORNIA LICENSED ENGINEER AND RECEIVE CITY APPROVAL OF PLAN PRIOR TO STARTING WORK IN THE STREET.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. CONTRACTOR SHALL ONLY HAUL ON ROUTES AND STREETS AS DIRECTED IN THE CONTRACT DOCUMENTS OR AS PRE-APPROVED BY THE CITY ENGINEER.
11. 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.
12. CONTRACTOR SHALL NOT STORE MATERIALS OR EQUIPMENT ON STREET OR RIGHT OF WAY UNLESS SPECIFICALLY APPROVED BY THE CITY ENGINEER.
13. CONTRACTOR SHALL OBTAIN APPROVALS FROM PRIVATE PROPERTY OWNERS PRIOR TO ACCESS OR USE OF PROPERTY.
14. 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 COMMUNICATION CENTER (408) 586-2400 OF STREETS WHERE SIGNAGE HAS BEEN POSTED.

UTILITIES & UNDERGROUND

1. 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.usanorth811.org
2. 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.
3. 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.
4. 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.
5. UTILITY BOXES, MANHOLE COVERS, AND OTHER INFRASTRUCTURE SHALL BE BROUGHT TO FINISHED GRADE BY CONTRACTOR NO LATER THAN 72-HOURS FOLLOWING FINAL PAVING OPERATIONS.
6. CONTRACTOR SHALL NOT OPERATE WATER VALVES WITHOUT PRIOR APPROVAL FROM PUBLIC WORKS INSPECTOR.
7. 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.
8. 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.

811 Know what's below. Call before you dig.

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER MICHAEL SILVERA No. 83869 EXP 9/2027 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: 10/7/25
Check By: TC Date: 10/7/25
Designed By: AH Date: 10/7/25

Revisions

Num.	Description	Engr. Aprv.	Date:

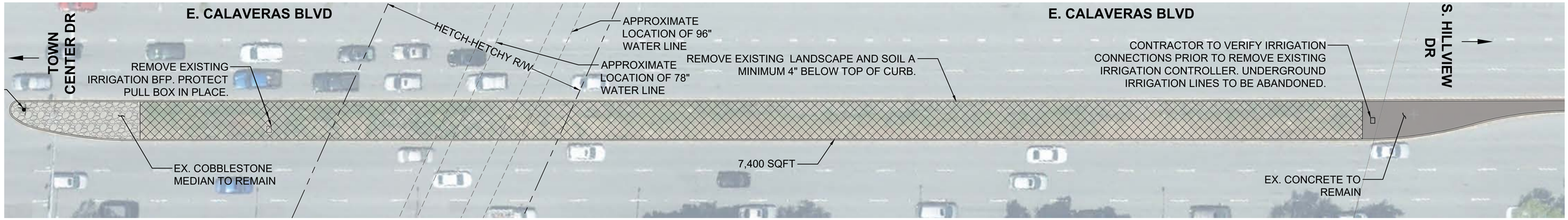
CITY OF MILPITAS ENGINEERING DIVISION

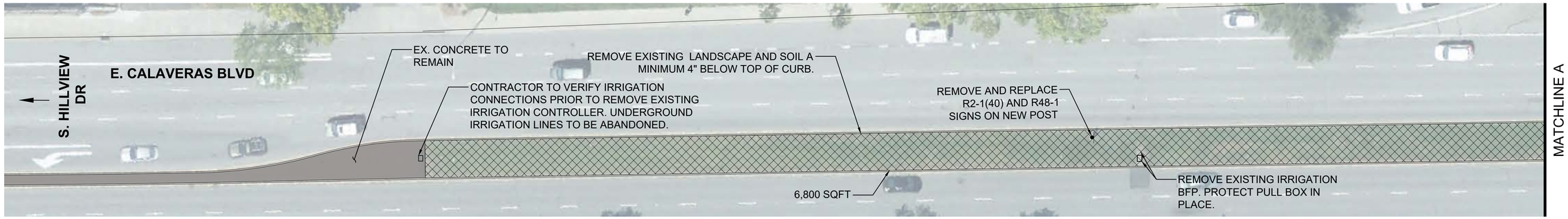
CALAVERAS BLVD MEDIAN IMPROVEMENT

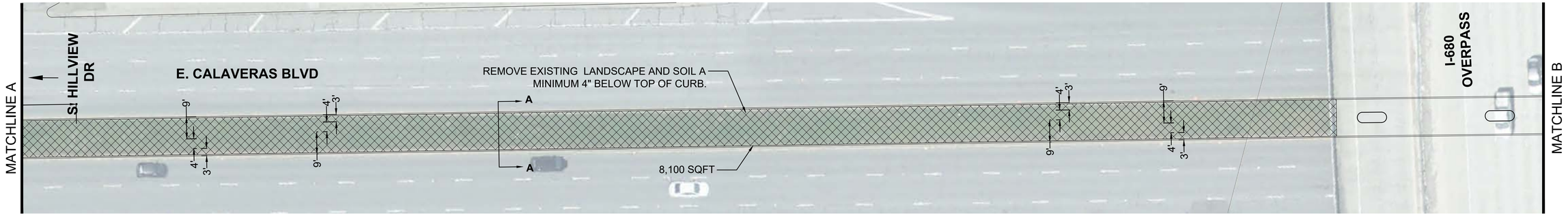
GENERAL NOTES

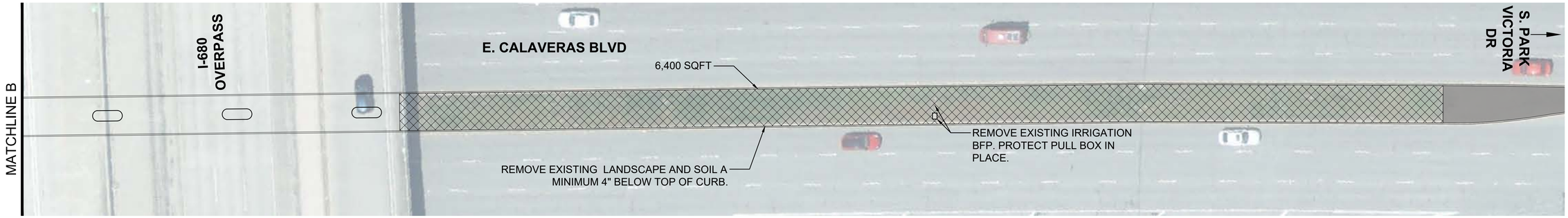
RECOMMENDED FOR BIDDING BY: Lyhak Eam
Lyhak Eam, P.E.
Public Works Division Manager - Engineering
DATE:

CITY PROJECT NO. CIP No. 3468
Rec Dwg No.
DATE: 1/6/2025
SCALE: 1"=20'
PAGE NO. SHEET 2 OF 16









Know what's below. Call before you dig.

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER MICHAEL SILVEIRA No. 83869 EXP 9/2027 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: 10/7/25

Check By: TC Date: 10/7/25

Designed By: AH Date: 10/7/25

Revisions

Num.	Description	Engr. Aprv.	Date:

CITY OF MILPITAS ENGINEERING DIVISION

CALAVERAS BLVD MEDIAN IMPROVEMENT

DEMOLITION PLAN

RECOMMENDED FOR BIDDING BY: Lyhak Eam
Lyhak Eam, P.E.
Public Works Division Manager - Engineering
DATE: _____

CITY PROJECT NO. CIP No. 3468

Rec Dwg No.

DATE: 1/6/2025

SCALE: 1"=20'

PAGE NO. SHEET 3 OF 16

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 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.
- ❑ Period major equipment repairs away from the job site.
- ❑ When refueling or vehicle/equipment maintenance must be done on site, designate a location away from storm drains.
- ❑ Do not use diesel oil to lubricate equipment parts, or clean equipment.

Practices During Construction

- ❑ Remove existing vegetation only when absolutely necessary. Plant temporary vegetation for erosion control on slopes or where construction is not immediately planned.
- ❑ Protect downslope drainage courses, streams, and storm drains with wattles, or temporary drainage swales. Use check dams or ditches to divert runoff around excavations. Refer to the Regional Water Quality Control Board's Erosion and Sediment Control Field Manua l for proper erosion and sediment control measures, and California Stormwater Quality Association Stormwater Best Management Practice Handbook (construction, 2003)
- ❑ Cover stockpiles and excavated soil with secured tarps or plastic sheeting.

Dewatering Operations
Check for Toxic Pollutants

- ❑ Check for odors, discoloration, or an oily sheen on groundwater.
- ❑ Call your local wastewater treatment agency and ask whether the groundwater must be tested.
- ❑ If contamination is suspected, have the water tested by a certified laboratory.
- ❑ Depending on the test results, you may be allowed to discharge pumped groundwater to the storm drain (if no sediments present) or sanitary sewer. OR, you may be required to collect and haul pumped groundwater offsite for treatment and disposal at an appropriate treatment facility.

Detecting Contaminated Soil or Groundwater

Contaminated groundwater is a common problem in the Santa Clara Valley. It is essential that all contractors and subcontractors involved know what to look for in detecting contaminated soil or groundwater, and testing ponded groundwater before pumping. Watch for any of these conditions:

1. Unusual soil conditions, discoloration or odor.
2. Abandoned underground tanks.
3. Abandoned wells.
4. Buried barrels, debris or trash.

If any of these are found follow the procedures below.

Roadwork and Paving

Who should use this information?

- Road Crews
- Driveway/Sidewalk/Parking Lot Construction Crews
- Seal Coat Contractors
- Operators of Grading Equipment, Paving Machines, Dump Trucks, Concrete Mixers
- Construction Inspectors
- General Contractors
- Developers
- Home Builders

Storm Drain Pollution from Roadwork

Road paving, surfacing, and pavement removal happen right in the street, where there are numerous opportunities for asphalt, saw-cut slurry, or excavated material to illegally enter storm drains. Extra planning is required to store and dispose of materials properly and guard against pollution of storm drains, creeks, and the Bay.

Doing the Job Right
General Business Practices

- ❑ Develop and implement erosion/sediment control plans for roadway embankments.
- ❑ Schedule excavation and grading work during dry weather.
- ❑ Check for and repair leaking equipment.
- ❑ Perform major equipment repairs at designated areas in your maintenance yard, where cleanup is easier. Avoid performing equipment repairs at construction sites.
- ❑ When refueling or when vehicle/equipment maintenance must be done on site, designate a location away from storm drains and creeks
- ❑ Do not use diesel oil to lubricate equipment parts or clean equipment.
- ❑ Recycle used oil, concrete, broken asphalt, etc. whenever possible, or dispose of properly.

During Construction

- ❑ Avoid paving and seal coating in wet weather, or when rain is forecast, to prevent fresh materials from contacting stormwater runoff.
- ❑ Cover and seal catch basins and manholes when applying seal coat, slurry seal, fog seal, or similar materials.
- ❑ Protect drainage ways by using earth dikes, sand bags, or other controls to divert or trap and filter runoff.
- ❑ Never wash excess material fr om exposed aggregate concrete or similar treatments into a street or storm drain. Collect and recycle, or dispose to dirt area.
- ❑ Cover stockpiles (asphalt, sand, etc.) and other construction materials with plastic tarps. Protect from rainfall and prevent runoff with temporary roofs or plastic sheets and berms.
- ❑ Park paving machines over drip pans or absorbent material (cloth, rags, etc.) to catch drips when not in use.
- ❑ Clean up all spills and leaks using "dry" methods (with absorbent materials and/or rags) Dig up, remove, and properly dispose of contaminated soil.
- ❑ Collect and recycle or appropriately dispose of excess abrasive gravel or sand.
- ❑ Avoid over-application by water trucks for dust control.

