



REGULAR MEETING OF THE MILPITAS CITY COUNCIL



AGENDA

TUESDAY, APRIL 7, 2026

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

6:00 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_DRdJ7LCPR3qXwJUXaKV4Zg

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

MILPITAS CITY COUNCIL CODE OF CONDUCT

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

CALL MEETING TO ORDER by Mayor and ROLL CALL by City Clerk (6:00 PM)

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6
Agency's Designated Representative(s): Rick Bolanos, Liebert Cassidy Whitmore
Employee Organization(s): Unrepresented Employees

(b) CONFERENCE WITH LABOR NEGOTIATOR

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

CLOSED SESSION ANNOUNCEMENT:

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

PLEDGE OF ALLEGIANCE

INVOCATION (Vice Mayor Barbadillo)

PRESENTATIONS

- American Muslim Appreciation & Awareness Month (Proclamation)
- Black April (Proclamation)
- Fair Housing Month (Proclamation)
- National Public Safety Telecommunicators Week (Proclamation)
- Milpitas Performing Arts Center Presentation (Commendation)

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 April 2026.

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

Recommendation: Approve City Council Meeting minutes of March 17, 2026.

- C3. Receive the Preview List of Anticipated Items for the Next Regular City Council Meeting (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

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

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

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

- C5. Adopt a Resolution for Authorization to Participate in the Franchise Tax Board City/County Business Tax Program (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Recommendation: Adopt a resolution authorizing the City Manager, or designee, to (1) Enter into a Standard Agreement (STD 213) with the California Franchise Tax Board for participation in the City/County Business Tax (CCBT) Program for the reciprocal exchange of business license and tax return data; (2) Complete and submit all required program forms, including the Security Questionnaire and FTB 712 Confidentiality Statements; and (3) Execute all instruments and take all actions necessary to implement and maintain the City's ongoing participation in the CCBT Program, including annual data submissions via the Secure Web Internet File Transfer (SWIFT) system.

- C6. Consider Fee Waiver and Donation Requests from Milpitas Community Educational Endowment, Christian Worship Center Bay Area, and Positive Alternative Recreation Teambuilding Impact (Staff Contact: Renee Lorentzen, Director of Recreation and Community Services, 408-586-3409)**

Recommendation: (1) Approve Fee Waivers for (a) Milpitas Community Educational Endowment Annual Appreciation Dinner for \$521, (b) Christian Worship Center Bay Area Annual Egg Hunt for \$1500, and (c) Gen Grow Empower Nurture Celebrating Neurodiversity Event for \$1500; and (2) Approve Donation requests for (a) Positive Alternative Recreation Teambuilding Impact "Fusion" Milpitas Youth Community Outreach and Building Service Project kick-off event for \$500, and (b) Inclusive World Community Showcase for Neurodiverse Youth & High School Volunteers for \$325.

- C7. Adopt a Resolution to Approve Project Plans and Specifications, Award Construction Contract to Star Construction, Inc., for the Sinnott Park Playground Renovation, CIP No. 3471 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: Adopt a resolution to (1) Approve the project plans and specifications, (2) Award the construction contract to Star Construction, Inc., the lowest responsible bidder submitting a responsive bid, in the amount of \$1,208,000, (3) Authorize the City Manager, or designee, to execute the construction contract with Star Construction, Inc.; and (4) Authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$182,000 for the Sinnott Park Playground Renovation, CIP No. 3471.

- C8. Authorize the City Manager, or Designee, to Negotiate and Execute an Agreement with Environmental Innovations, Inc. for Stormwater Inspection Services (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Christian Di Renzo, Public Works Director, 408-586-2602)**

Recommendation: Authorize the City Manager, or designee, to negotiate and execute a Professional Services Agreement with Environmental Innovations, Inc., for Stormwater Inspection Services for a five-year term and a total amount not-to-exceed of \$376,180, subject to the appropriation of funds.

- C9. Approve and Authorize the City Manager, or Designee, to execute Agreements with Quality Assurance Engineering, Inc. and Achievement Engineering Corp., for On-Call Inspection Services (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: Approve and authorize the City Manager, or designee, to execute Professional Service Agreements with Quality Assurance Engineering, Inc., in an amount not to exceed \$700,000 and Achievement Engineering Corp. in an amount not to exceed \$300,000 for on-call inspection services for a five-year term.