Asphalt/Concrete Removal

- ❑ Avoid creating excess dust when breaking asphalt or concrete.
- ❑ After breaking up old pave ment, be sure to remove all chunks and pieces. Make sure broken pavement does not come in contact with rainfall or runoff.
- ❑ When making saw cuts, use as little water as possible. Shovel or vacuum saw-cut slurry and remove from the site. Cover or protect storm drain inlets during saw-cutting. Sweep up, and properly dispose of, all residues.
- ❑ Sweep, never hose down streets to clean up tracked dirt. Use a street sweeper or vacuum truck. Do not dump vacuumed liquor in storm drains.

Painting and Application of Solvents and Adhesives

Who should use this information?

- Painters
- Paperhangers
- Plasterers
- Graphic Artists
- Dry Wall Crews
- Floor Covering Installers
- General Contractors
- Home Builders
- Developers
- Homeowners

Storm Drain Pollution from Paints, Solvents, and Adhesives

All paints, solvents, and adhesives contain chemicals that are ha rmful to wildlife in local creeks, San Francisco Bay, and the Pacific Ocean. Toxic chemicals may come from liquid or solid products or from cleaning residues or rags. Paint material and wastes, adhesives and cleaning fluids should be recycled when possible, or disposed of properly to prevent these materials from flowing into storm drains and watercourses.

Doing the Job Right
Handling Paint Products

- ❑ Keep all liquid paint products and wastes away from the gutter, street, and storm drains. Liquid residues from paints, thinners, solvents, glues, and cleaning fluids are hazardous wastes and must be disposed of as hazardous.
- ❑ Wash water from painted buildings constructed before 1978 can contain high amounts of lead, even if paint chips are not present. Before you begin stripping paint or cleaning pre-1978 building exteriors with water under high pressure, test paint for lead by taking paint scrapings to a local laboratory. See Yellow Pages for a state-certified laboratory.
- ❑ If there is loose paint on the building, or if the paint tests positive for lead, block storm drains. Check with the wastewater treatment plant to determine whether you may discharge water to the sanitary sewer, or if you must send it offsite for disposal as hazardous waste.

Paint Removal

- ❑ Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- ❑ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury or tributyl tin must be disposed of as hazardous wastes. Lead based paint removal requires a state-certified contractor.
- ❑ When stripping or cleaning building exteriors with high-pressure water, block storm drains. Direct wash water onto a dirt area to find out if you can collect (mop or vacuum) building cleaning water and dispose to the sanitary sewer. Sampling of the water may be required to assist the wastewater treatment authority in making its decision.

Painting Cleanup

- ❑ Never clean brushes or rinse paint containers into a street, gutter, storm drain, French drain, or stream.
- ❑ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain. Dispose of excess liquids and residue as hazardous waste.
- ❑ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids and residue as hazardous waste.
- ❑ When thoroughly dry, empty paint cans, used brushes, rags, and drop cloths may be disposed of as garbage in a sanitary landfill. Leave lids off paint cans so the refuse collector can see that they are empty. Empty, dry paint cans also may be recycled as metal.
- ❑ Dispose of empty aerosol paint cans as hazardous waste or at household hazardous waste collection events.

Recycle/Reuse Leftover Paints Whenever Possible

- ❑ Donate excess water-based (latex) paint for reuse.
- ❑ Reuse leftover oil-based paint. Dispose of non-recyclable thinners, sludge and unwanted paint, as hazardous waste.
- ❑ Unopened cans of paint may be able to be returned to the paint vendor. Check with the vendor regarding its "buy-back" policy.

General Construction and Site Supervision

Who should use this information?

- General Contractors
- Site Supervisors
- Inspectors
- Home Builders
- Developers
- Homeowners

Storm Drain Pollution from Construction Activities

Construction sites are common sources of storm water pollution. Materials and wastes that blow or wash into a storm drain, gutter, or street have a direct impact on local creeks and the Bay.

As a contractor, or site supervisor, owner or operator of a site, you may be responsible for any environmental damage caused by your subcontractors or employees.

Doing the Job Right
General Principles

- ❑ Keep an orderly site and ensure good housekeeping practices are used.
- ❑ Maintain equipment properly.
- ❑ Cover materials when they are not in use.
- ❑ Keep materials away from streets, storm drains and drainage channels.
- ❑ Ensure dust control water doesn't leave site or discharge to storm drains.

Advance Planning To Prevent Pollution

- ❑ Schedule excavation and grading activities for dry weather periods. To reduce soil erosion, plant temporary vegetation or place other erosion controls before rain begins. Use the Erosion and Sediment Control Field Manual , available form the Regional Water Quality Control Board San Francisco Bay Region, as a reference.
- ❑ Control the amount of runoff crossing your site (especially during excavation!) by using berms or temporary or permanent drainage ditches to divert water flow around the site. Reduce stormwater runoff velocities by constructing temporary check dams or berms where appropriate.
- ❑ Train your employees and subcontractors. Make these brochures available to everyone who works on the construction site. Inform subcontractors about the stormwater requirements and their own responsibilities.

Good Housekeeping Practices

- ❑ Designate one area of the site for auto parking, vehicle refueling, and routine equipment maintenance. The designated area should be well away from streams or storm drain inlets, bermed if necessary. Make major repairs off site.
- ❑ Keep materials out of the rain – prevent runoff contamination at the source. Cover exposed piles of soil or construction materials with plastic sheeting or temporary roofs. Before it rains, sweep and remove materials from surfaces that drain to storm drains, creeks, or channels.
- ❑ Keep pollutants off exposed surfaces. Place trash cans and recycling receptacles around the site to minimize litter.
- ❑ Clean up leaks, drips and other spills immediately so they do not contaminate soil or groundwater or leave residue on paved surfaces.
- ❑ Never hose down "dirty" pavement or surfaces where materials have spilled.
- ❑ Use dry cleanup methods whenever possible. If you must use water, use just enough to keep the dust down.
- ❑ Cover and maintain dumpsters. Check frequently for leaks. Place dumpsters under roofs or cover with tarps or plastic sheeting secured around the outside of the dumpster. Never clean out a dumpster by hosing it down on the construction site.
- ❑ Place portable toilets away from storm drains. Make sure portable toilets are in good working order. Check frequently for leaks .

Materials/Waste Handling

- ❑ Practice Source Reduction -- minimize waste when you order materials. Order only the amount you need to finish the job.
- ❑ Use recyclable materials whenever possible. Arrange for pick-up of recyclable materials such as concrete, asphalt, scrap metal, solvents, degreasers, cleared vegetation, paper, rock, and vehicle maintenance materials such as used oil, antifreeze, batteries, and tires.
- ❑ Dispose of all wastes properly. Many construction materials and wastes, including solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and cleared vegetation can be recycled.
  Materials that cannot be recycled must be taken to an appropriate landfill or disposed of as hazardous waste.
  Never bury waste materials or leave them in the street or near a creek or stream bed.

Permits

- ❑ In addition to local grading and building permits, you will need to obtain coverage under the State's General Construction Activity Stormwater Permit if your construction site's disturbed area totals 1 acre or more. Information on the General Permit can be obtained from the Regional Water Quality Control Board.

Landscaping,Gardening, And Pool Maintenance

Who should use this information?

- Landscapers
- Gardeners
- Swimming Pool/Spa Service and Repair Workers
- General Contractors
- Home Builders
- Developers
- Homeowners

Storm Drain Pollution from Landscaping and Swimming Pool Maintenance

Many landscaping activities expose soils and increase the likelihood that earth and garden chemicals will run off into the storm drains during irrigation or when it rains. Swimming pool water containing chlorine and copper-based algaecides should never be discharged to storm drains. These chemicals are toxic to aquatic life.

Doing the Job Right
General Business Practices

- ❑ Protect stockpiles (e.g. asphalt, sand, or soil) and landscaping materials from wind and rain by storing them under tarps or secured plastic sheeting.
- ❑ Store pesticides, fertilizers, and other chemicals indoors or in a shed or storage cabinet.
- ❑ Schedule grading and excavation projects during dry weather.
- ❑ Use temporary check dams or ditches to divert runoff away from storm drains.
- ❑ Protect storm drains with sandbags or other sediment controls.
- ❑ Revegetation is an excellent form of erosion control for any site. Replant as soon as possible with temporary vegetation such as grass seed.

Landscaping/Garden Maintenance

- ❑ Consider using Integrated Pest Management Techniques. Use pesticides sparingly, according to instructions on the label. Rinse empty containers, and use rinsewater as product. Dispose of rinsed, empty containers in the trash.
- ❑ Dispose of unused pesticides as hazardous waste.
- ❑ Collect lawn and garden clippings, pruning waste, and tree trimmings. Chip if necessary, and compost if possible.
- ❑ Do not blow or rake leaves, etc. into the street, or place yard waste in gutters or on dirt shoulders. Sweep up any leaves, litter or residue in gutters or on street.

Pool/Fountain/Spa Maintenance
Draining pools or spas

- ❑ When it's time to drain a pool, spa, or fountain, please be sure to call your local wastewater treatment plant before you start for further guidance on flow rate restrictions, backflow prevention, and handling special cleaning waste (such as acid wash). Discharge flows should be kept to the low levels typically possible through a garden hose. Higher flow rates may be prohibited by local ordinance.
- ❑ Never discharge pool or spa water to a street or storm drain; discharge to a sanitary sewer cleanout.
- ❑ If possible, when emptying a pool or spa, let chlorine dissipate for a few days and then recycle/ reuse water by draining it gradually onto a landscaped area. OR
- ❑ San Jose/Santa Clara Water Pollution Control Plant (408) 945-5300. You may be able to discharge to the sanitary sewer by running the hose to a utility sink or sewer pipe clean-out.
- ❑ Do not use copper-based algacides Control algae with chlorine or other alternatives, such as sodium bromide.

Filter Cleaning

- ❑ Never clean a filter in the street or near a storm drain. Rinse cartridge and diatomaceous earth filters onto a dirt area, and spade filter residue into soil. Dispose of spent diatomaceous earth in the garbage.
- ❑ If there is no suitable dirt call San Jose/Santa Clara Water Pollution Control Plant (408) 945-5300 for instructions on discharging filter backwash or rinse water to the sanitary sewer.