PUBLIC HEARINGS

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

- 10. Consider a Substantial Amendment to the 2025-2030 Consolidated Plan and the 2025-2026 Annual Action Plan (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3222)**

Recommendation: (1) Conduct the public hearing; (2) Approve a substantial amendment to the 2025-2030 Consolidated Plan and the 2025-2026 Annual Action Plan; (3) Allocate any new program income earned after this amendment and during the 2025-2030 Consolidated Plan period to: (a) maximize the program administration cap, (b) maximize the public services cap, and (c) use the remainder to fund economic development activities or capital projects and (4) Authorize the City Manager, or designee, to make any necessary changes to the 2025-2030 Consolidated Plan and 2025-2026 Annual Action Plan.

LEADERSHIP AND SUPPORT SERVICES

- 11. Review the List of New Workplan Item Requests From Individual Councilmembers and Provide Direction to Staff Through the Council-Approved Prioritization Process (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Recommendation: (1) Review list of workplan item requests from individual Councilmembers and provide direction to staff, through the prioritization process, on which Group 1A items should be advanced; (2) Provide additional input to staff, if any, on Group 1A items that received Council direction to advance; and (3) By majority vote, approve the list as so prioritized.

- 12. Consider Introduction of an Ordinance to Amend Council Vacancy Ordinance and Reduce Special Election Costs (Staff Contact: Matt Cano, Assistant City Manager, Department, 408-586-3012)**

Recommendation: Consider introduction of an ordinance of the City Council of the City of Milpitas amending Milpitas Municipal Code Title I, Chapter 3, relating to vacancies on the City Council.

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: ccurtis@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 408-586-3005 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 408-586-3005 or send an e-mail to CityClerk@milpitas.gov prior to the meeting. You may request a larger font agenda.

Milpitas City Council Calendar

April 2026

March 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

May 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 2:00 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		



JOINT MEETING OF THE MILPITAS CITY COUNCIL AND HOUSING AUTHORITY

MINUTES

TUESDAY, MARCH 17, 2026

The City Council of the City of Milpitas convened in a Joint Meeting of the Milpitas City Council and Housing Authority on March 17, 2026, in the City Council Chamber, 455 E. Calaveras Blvd, Milpitas, CA, and via teleconference/Zoom webinar.

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

Mayor Montano called the Regular City Council meeting to order at 3:34 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT: Mayor Montano, Vice Mayor Barbadillo (5:05 PM), Councilmember Chua, Councilmember Lam
ABSENT: Councilmember Lien

ADJOURN TO CLOSED SESSION

Acting City Attorney Creech briefed the public on the Closed Session items.

There was no public comment.

The City Council adjourned to Closed Session at 3:35 PM.

(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:

The City Council reconvened at 7:17 PM. Acting City Attorney Creech had nothing to report out.

PLEDGE OF ALLEGIANCE

Councilmember Chua led the Pledge of Allegiance.

INVOCATION

Councilmember Chua provided the invocation.

PRESENTATIONS

Mayor Montano and the City Council presented certificates recognizing local women in honor of International Women's Day, presented proclamations in recognition of Cesar Chavez Day and Government Finance Professionals Week, and presented certificates recognizing First Responders.

PUBLIC FORUM

There were the following public speakers:

1. Devki Patel

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 (Absent: Lien). 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

Vice Mayor Barbadillo recited the City Council Code of Conduct.

APPROVAL OF AGENDA

After discussion, motion: to approve the agenda.

Motion/Second: Councilmember Chua / Vice Mayor Barbadillo

Motion carried by the following:

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

NOES: None

ABSENT: Councilmember Lien

CONSENT CALENDAR

Acting City Attorney Creech read aloud the title of the Ordinance introduced as part of Item C10.

There were no public comments.

After discussion, motion: to approve the Consent Calendar.

Motion/Second: Councilmember Chua / Vice Mayor Barbadillo

Motion carried by the following:

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

NOES: None

ABSENT: Councilmember Lien

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

Received City Council Calendar of Meetings for March and April 2026.

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

Approved City Council Meeting minutes of February 24 and March 3, 2026.

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

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

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

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

5. 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)

Authorized and approved 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.