Milpitas Municipal Code (MMC) 2017

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
MICHAEL SILVERA
No. 83869
EXP 9/2027
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: 10/7/25
Check By: TC Date: 10/7/25
Designed By: AH Date: 10/7/25

Revisions

Num.	Description	Engr. Aprv.	Date:

CITY OF MILPITAS
CALIFORNIA
JANUARY 26, 1954

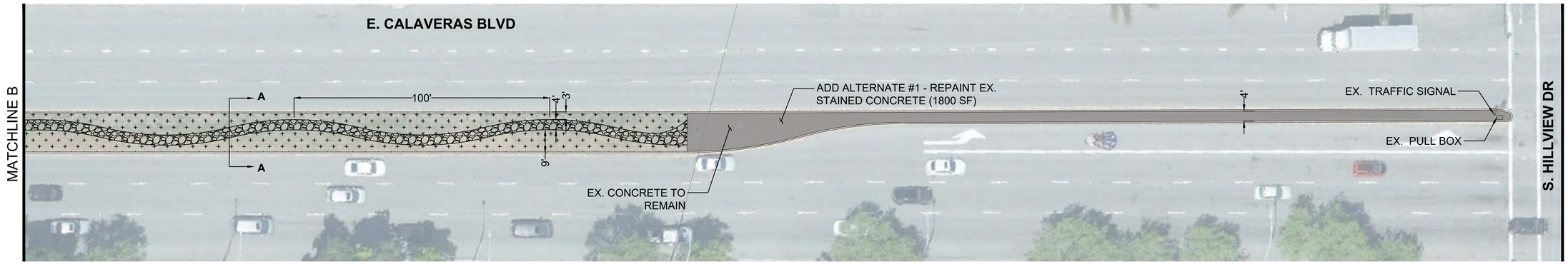
CITY OF MILPITAS
ENGINEERING DIVISION

CALAVERAS BLVD MEDIAN IMPROVEMENT

BLUEPRINT FOR A CLEAN BAY

RECOMMENDED FOR BIDDING BY: Lyhak Eam
Lyhak Eam, P.E.
Public Works Division Manager - Engineering DATE: _____

CITY PROJECT NO. CIP No. 3468
Rec Dwg No.
DATE: 1/6/2025
SCALE: 1"=20'
PAGE NO. SHEET 4 OF 16



Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER MICHAEL SILVEIRA No. 83869 EXP 9/2027 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: 10/7/25

Check By: TC Date: 10/7/25

Designed By: AH Date: 10/7/25

Revisions

Num.	Description	Engr. Aprv.	Date:

CITY OF MILPITAS CALIFORNIA JANUARY 25, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

CALAVERAS BLVD MEDIAN IMPROVEMENT

IMPROVEMENT PLAN
N. MILPITAS BLVD TO S. HILLVIEW DR

RECOMMENDED FOR BIDDING BY: Lyhak Eam
Lyhak Eam, P.E.
Public Works Division Manager - Engineering
DATE:

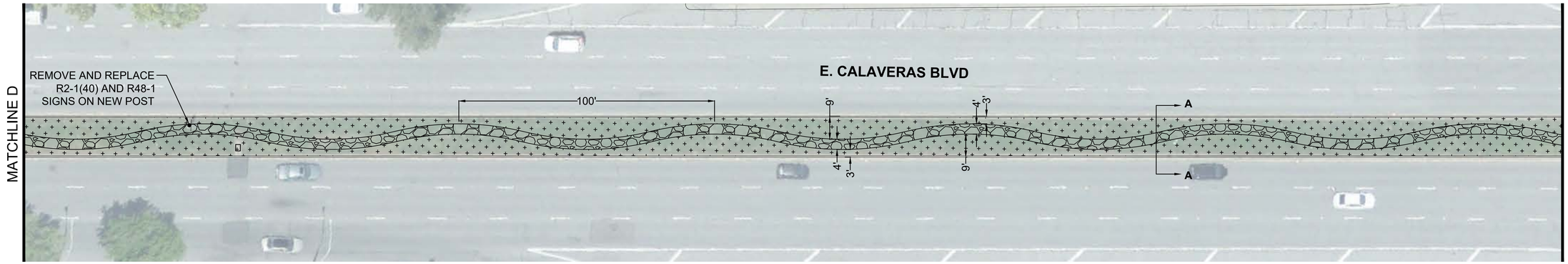
CITY PROJECT NO. CIP No. 3468

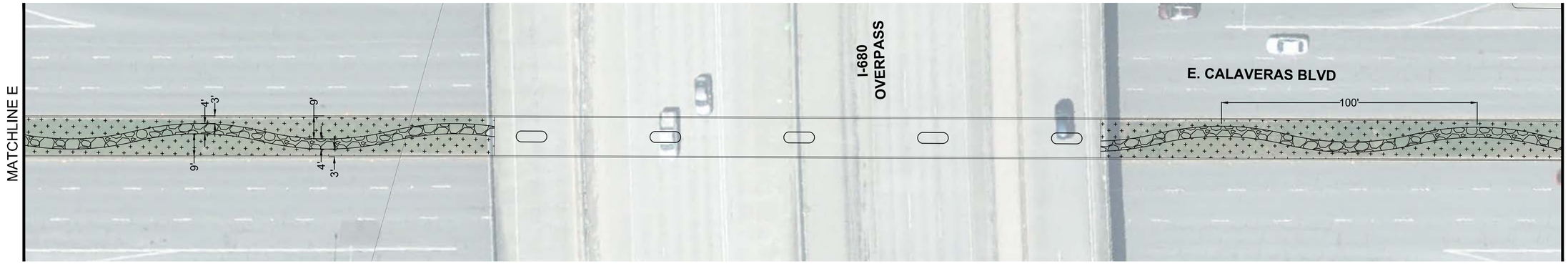
Rec Dwg No.

DATE: 1/6/2025

SCALE: 1"=20'

PAGE NO. SHEET 5 OF 16





Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
MICHAEL SILVEIRA
No. 83869
EXP 9/2027
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: 10/7/25

Check By: TC Date: 10/7/25

Designed By: AH Date: 10/7/25

Revisions

Num.	Description	Engr. Aprv.	Date:

CITY OF MILPITAS
CALIFORNIA
JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

CALAVERAS BLVD MEDIAN IMPROVEMENT

IMPROVEMENT PLAN
S. HILLVIEW DR TO I-680 OVERPASS

RECOMMENDED FOR BIDDING BY: Lyhak Eam
Lyhak Eam, P.E.
Public Works Division Manager - Engineering
DATE: _____

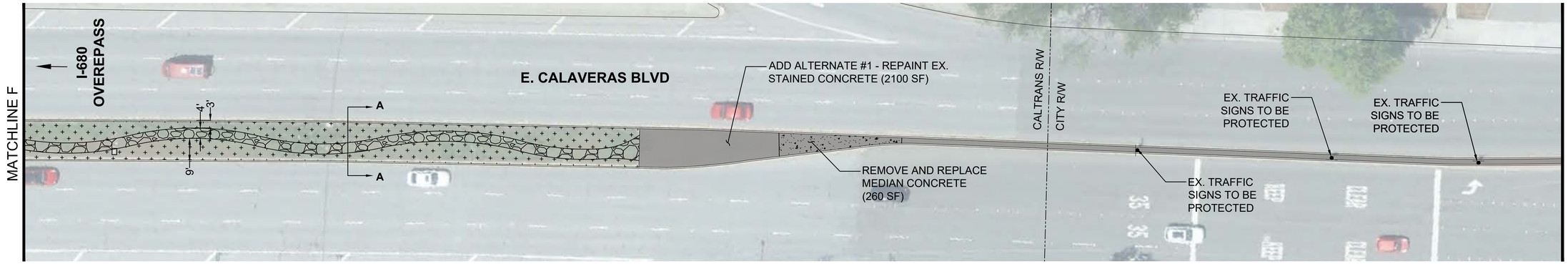
CITY PROJECT NO. CIP No. 3468

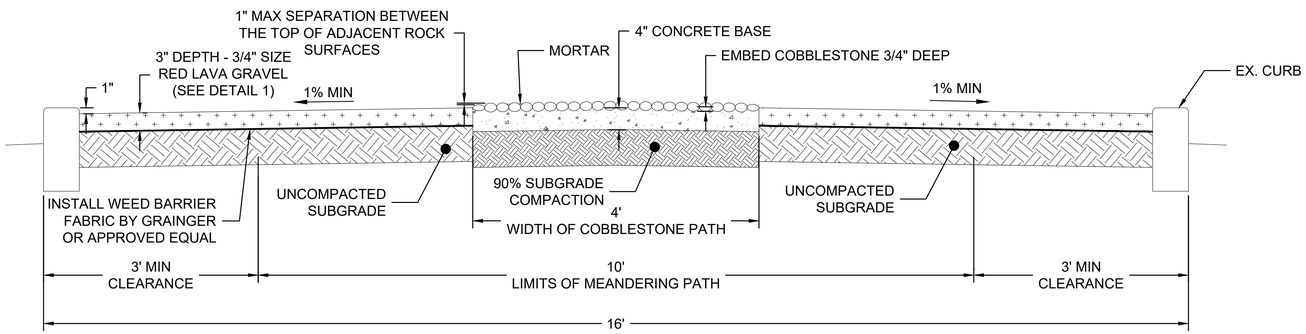
Rec Dwg No.

DATE: 1/6/2025

SCALE: 1"=20'

PAGE NO. SHEET 6 OF 16





MEDIAN COBBLESTONE SECTION NOTES:

1. NEW COBBLESTONE SHALL MATCH EXISTING.
2. CONTRACTOR SHALL SUBMIT A 3'x3' MOCK UP SAMPLE OF COBBLESTONE TREATMENT FOR APPROVAL.

DETAIL 1
3/4" RED LAVA GRAVEL (LYNGSO)

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
MICHAEL SILVEIRA
No. 83869
EXP 9/2027
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: 10/7/25
Check By: TC Date: 10/7/25
Designed By: AH Date: 10/7/25

Revisions

Num.	Description	Engr. Aprv.	Date:

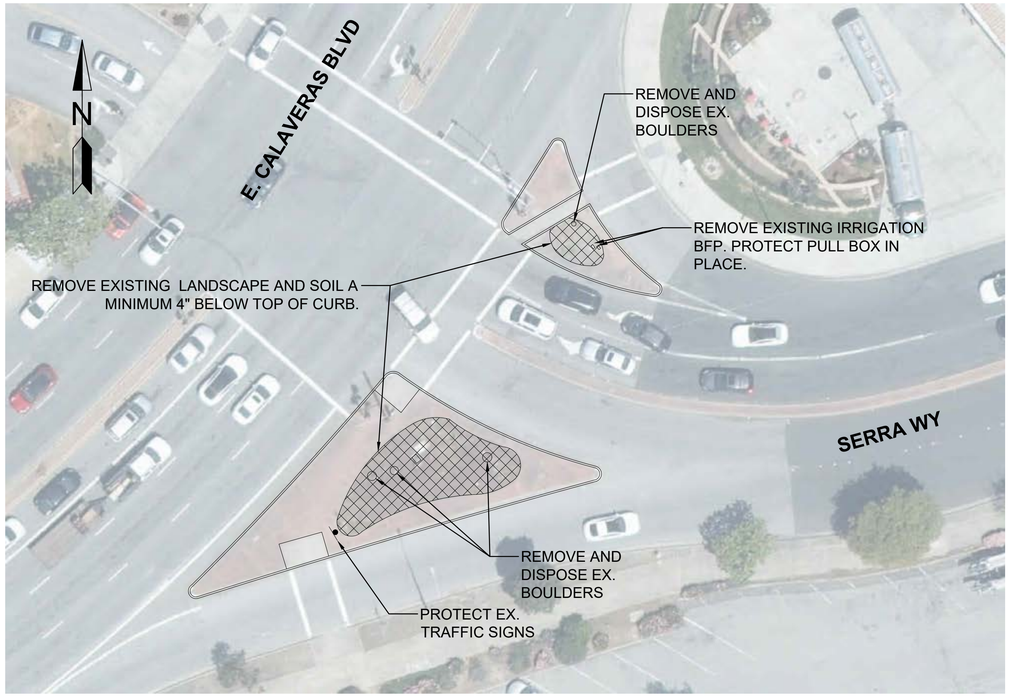
CITY OF MILPITAS
ENGINEERING DIVISION

CALAVERAS BLVD MEDIAN IMPROVEMENT

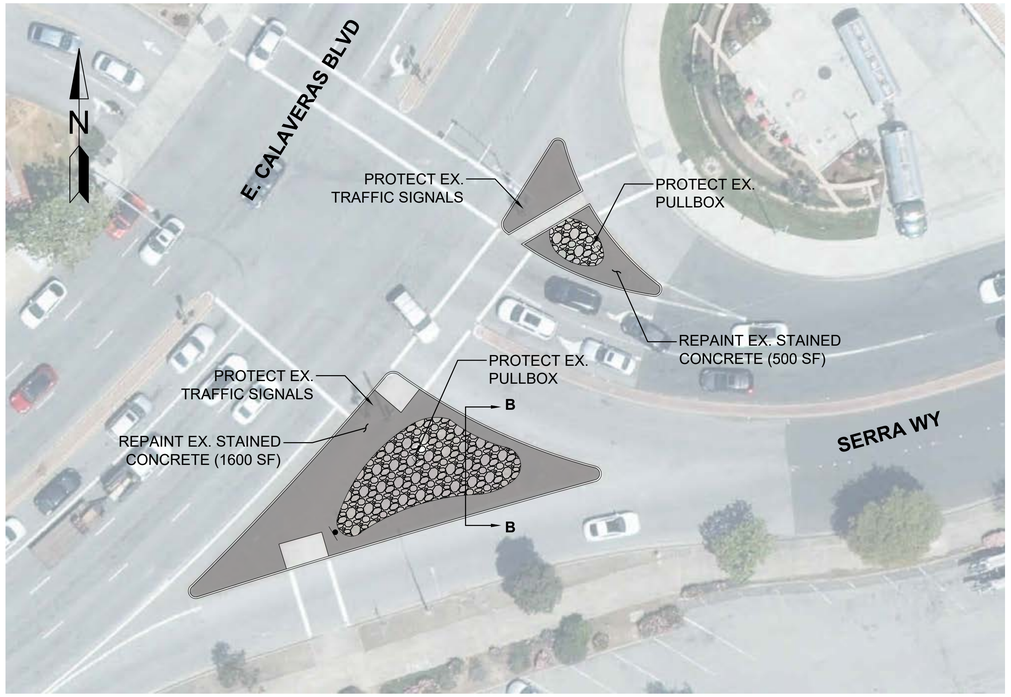
IMPROVEMENT PLAN
I-680 OVERPASS TO S. PARK VICTORIA DR

RECOMMENDED FOR BIDDING BY: Lyhak Eam
Lyhak Eam, P.E.
Public Works Division Manager - Engineering
DATE:

CITY PROJECT NO. CIP No. 3468
Rec Dwg No.
DATE: 1/6/2025
SCALE: 1"=20'
PAGE NO. SHEET 7 OF 16



ADDITIVE ALTERNATE #2 -
DEMOLITION PLAN
SCALE: 1" = 20'



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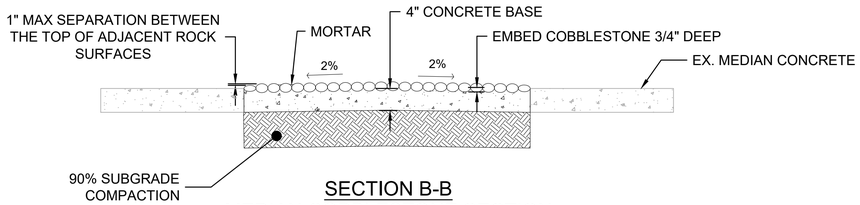
IMPROVEMENT PLAN
SCALE: 1" = 20'



SECTION B-B
MEDIAN COBBLESTONE SECTION

MEDIAN COBBLESTONE SECTION NOTES:
1. NEW COBBLESTONE SHALL MATCH EXISTING.
2. CONTRACTOR SHALL SUBMIT A 3'x3' MOCK UP SAMPLE OF COBBLESTONE TREATMENT FOR APPROVAL.

Know what's below. Call before you dig.

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER MICHAEL SILVEIRA No. 83869 EXP 9/2027 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: 10/7/25
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Designed By: AH Date: 10/7/25

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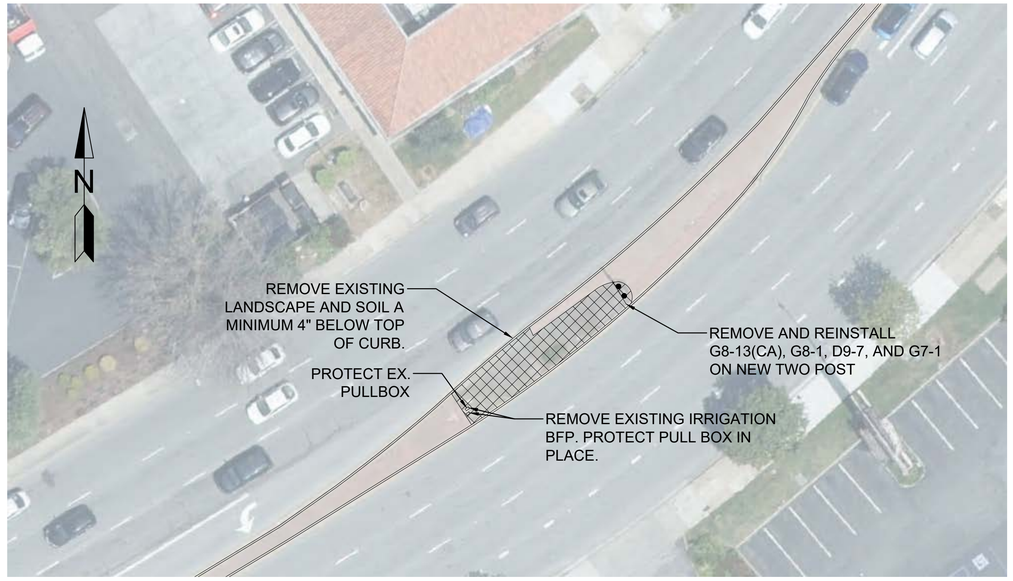
CITY OF MILPITAS
ENGINEERING DIVISION

CALAVERAS BLVD MEDIAN IMPROVEMENT

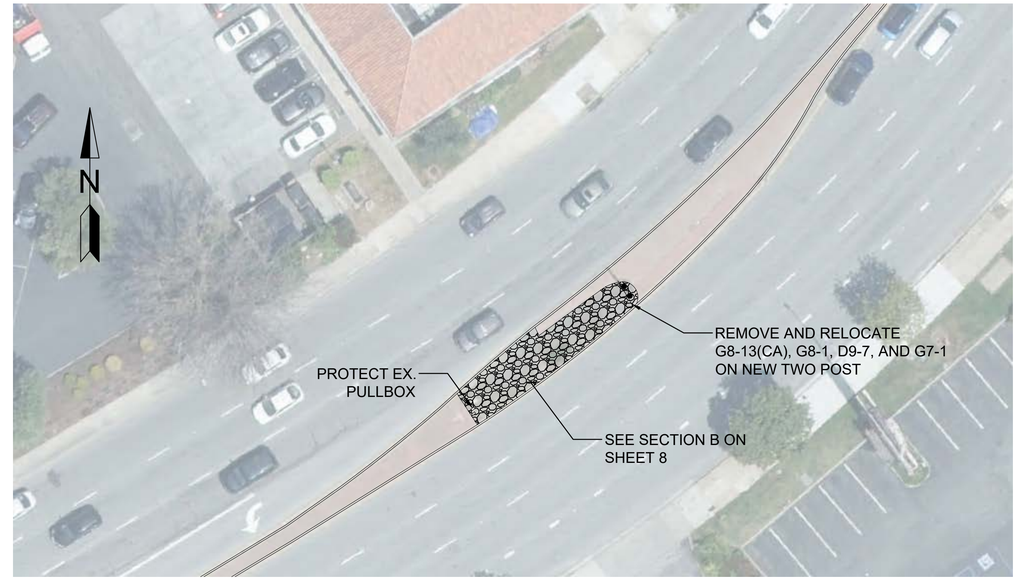
BID ALTERNATE #2 -
IMPROVEMENT PLAN CALAVERAS BLVD AND SERRA WAY

RECOMMENDED FOR BIDDING BY: Lyhak Eam
Lyhak Eam, P.E.
Public Works Division Manager - Engineering
DATE:_____

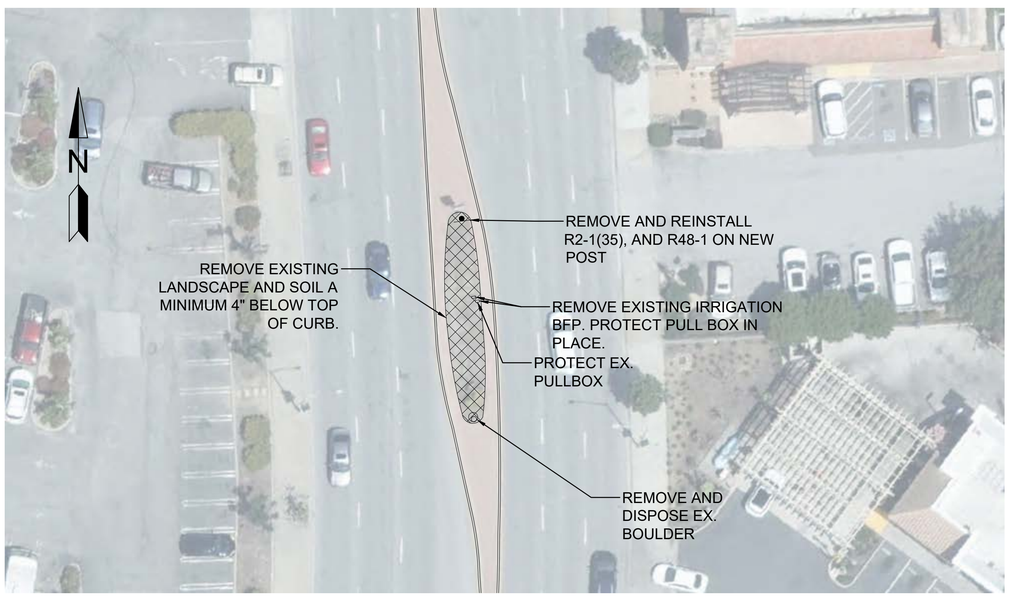
CITY PROJECT NO. CIP No. 3468
Rec Dwg No.
DATE: 1/6/2025
SCALE: 1"=20'
PAGE NO. SHEET 8 OF 16