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

Confirmed appointment of the Milpitas Unified School District representative to the Economic Development and Trade Commission.

7. 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)

Adopted **Resolution No. 9488** 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.

8. 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)

Received the 2025 Housing Element Annual Progress Report and Housing Successor Agency Annual Report and authorized 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).

9. 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)

Received the 2025 General Plan Annual Progress Report and authorized the submittal of the report to the California Department of Housing and Community Development and Governor's Office of Land Use and Climate Innovation.

10. 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)

(1) Adopted **Resolution No. 9489** revising the Planning Commission Bylaws for procedural efficiencies; and (2) Waived reading beyond the title and introduced **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.

11. **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)**

Adopted **Resolution No. 9490** 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.

12. **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)**

Adopted **Resolution No. 9491** 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.

13. **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)**

Adopted **Resolution No. 9492** 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)**

Acting City Manager Hernandez introduced the item and Acting Assistant Chief of Police Jamison presented the report.

There were no public speakers.

Acting Assistant Chief of Police Jamison responded to questions from City Council.

Councilmember Lam asked about issues with uploading video. Staff confirmed that a digital upload system is now in place.

Councilmember Chua expressed support for the recommended option, noting that it does not create additional administrative burden.

Vice Mayor Barbadillo asked whether camera distribution could be strategically targeted, whether a memorandum of understanding (MOU) could be used to ensure maintenance and participation, and

whether a one-year evaluation of the program could be conducted. Staff indicated outreach would focus on high-need areas while maintaining a first-come, first-served model, and confirmed the program's effectiveness could be tracked. The City Attorney advised that agreements could address maintenance, data retention, and privacy, but mandatory long-term consent to share footage may raise legal concerns, as participation is typically voluntary.

Mayor Montano discussed the importance of prioritizing camera placement in high-traffic or strategic locations and raised concerns about the lack of a requirement for residents to share footage despite the use of public funds.

Acting City Manager Hernandez requested clarification regarding distribution logistics and staff confirmed that multiple community events would be held over time.

Mayor Montano expressed support for Option 2 as the most efficient approach. Councilmember Chua, Vice Mayor Barbadillo, and Councilmember Lam each indicated support for Option 2.

Councilmember Lam asked whether residents could apply online and pick up cameras outside of scheduled events. Acting Assistant Chief Jamison clarified that residents would pre-register online and primarily attend distribution events, but accommodations could be made if needed.

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

Motion/Second: Councilmember Chua / Mayor Montano

Motion carried by the following:

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

NOES: None

ABSENT: Councilmember Lien

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Councilmember Lam requested that overtime reporting requirements be modified to include all overtime rather than only amounts exceeding 10% of allocated budgets. There was consensus to add the item to the prioritization list (3-1-1. Noes: Montano. Absent: Lien)

Councilmember Lam also requested information on consulting and contracting expenses. Staff agreed to provide a detailed breakdown by department with descriptions of services in spreadsheet format during the next budget study session.

ADJOURNMENT

Mayor Montano adjourned the meeting at 8:46 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 04/02/2026

April 21, 2026 – Regular Meeting

CLOSED SESSION

- Labor Relations

INVOCATION (Vice Mayor Barbadillo)

PRESENTATION

- Arts, Culture and Creativity Month (Proclamation)
- Earth Day (Proclamation)

CONSENT CALENDAR

1. Receive City Council calendar for April and May 2026 (City Clerk)
2. Approve City Council Meeting minutes of March 28, April 4 and 7, 2026 (City Clerk)
3. Preview list of items for May 5, 2026 (City Clerk)
4. Councilmember Request List (City Clerk)
5. Commission Term Realignment (City Clerk)
6. Purchase and Sale Agreement to Acquire 230 N. Main Street from the Milpitas Community Museum (Economic Development)
7. AB 481 Report (Police)
8. Construction Contract Award for Curtis Avenue Recycled Water Repair (Public Works / Engineering)
9. Resolution to Approve Engineer's Report & Adopt Resolution of Intent to Levy & Collect Assessments and Provide Notice of Public Hearing for LLMD District No. 95-1 (Public Works / Engineering)
10. Resolution to Approve Engineer's Report & Adopt Resolution of Intent to Levy & Collect Assessments and Provide Notice of Public Hearing for LLMD District No. 98-1 (Public Works / Engineering)
11. Approve Design Equipment Service agreement for Fire Flow & Sewer Pipeline Improvement Phase 1, CIP 7150 & 6138 (Public Works / Engineering)

PUBLIC HEARING

12. 308 Sango TEFRA Hearing (Housing)
13. FY 2026-27 User & Regulatory Fee Schedule (Finance)
14. FY 2026-27 Development Impact Fee (Finance)
15. FY 2026-27 Park in-Lieu Fee (Finance)

**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	Overtime reporting requirements be modified to include all overtime rather than only amounts exceeding 10% of allocated budgets	Lam	3/17/2026	An update on this item will be included in the next quarterly prioritization update.
2	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.
3	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.
4	City Attorney's Office to prepare a legal brief revieweign 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.
5	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.
6	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.
7	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.
8	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.
9	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.
10	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.
11	Review the Council prioritization process	Chua	11/18/2025	An update on this item will be included in the next quarterly prioritization update.
12	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.
13	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.
14	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.
15	Install debrillators on city properties	Barbadillo	10/28/2025	An update on this item will be included in the next quarterly prioritization update.
16	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.
17	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:
18	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.
19	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.
20	Add to the existing Strategic Land Acquisition Revenue Reserve	Council		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	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.
22	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.
23	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.
24	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.
25	Develop a project management informational memo.	Barbadillo	4/1/2025	An update on this item will be included in the next quarterly prioritization update.
26	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.
27	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.
28	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.
29	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.
30	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.
31	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.
32	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.
33	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.
34	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.
35	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.
36	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.
37	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.
38	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.
39	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.
40	Main Street International Festival	Lien	10/3/2023	An update on this item will be included in the next quarterly prioritization update.
41	Pickleball Pilot Project	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
42	Main Street Infrastructure Projects	Montano	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
43	Main Street Flooding at Library	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
44	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.
45	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.

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:
46	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.
47	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.
48	Consider Community Museum and Park on Main St.	Phan	8/20/2019	Discussions with the property owner of this site are ongoing and staff is tracking returning to council by June 2025 with an update.

NOTE: Deferred and Completed Items are not listed



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution for Authorization to Participate in the Franchise Tax Board City/County Business Tax Program (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	4/7/2026
Recommendation:	Adopt a resolution authorizing the City Manager, or designee, to: (1) Enter into a Standard Agreement (STD 213) with the California Franchise Tax Board for participation in the City/County Business Tax (CCBT) Program for the reciprocal exchange of business license and tax return data; (2) Complete and submit all required program forms, including the Security Questionnaire and FTB 712 Confidentiality Statements; and (3) Execute all instruments and take all actions necessary to implement and maintain the City's ongoing participation in the CCBT Program, including annual data submissions via the Secure Web Internet File Transfer (SWIFT) system.

BACKGROUND:

The California Franchise Tax Board (FTB) administers the City/County Business Tax Program (CCBT Program), a voluntary, no-cost data exchange initiative authorized under California Revenue and Taxation Code §§ [19551.1](#) and [19551.5](#). The CCBT Program originated in 1990 as the Local Government Sharing Program and was renamed to its current form in 2016.

Under the CCBT Program, participating cities and counties provide their local business license data to FTB. In return, FTB matches that data against state income tax returns and provides the city or county with a file identifying businesses or self-employed individuals who reported activity within the jurisdiction but may not hold a local business license. The program serves a dual enforcement purpose: it helps local jurisdictions identify unlicensed businesses and helps FTB identify non-filers of state income tax returns.

The City of Milpitas does not currently participate in this program. As part of the City's broader business license tax modernization initiative, staff recommends enrollment in the CCBT Program to strengthen identification and enforcement of unlicensed business activity within the City.

ANALYSIS:

Program Requirements

To enroll, the City must complete three steps: (1) execute an STD 213 Standard Agreement with FTB establishing the terms of the reciprocal data exchange; (2) adopt a resolution or equivalent authorization demonstrating that the City has authority to enter into the agreement; and (3) complete and return a Security Questionnaire to FTB.