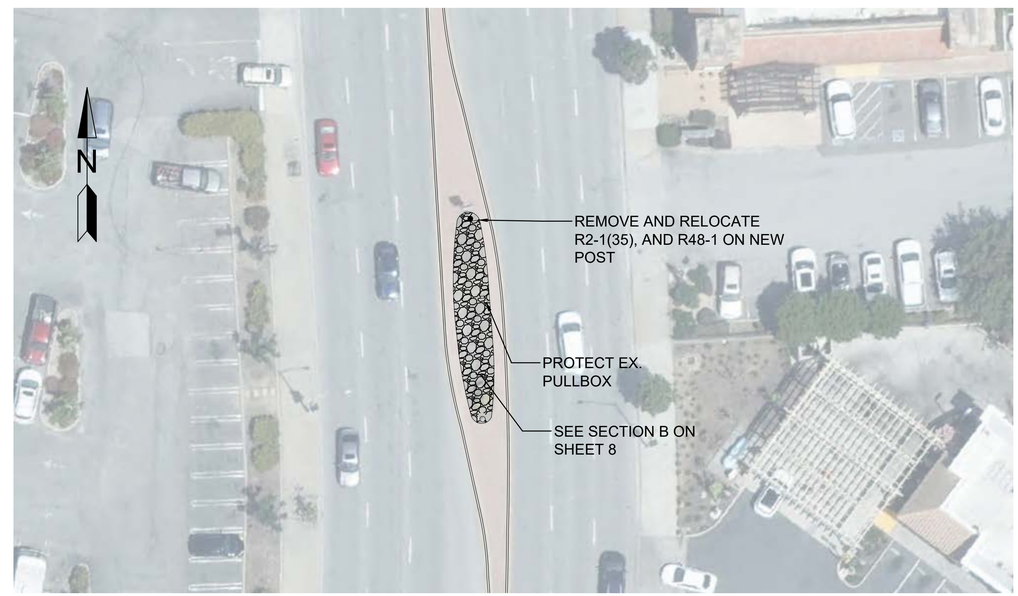
ADDITIVE ALTERNATE #3 - DEMOLITION PLAN
(SOUTH OF SERRA WY)
SCALE: 1" = 20'



ADDITIVE ALTERNATE #3 - IMPROVEMENT PLAN
(SOUTH OF SERRA WY)
SCALE: 1" = 20'



ADDITIVE ALTERNATE #3 - DEMOLITION PLAN
(NORTH OF SERRA WY)
SCALE: 1" = 20'



ADDITIVE ALTERNATE #3 - IMPROVEMENT PLAN
(NORTH OF SERRA WY)
SCALE: 1" = 20'

811 Know what's below. Call before you dig.

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER MICHAEL SILVEIRA No. 83869 EXP 9/2027 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: 10/7/25
Check By: TC Date: 10/7/25
Designed By: AH Date: 10/7/25

Revisions

Num.	Description	Engr. Aprv.	Date:

CITY OF MILPITAS CALIFORNIA JANUARY 26, 1954

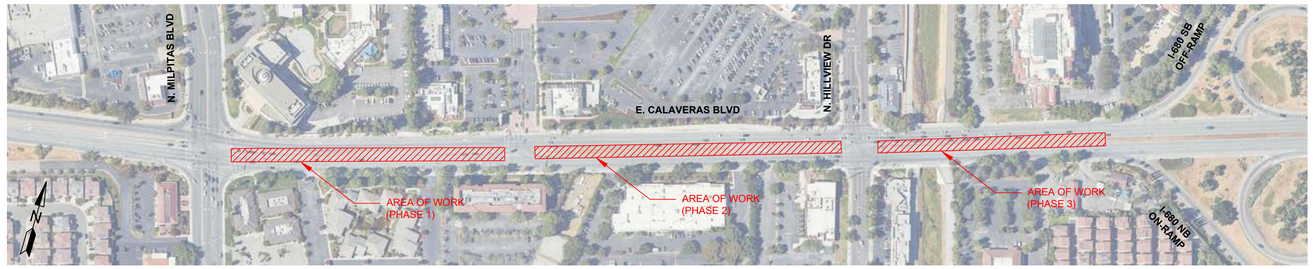
CITY OF MILPITAS
ENGINEERING DIVISION

CALAVERAS BLVD MEDIAN IMPROVEMENT

BID ALTERNATE #2 -
IMPROVEMENT PLAN CALAVERAS BLVD AND SERRA WAY

RECOMMENDED FOR BIDDING BY: Lyhak Eam
Lyhak Eam, P.E.
Public Works Division Manager - Engineering
DATE: _____

CITY PROJECT NO. CIP No. 3468
Rec Dwg No.
DATE: 1/6/2025
SCALE: 1"=20'
PAGE NO. SHEET 9 OF 16



KEY MAP

TRAFFIC CONTROL NOTES:

1. WORK HOURS SHALL BE M-F, 9 AM - 3 PM, EXCEPT CITY HOLIDAYS.
2. TRAFFIC CONTROL PLAN SHALL CONFORM TO THE LATEST CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CAMUTCD) AND CALTRANS STANDARD PLANS AND SPECIFICATIONS.
3. NO LANE CLOSURES PERMITTED BEFORE 9:00 AM AND AFTER 3:00 PM.
4. ALL AFFECTED RESIDENTS, BUSINESSES, AGENCIES, AND SCHOOLS SHALL BE GIVEN A 72 HOURS NOTICE PRIOR TO THE START OF WORK AND THEIR ACCESS SHALL BE MAINTAINED AT ALL TIMES.
5. ALL CONFLICTING SIGNS, STRIPING, OR PAVEMENT MARKINGS SHALL BE COVERED OR REMOVED AND REPLACED WHEN WORK IS COMPLETED.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ADDITIONAL TRAFFIC CONTROL PLANS FOR CITY APPROVAL WHERE CONSTRUCTION METHODS REQUIRE DIFFERENT CONDITIONS.

LEGEND:

- TEMPORARY TRAFFIC CONTROL SIGN
- CHANNELIZING DEVICE
- FLASHING ARROW SIGN (FAS)
- FAS SUPPORT OR TRAILER
- WORK AREA

SIGN PANEL SIZE:

- A — 48" x 48"
- B — 36" x 18"
- C — 30" x 30"

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
MICHAEL SILVEIRA
No. 83869
EXP 9/2027
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: 10/7/25
Check By: TC Date: 10/7/25
Designed By: AH Date: 10/7/25

Revisions

Num.	Description	Engr. Aprv.	Date:

CITY OF MILPITAS
ENGINEERING DIVISION

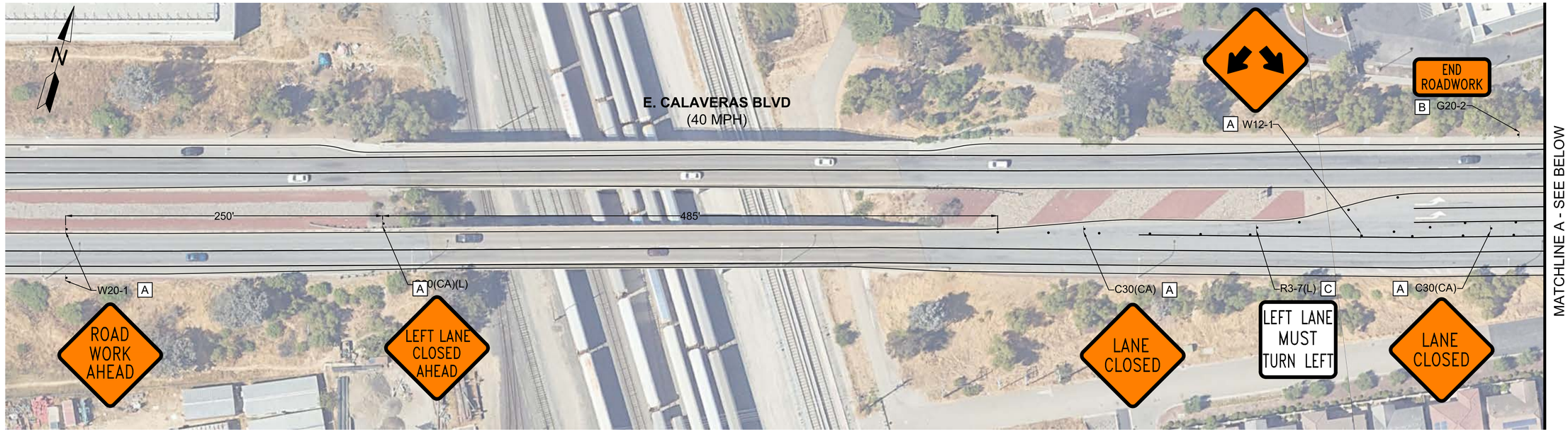
CALAVERAS BLVD MEDIAN IMPROVEMENT

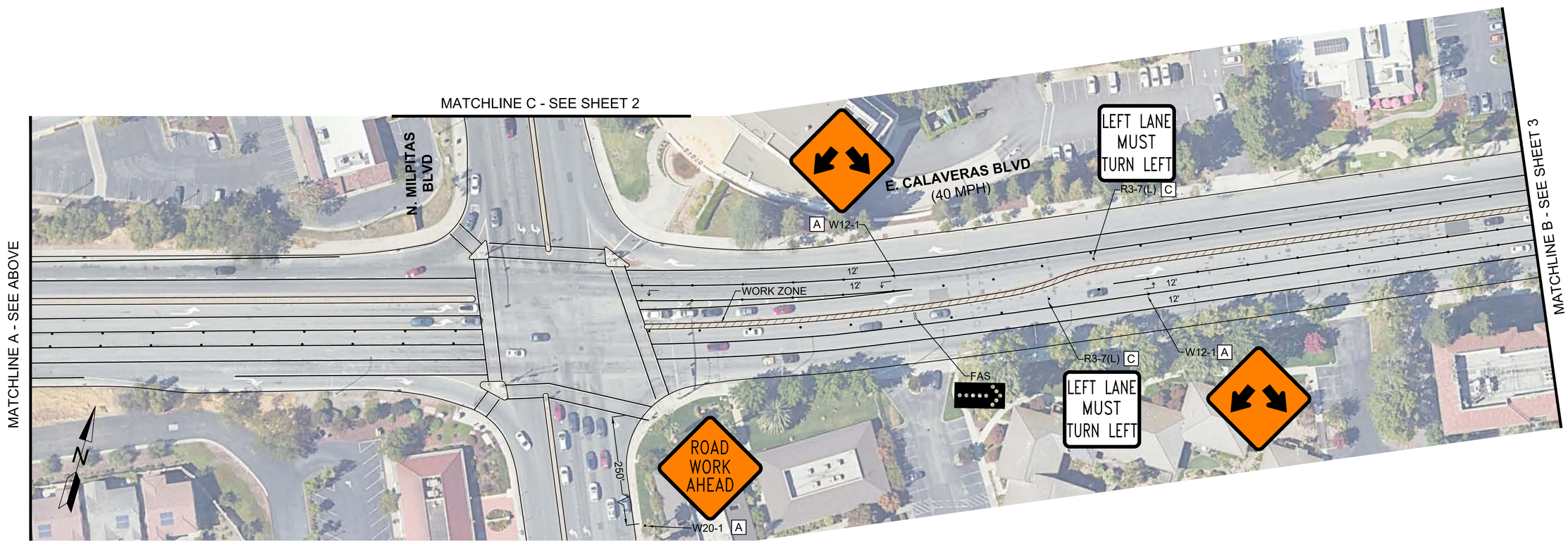
TRAFFIC CONTROL PLAN NOTES, LEGEND, AND KEY MAP

RECOMMENDED FOR BIDDING BY: Lyhak Eam
Lyhak Eam, P.E.
PW Division Manager - Engineering
DATE: _____