The FTB Security Questionnaire is a one-time safeguard assessment that evaluates the City's information security environment to confirm that adequate physical, technical, and administrative controls are in place to protect confidential state tax data in accordance with State Administrative Manual Chapters [5100](#) and [5300](#) and [National Institute of Standards and Technology Special Publication 800-53](#). The questionnaire is valid for the duration of the Standard Agreement. FTB will provide the questionnaire directly to the City upon initiation of the enrollment process; it is not a publicly available form.

Annual Obligations

Once enrolled, the City will be subject to the following annual requirements:

Data Submission – Between April 1 and July 31 each year, the City must transmit its business license data to FTB using the specified record layout (FTB 909) via FTB's Secure Web Internet File Transfer (SWIFT) platform.

Data Receipt – Each December, FTB will run a match against the prior year's state tax returns and provide the City with a file (per FTB 909A) identifying both matched records and additional businesses or individuals who reported Milpitas-based activity on their returns.

Confidentiality and Security – All City staff with access to FTB data must have a signed FTB 712 Confidentiality Statement on file and must complete annual FTB Disclosure Training. FTB data older than three years from the date of receipt must be destroyed.

Alignment with Business License Tax Modernization

Participation in the CCBT Program directly supports the City business license tax modernization effort by providing an additional tool to identify businesses operating within City limits without a valid business license. The matched data from FTB will enable targeted outreach and enforcement, potentially increasing business license tax revenue without imposing additional tax burdens on compliant businesses.

POLICY ALTERNATIVE(S):

Alternative 1: Do Not Authorize Participation

Pros: No administrative effort required to establish or maintain the data exchange.

Cons: The City would forgo a no-cost tool for identifying unlicensed businesses, reducing the effectiveness of business license enforcement efforts. The City would also miss the opportunity to support FTB's enforcement of state income tax return filing requirements.

Reason Not Recommended: The CCBT Program provides a proven, no-cost mechanism to enhance local revenue enforcement. The administrative burden of annual participation is minimal relative to the potential revenue recovery and compliance benefits.

PROJECT SCHEDULE/KEY MILESTONES

Upon City Council approval, staff will execute the Standard Agreement, complete registration, and submit the City business license data via SWIFT in sufficient time to meet the FTB July 31, 2026, annual submission deadline, enabling the City to receive its first matched data file from FTB in December 2026.

FISCAL IMPACT:

There is no direct cost to participate in the CCBT Program. FTB provides the data exchange infrastructure, including the SWIFT file transfer system, at no charge to participating jurisdictions. Staff time to prepare and submit the annual data file and to review the matched data returned by FTB will be absorbed within existing Finance Department workload.

Participation may result in increased business license tax revenue to the extent that matched data leads to the identification and registration of previously unlicensed businesses. The specific revenue impact cannot be quantified at this time but will be tracked and reported as part of the City's business license tax modernization initiative.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action is an organizational or administrative activity of the City government that will not result in direct or indirect physical changes in the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378. The project is also an action taken by the City to enforce a permit, license, certificate, or other entitlement for use issued, adopted, or prescribed by the City or enforcement of a law, general rule, standard,

or objective, administered, or adopted by the City and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15321.

ATTACHMENT(S):

- (a) Resolution
- (b) FTB 1104 PC – City-County Business Tax Program Participation Guide
- (c) Reciprocal Data Exchange Standard Agreement (STD 213) – Redacted Exemplar
- (d) FTB 712 Confidentiality Statement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS
AUTHORIZING PARTICIPATION IN THE CALIFORNIA FRANCHISE TAX
BOARD CITY/COUNTY BUSINESS TAX PROGRAM AND AUTHORIZING THE
CITY MANAGER TO EXECUTE A STANDARD AGREEMENT AND ALL
RELATED INSTRUMENTS**

WHEREAS, the California Franchise Tax Board (FTB) administers the City/County Business Tax (CCBT) Program, a voluntary data exchange initiative authorized under California Revenue and Taxation Code Sections 19551.1 and 19551.5; and

WHEREAS, the CCBT Program provides for a reciprocal exchange of data between participating cities and counties and FTB, whereby participating jurisdictions submit local business license data and FTB provides matched records identifying businesses and self-employed individuals who reported activity within the jurisdiction on their state income tax returns; and

WHEREAS, participation in the CCBT Program assists cities and counties in identifying unlicensed businesses operating within their jurisdictions and assists FTB in identifying businesses and individuals not filing required state income tax returns; and