RECOMMENDED FOR APPROVAL FOR BIDDING BY: _____
Michael Siliveira, P.E.
City Engineer
DATE: _____

CITY PROJECT NO. CIP No. 3468
Rec Dwg No.
DATE: 1/6/2025
SCALE:
PAGE NO. SHEET 11 OF 16





Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
MICHAEL SILVEIRA
No. 83869
EXP 9/2027
CIVIL
STATE OF CALIFORNIA

Record Drawings

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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: 10/7/25

Check By: TC Date: 10/7/25

Designed By: AH Date: 10/7/25

Revisions

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CITY OF MILPITAS
CALIFORNIA
JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

CALAVERAS BLVD MEDIAN IMPROVEMENT

TRAFFIC CONTROL PLAN
PHASE 1

RECOMMENDED FOR BIDDING BY: Lyhak Eam
Lyhak Eam, P.E.
Public Works Division Manager - Engineering
DATE: _____

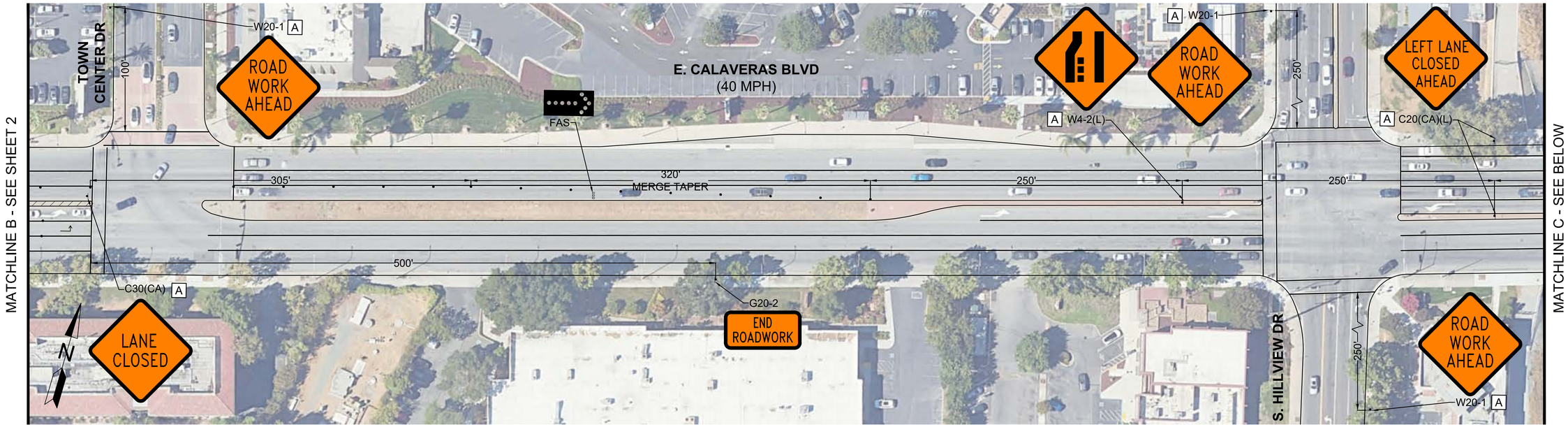
CITY PROJECT NO. CIP No. 3468

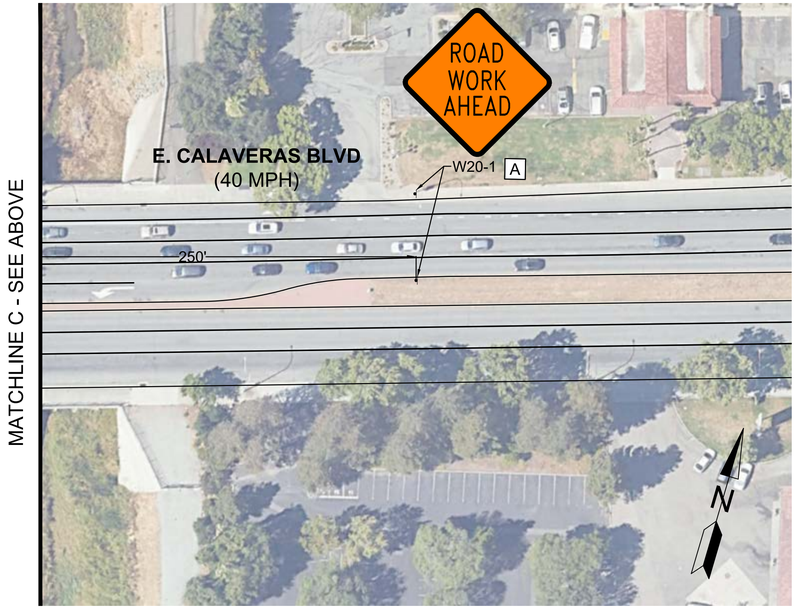
Rec Dwg No.

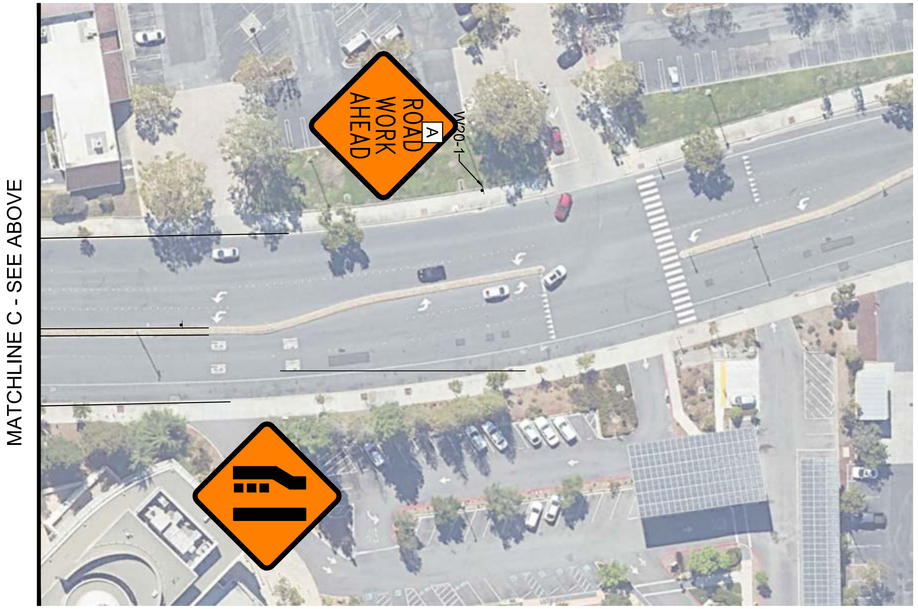
DATE: 1/6/2025

SCALE: 1"=20'

PAGE NO. SHEET 11OF 16







Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
MICHAEL SILVEIRA
No. 83869
EXP 9/2027
CIVIL
STATE OF CALIFORNIA

Record Drawings

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CITY OF MILPITAS
CALIFORNIA
JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

CALAVERAS BLVD MEDIAN IMPROVEMENT

TRAFFIC CONTROL PLAN
PHASE 1

RECOMMENDED FOR BIDDING BY: Lyhak Eam
Lyhak Eam, P.E.
Public Works Division Manager - Engineering
DATE: _____

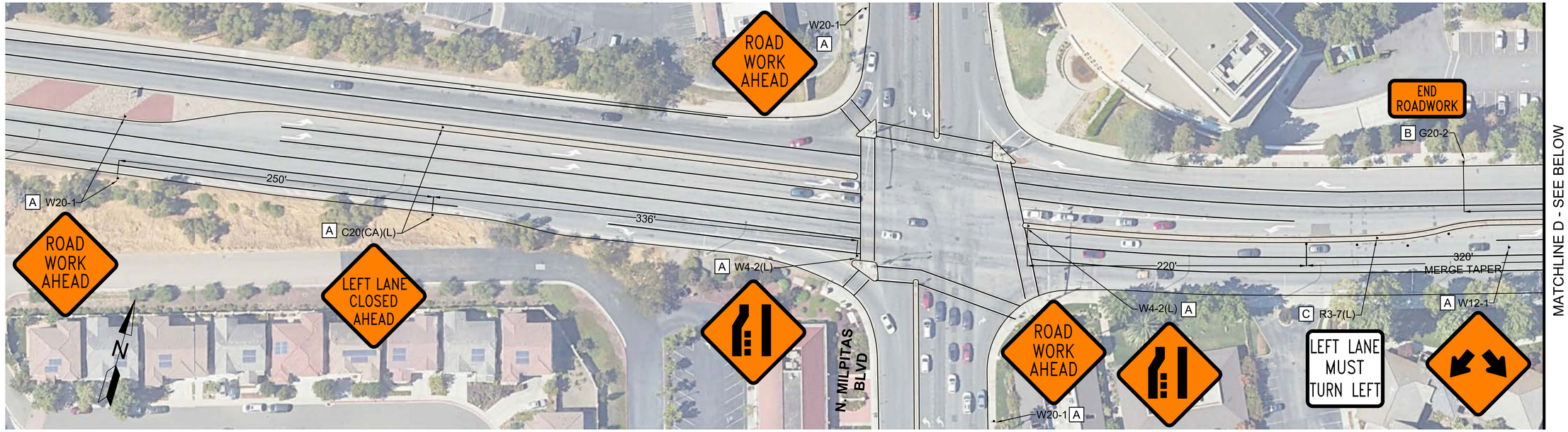
CITY PROJECT NO. CIP No. 3468

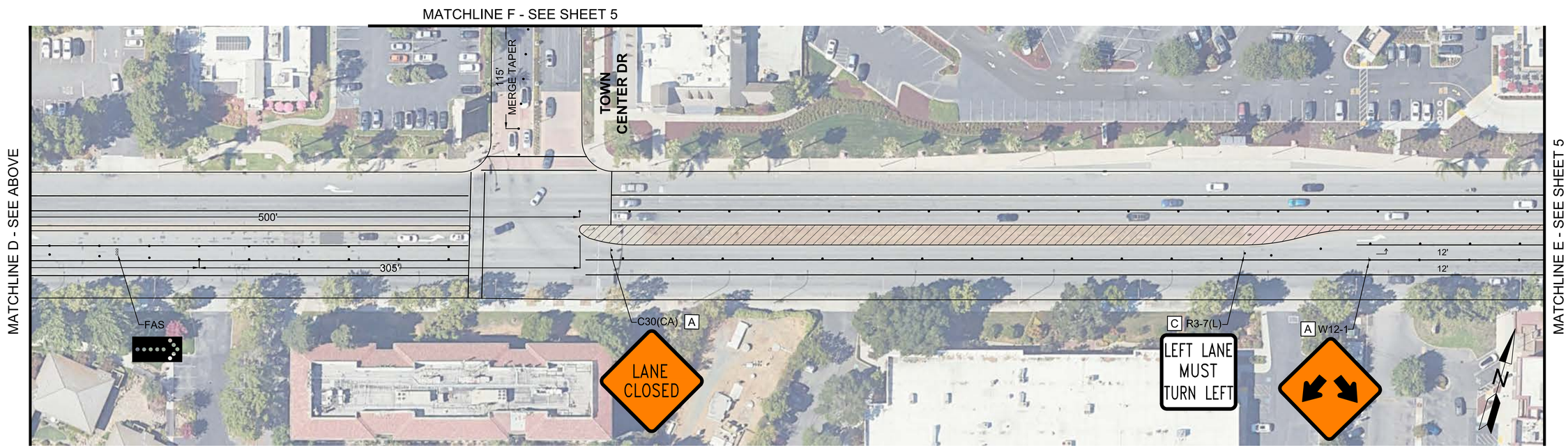
Rec Dwg No.

DATE: 1/6/2025

SCALE: 1"=20'

PAGE NO. SHEET 12OF 16





Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
MICHAEL SILVEIRA
No. 83869
EXP 9/2027
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: 10/7/25

Check By: TC Date: 10/7/25

Designed By: AH Date: 10/7/25

Revisions

Num.	Description	Engr. Aprv.	Date:

CITY OF MILPITAS
CALIFORNIA
JANUARY 26, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

CALAVERAS BLVD MEDIAN IMPROVEMENT

TRAFFIC CONTROL PLAN
PHASE 2

RECOMMENDED FOR BIDDING BY: Lyhak Eam
Lyhak Eam, P.E.
Public Works Division Manager - Engineering
DATE: _____

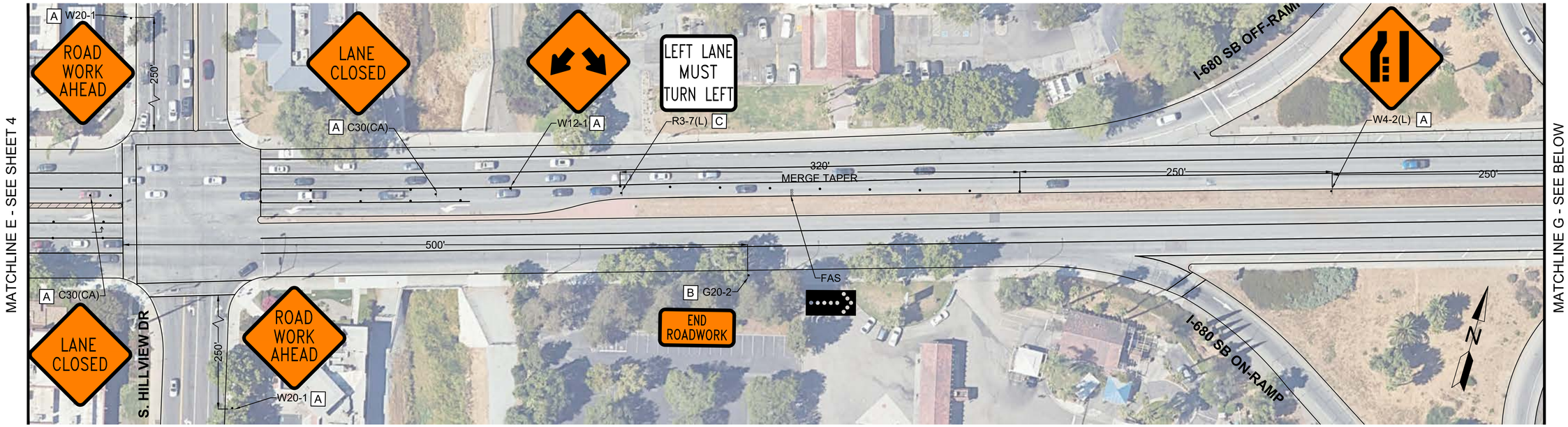
CITY PROJECT NO. CIP No. 3468

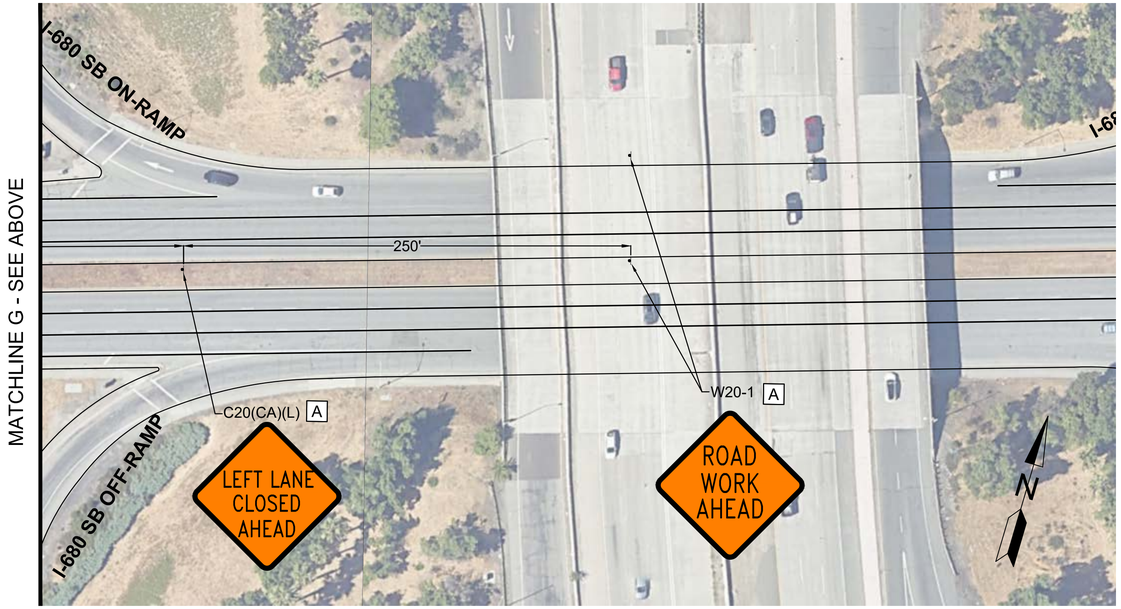
Rec Dwg No.

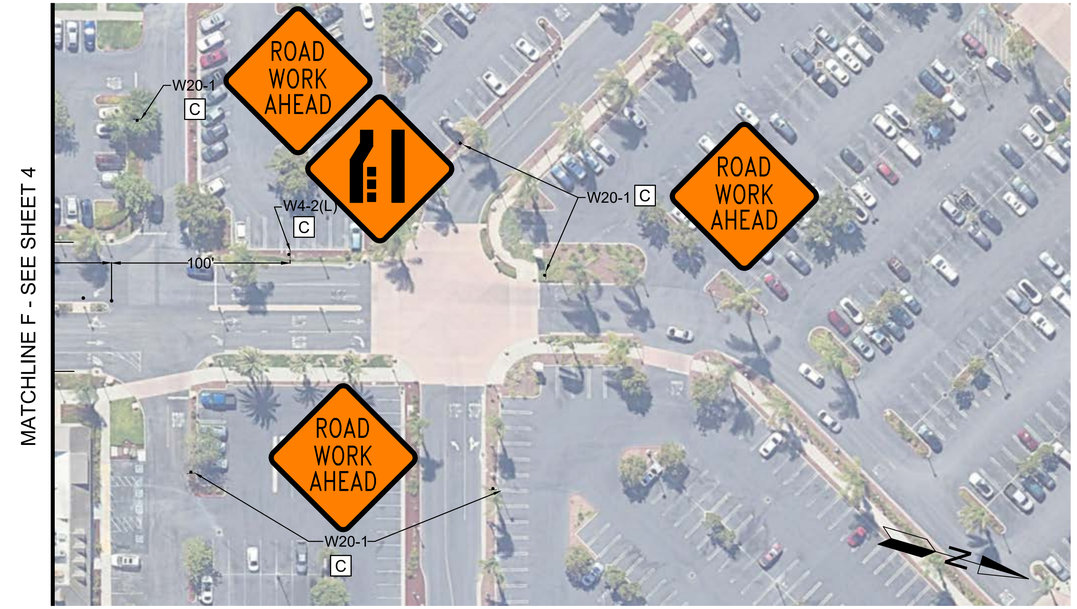
DATE: 1/6/2025

SCALE: 1"=20'

PAGE NO. SHEET 13 OF 16







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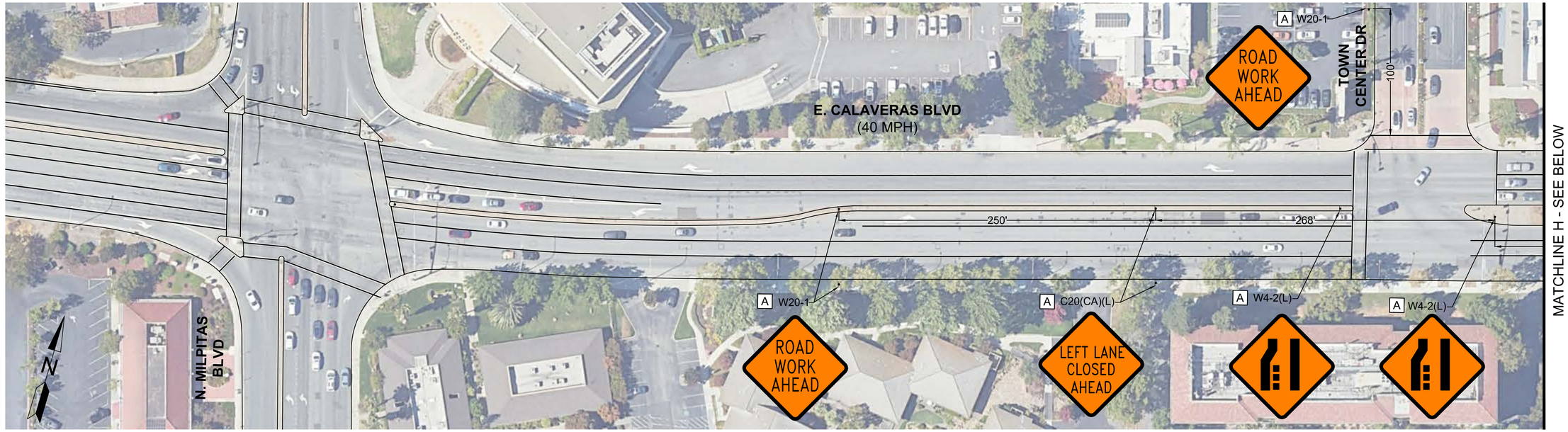

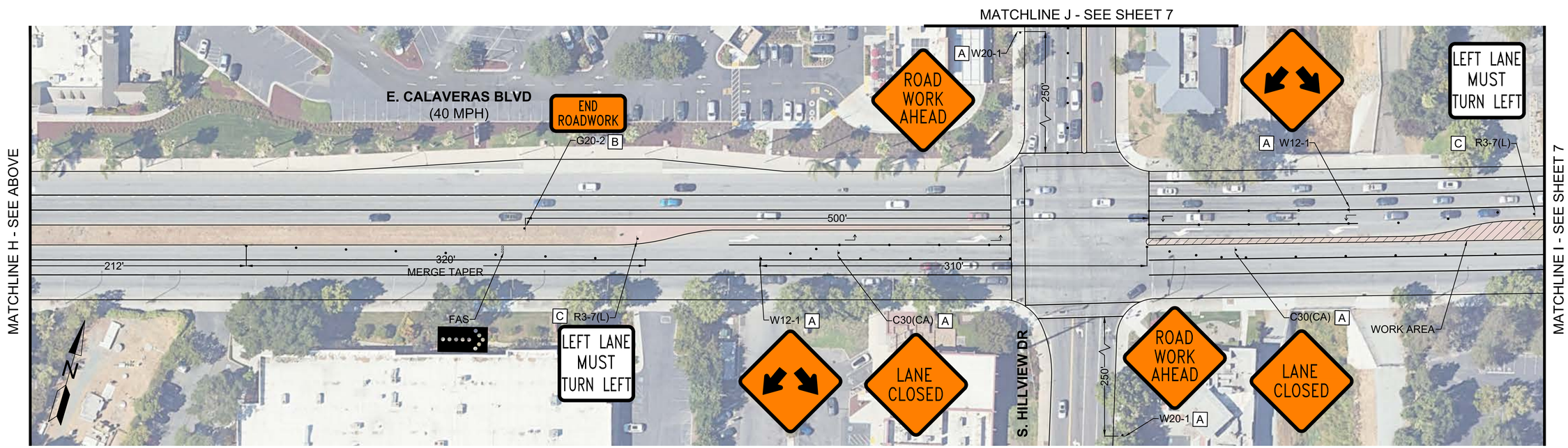

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CITY OF MILPITAS
ENGINEERING DIVISION

CALAVERAS BLVD MEDIAN IMPROVEMENT

TRAFFIC CONTROL PLAN
PHASE 3

RECOMMENDED FOR BIDDING BY: Lyhak Eam
Lyhak Eam, P.E.
Public Works Division Manager - Engineering
DATE: _____

CITY PROJECT NO. CIP No. 3468

Rec Dwg No.