WHEREAS, there is no cost to either party to establish or maintain the reciprocal data exchange agreement; and

WHEREAS, participation in the CCBT Program supports the City's business license tax modernization initiative by providing an additional tool for identifying and registering businesses operating within City limits without a valid business license; and

WHEREAS, participation requires the execution of a Standard Agreement (STD 213) with FTB, completion of a Security Questionnaire, and compliance with annual data submission, confidentiality, and data destruction requirements; and

WHEREAS, the City Council finds that participation in the CCBT Program is in the best interest of the City of Milpitas and its residents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Milpitas does hereby resolve 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. **Authorization to Enter Into Agreement.** The City Manager, or designee, is hereby authorized to enter into a Standard Agreement (STD 213) with the California Franchise Tax Board for participation in the City/County Business Tax Program for the reciprocal exchange of business license and tax return data.
3. **Authorization to Execute Related Instruments.** The City Manager, or designee, is hereby authorized to complete and submit all required program forms, including the Security Questionnaire and FTB 712 Confidentiality Statements, and to execute all instruments and take

all actions necessary to implement and maintain the City's ongoing participation in the CCBT Program, including annual data submissions via the Secure Web Internet File Transfer (SWIFT) system.

4. **Compliance with Program Requirements.** The City Manager shall ensure that all City staff with access to FTB data maintain signed FTB 712 Confidentiality Statements on file, complete annual FTB Disclosure Training, and that FTB data older than three years from the date of receipt is properly destroyed, in accordance with the terms of the Standard Agreement and applicable law.
5. **Effective Date.** This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 21st day of April, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montaña, Mayor

APPROVED AS TO FORM:

Christian Curtis, City Attorney



STATE OF CALIFORNIA
Franchise Tax Board

City/County Business Tax Program Participation Guide



Program Overview

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Authority

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Request to Participate

Annual File Submission Process

Secure Web Internet File Transfer (SWIFT)

Benefits of SWIFT

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Program Overview

Background

Cities and Counties participating in the City/County Business Tax (CCBT) Program provide their local business license data to the Franchise Tax Board (FTB). In exchange, FTB will provide cities/counties data from our records indicating business activity located in the city/county by name. This data exchange helps FTB find businesses not filing required tax returns and helps cities/counties find unlicensed businesses in their jurisdiction.

The program originated in the 1990s and has had a series of name changes over the years:

- 1990: Local Government Sharing Program
- 2009: City Business Tax Program
- 2016: City/County Business Tax Program

Program Benefits

The data received from FTB assists cities/counties in their enforcement efforts to identify unlicensed individuals or businesses.

FTB uses the data received from cities/counties to identify self-employed individuals or businesses who are not filing required state income tax returns.

Administrative Costs

There are no costs to either party when a reciprocal agreement is established.

Authority

The CCBT Program operates under California Revenue and Taxation Code (R&TC) Sections 19551.1 and 19551.5, which authorize a reciprocal agreement for the exchange of city/county business tax and confidential information between a city/county and FTB.

Participation Requirements

Eligibility

Participation in the CCBT Program is voluntary. Cities and counties in the state of California may be eligible if allowed by their local regulations, and if they can meet **all** of the following requirements:

1. Establish a standard CCBT reciprocal data exchange agreement with FTB.
2. Provide FTB with a copy of a current resolution, order, or minutes indicating the City/County has authority to enter into such an agreement.
3. Complete a Security Questionnaire.

CCBT Annual Processes

Once a data exchange agreement has been established, the CCBT Process consists of three annual steps:

1. Participants in the CCBT Program submit a file with their business tax licensee data to FTB each year between April 1 and July 31, using the specified FTB 909, *Record Layout for Data Transmitted to Franchise Tax Board*. Go to ftb.ca.gov and search for **909**.
2. In turn, each year during the month of December, FTB will run a match process against the data provided by the participant. We will match the data against the prior year's tax returns. The match process will result in a file reflecting both matches of the records submitted by the city or county, as well as additional businesses or individuals who have indicated on their return that they conduct business in the participating city or county. Refer to FTB 909A, *Record Layout for Data Transmitted to Cities*. Go to ftb.ca.gov and search for **909A**.
3. Annually, participants have a responsibility to ensure:
 - a. All staff with access to FTB data have a signed FTB 712, *City/County Business Tax Program Confidentiality Statement*, on file at the city/county. Go to ftb.ca.gov and search for **712**.
 - b. All staff with access to FTB data have completed an annual review of FTB's Disclosure Training.
 - c. FTB data older than three years from receipt has been destructed.