DATE: 1/6/2025

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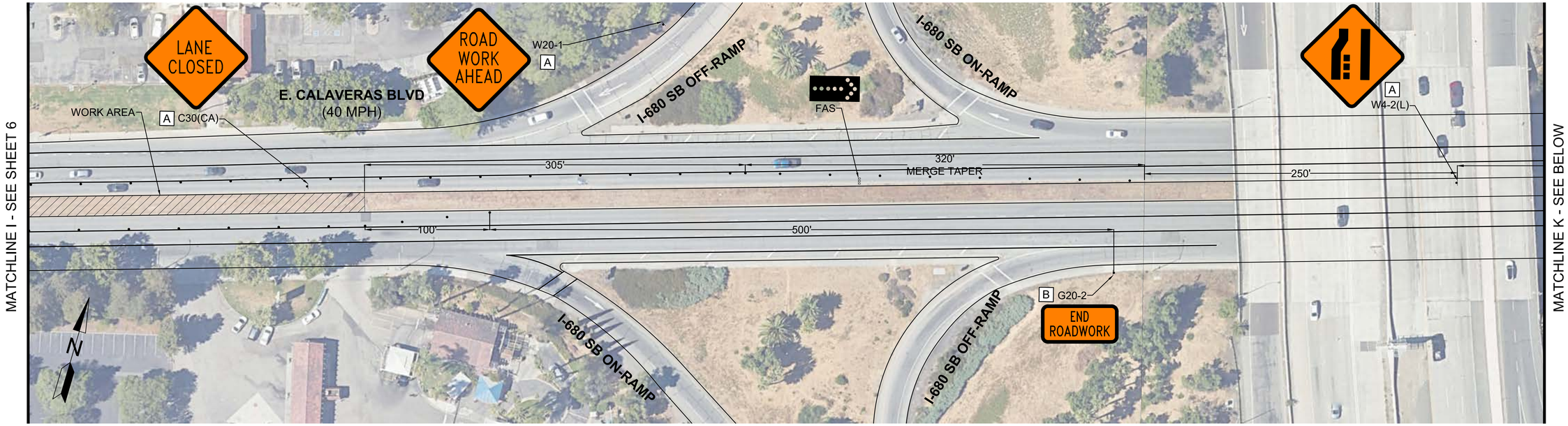
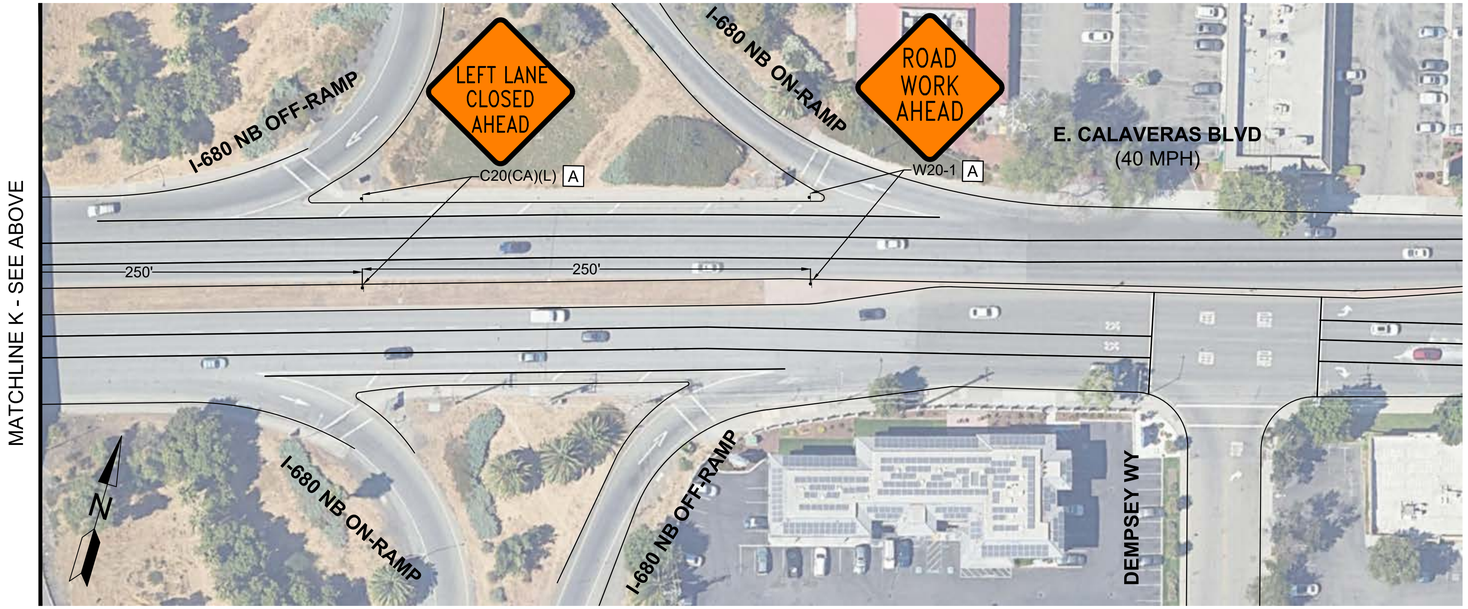
PAGE NO. SHEET 15OF 16





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CALIFORNIA
JANUARY 28, 1954

CITY OF MILPITAS
ENGINEERING DIVISION

CALAVERAS BLVD MEDIAN IMPROVEMENT

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CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Receive a Report on a Home Security Camera Grant Initiative and Approve the Recommended Program Delivery Structure (Staff Contact: Frank Morales, Acting Chief of Police, 408-586-2521)**
Category:	Public Safety
Meeting Date:	3/17/2026
Recommendation:	(1) Receive a Report on a Home Security Camera Grant Initiative; and (2) Approve Option 2, the Recommended Program Delivery Structure.

BACKGROUND:

During a special meeting of the Milpitas City Council on August 12, 2025, the City Council directed staff to explore a program similar to the City of San Leandro's Community Ring Camera Initiative, which provides Ring doorbell cameras to residents. During subsequent meetings of the Council on November 4, 2025, and December 2, 2025, the Council prioritized the exploration of a program to distribute wireless doorbell security cameras at no cost to eligible residents and allocated $60,000 of one-time funds for the implementation of the program.

Based on the City Council prioritization of the program, Milpitas Police Department (MPD) staff evaluated other agency programs to learn best practices and identified a recommendation on program design, eligibility requirements, and implementation.

ANALYSIS:

The goals of implementing a Home Security Camera Grant Initiative in Milpitas are to improve neighborhood safety and awareness, increase the availability of video evidence for criminal investigations, ensure the program is equitable for all community members, and enhance public safety through the voluntary sharing of video evidence by program participants. MPD staff reviewed other agency programs to learn best practices and evaluated three (3) program structures for consideration. Each option varies in cost, administrative impact, long-term sustainability, and investigative efficiency. A summary of the options is below:

Option 1: City Purchase and Distribution of Ring Doorbell Cameras
Advantages: • Ring doorbell cameras can directly integrate with the Police Department's current digital management system • Streamlined investigative requests for video footage may improve efficiency in time sensitive cases Disadvantages: • Requires recurring subscription ($4.99/month or $49.99/year) creates ongoing financial obligations for residents • Ring cameras without a subscription will not record and store video footage
Option 2: City Purchase of Doorbell Cameras with No Recurring Service Fees
Advantages: • No subscription fees to record or store video footage • Cameras provide similar or equal capabilities with Ring cameras • Optional expansion for storage/additional cameras at owner's expense Disadvantages: • No direct integration with Police Department's current digital management system

• Investigative requests will need to be made through social media platforms via Community Link on Evidence.com, may delay investigations
Option 3: Resident Reimbursement Model
Advantages: • Maximizes residents' choice in doorbell camera • Reduces ongoing City involvement • Faster deployment model Disadvantages: • Higher administrative burden for Police and Finance Departments (for eligibility, verification, reimbursement, fiscal oversight and overall compliance) • Variable camera quality and thus inconsistent video footage • Upfront costs may exclude low-income residents

Staff recommends implementing Option 2, a Home Security Camera Grant Initiative—in which the City purchases and distributes non-subscription-based doorbell cameras—with the following approach:

- Registration: Online, first-come, first serve pre-registration.
- Eligibility: Verified City of Milpitas residents.
- Distribution: Community event (or other method), hosted by MPD.
- Cost: Due to the volume of individual cameras for distribution, overtime may be incurred to support the initiative.
- Privacy: Participation in the program is voluntary; residents will be instructed to follow appropriate privacy safeguards.
- Safety: Participants could be asked to maintain the cameras in operation for at least five (5) years and share footage with MPD upon request.

Option 2 offers a balanced, sustainable approach. It ensures that all distributed cameras can remain fully operational without recurring costs, reduces financial barriers to participation, and supports long-term program reliability. Existing digital evidence upload procedures provide a workable method for obtaining footage when needed.

For these reasons, MPD staff believes Option 2 most effectively advances the Council's public safety objectives while responsibly managing City resources.

POLICY ALTERNATIVE(S):

Alternative 1: Do not implement a home security camera grant initiative.

Pros: The $60,000 allocated for this initiative would be reallocated to other Council priorities.

Cons: Eligible Milpitas residents would not be provided with a security camera at no cost.

Reason for Not Recommending: Residential security cameras have demonstrated value as both a crime deterrent and an investigative tool. Provided Milpitas residents voluntarily share video with MPD, implementing a home security camera initiative would enhance public safety.

PROJECT SCHEDULE/KEY MILESTONES

Upon approval and appropriation, the implementation of the home security camera initiative would be initiated as soon as feasible with an anticipated completion by December 2026. Any unspent funding at that time will be reevaluated for continuance and/or reallocation during the City's budget process.

FISCAL IMPACT:

Funding of $60,000 for this program was approved and appropriated by City Council on December 16, 2025. No additional funding is required.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
This action is a fiscal or administrative 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 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):
None