Request to Participate

To participate in the CCBT program, send an email to the City/County Business Tax Program at FTBCCBT@ftb.ca.gov requesting to participate, and we will initiate the process to coordinate your participation in the next annual cycle.

Interested cities/counties will receive an STD. 213, *Standard Agreement*, to complete and sign. Return the agreement and supporting documents to us by the due date provided.

The city/county will need to complete **all** of the following requirements:

- Email the agreement with electronic signature back to us by the due date.
- Obtain a resolution, order, motion, or ordinance stating that the city/county has authorization to enter this *Standard Agreement*.
- Complete and return the Security Questionnaire.

The Standard Agreement includes:

1. Scope of Work.
2. General Terms and Conditions.
3. Special Terms and Conditions.
4. City/County Record Format Specifications.
5. FTB Record Layout Specifications.
6. Confidentiality Agreement.

Next Steps:

Once we receive your completed and signed forms, you will:

1. Receive a fully executed original copy of your *Standard Agreement*.
2. Be registered for a Secure Web Internet File Transfer (SWIFT) Account.
3. Receive instructions on how to use SWIFT.
4. Transmit your file using SWIFT during the annual submission cycle established in the agreement.

Annual File Submission Process

SWIFT

Secure Web Internet File Transfer (SWIFT) is FTB's required method for external file transfers. SWIFT provides a secure means for transferring files to and from FTB, and it meets file transfer needs of government agencies and external business customers.

Benefits of SWIFT

Using SWIFT is easy. The SWIFT User Guide is available online to assist you, and upon request, FTB will provide an Excel spreadsheet template and instructions to help you convert your paper requests to a SWIFT format in accordance with the record layout. Go to ftb.ca.gov and search for **swift**.

SWIFT ensures fast and secure data transmission between FTB and participating cities/counties.

Data sent from FTB is instantly received by participating cities/counties moments after it's sent.

An automated email is generated upon receipt to notify you that your file has been received. You also have the option to download a receipt.

SWIFT Registration

Once an agreement has been executed, CCBT Program staff will contact you to register your new SWIFT account.

During registration, you will designate contact(s) for file transfer notifications. If your contacts include more than one person, we suggest using a group email ID.

SWIFT sends your agency a temporary password once you register, which can be immediately changed to one of your choosing. You must change the temporary password once you receive it and update your password once a year. SWIFT will not prompt you before your password expires.

Go to swift.ftb.ca.gov to log in. Use your SWIFT email ID assigned at registration and your temporary password.

Contacts and Resources

Contact Information

Our staff can provide services and support, such as:

- Answer program questions.
- Register, revise, or reset your SWIFT account password.
- Facilitate coordination with our technical team for data transmission issues.

Address:

CITY/COUNTY BUSINESS TAX PROGRAM MS A181
FRANCHISE TAX BOARD
PO BOX 2966
RANCHO CORDOVA CA 95741-2966

Email: FTBCCBT@ftb.ca.gov

Confidential account information should not be sent through email.

List of Forms

Use the following forms to participate in the CCBT Program. Go to ftb.ca.gov and search for **CCBT** to get the most recent versions.

Form Number and Name	Intended Use
FTB 712 - <i>City/County Business Tax Program Confidentiality Statement</i>	Acknowledge receipt and care of FTB data
<i>Annual Security and Disclosure Training</i>	Annual mandatory training for all city/county employees with access to FTB data
<i>SWIFT User Guide</i>	Assists participating cities and counties on the setup and use of their SWIFT account
FTB 909 - <i>Record Layout – Files to FTB</i>	Record layout for transmitting files to FTB
FTB 909A - <i>Record Layout – Files from FTB</i>	Record layout used by FTB to transmit files to participating cities/counties

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Franchise Tax Board

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

January 1, 2024 or date of approval, whichever is later,

THROUGH END DATE

December 31, 2026

3. The maximum amount of this Agreement is:

\$0.00 (NON-FINANCIAL AGREEMENT)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions	GTC417
+ - Exhibit D	Special Terms and Conditions	3
+ - Exhibit E	City and County Record Layout Specifications (FTB 909)	2
+ - Exhibit F	Franchise Tax Board Record Layout Specifications (FTB 909A)	1
+ - Exhibit G	Confidentiality Statement (FTB 712)	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
[REDACTED]	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Franchise Tax Board

CONTRACTING AGENCY ADDRESS

P.O. Box 2086

CITY

Rancho Cordova

STATE

CA

ZIP

95741

PRINTED NAME OF PERSON SIGNING

[REDACTED]

TITLE

Procurement and Contracting Officer or Designee

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1, 4.04.A.2

EXHIBIT A: SCOPE OF WORK

This Agreement is entered into by and between the Franchise Tax Board, hereinafter referred to as "FTB", and the City of [REDACTED] hereinafter referred to as the "City."

Purpose:

This Agreement provides for the reciprocal exchange between FTB and the City tax data specific to city business license information for tax administration purposes. By entering into a reciprocal agreement, each party agrees to bear its own costs of providing the data, and the City is precluded from obtaining reimbursement.

Both parties will abide by the legal and confidential provisions of this Agreement. The following exhibits are attached hereto and incorporated by reference herein, set forth additional terms to which the parties agree to be bound:

- Exhibit A: Scope of Work,
- Exhibit B: Budget Detail and Payment Provisions,
- Exhibit C: General Terms and Conditions,
- Exhibit D: Special Terms and Conditions,
- Exhibit E: City and County Record Layout Specifications (FTB 909),
- Exhibit F: FTB Record Layout Specifications (FTB 909A), and
- Exhibit G: Confidentiality Statement (FTB 712).

No Federal Tax Information will be exchanged.

Legal Authority:

California Revenue and Taxation Code (R&TC) Section 19551.1 authorizes a reciprocal agreement for the exchange of specified tax information between a City/County and FTB. R&TC Section 19551.5 mandates cities/counties to provide city/county business licensing and tax information to FTB upon request.

City Responsibilities:

1. The City agrees that the information provided by FTB will be used exclusively to administer the City/County Business Tax Program.
2. The City agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose; and will only be accessed or used by City employees whose duties are to administer the City/County Business Tax Program.
3. The City agrees to provide FTB with tax information pursuant to Format Specifications, Exhibit E (FTB 909), which shall include, but not be limited to, the following:
 - Business or owner's name
 - Business address
 - Federal Employer Identification Number (FEIN) or Social Security Number (SSN)

- Ownership type
 - North American Industry Classification Code or Standard Industry Classification Code
 - Business start and cessation dates
 - City Business Tax Number, to be assigned to the City by FTB
4. The City agrees to extract and provide city data to FTB annually between April and July for each tax year that the Agreement is in place. If the Agreement is executed after July 31, 2024, the City will have 30 days after execution to provide FTB with the first year's data.
 5. The City agrees to submit the records to FTB electronically using FTB's Secure Web Internet File Transfer (SWIFT) system.
 6. The City agrees to submit the records to FTB in ASCII fixed-length format, .txt, per the Format Specifications, Exhibit E.
 7. The City agrees to resubmit data in the event data is initially submitted with errors. The resubmission of data must be within 30 days of notification. If data is not submitted accurately and timely, the City will forfeit its rights to FTB data for that year.
 8. The City agrees that each City employee having access to FTB data shall sign a City/County Business Tax Program Confidentiality Statement, FTB 712 (Exhibit G). The signed statement is to be retained by the City and produced to FTB upon request.
 9. The City agrees to submit to FTB a completed Security Questionnaire prior to receiving any FTB data. The Security Questionnaire is valid for the duration of the Agreement.
 10. The City agrees to provide a copy of the current resolution, order, or minutes reflecting passage of a motion, or ordinance of the local governing body authorizing the execution of this specific Agreement.

FTB Responsibilities:

1. FTB agrees that information provided by the City will be used for tax administration and non-tax programs that FTB administers and may be shared with other state or federal agencies as authorized by law.
2. FTB agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose, except as provided in paragraph 1 or otherwise authorized by law.
3. FTB agrees to provide the City with data extracted from the Taxpayer Information (TI) system and Business Entities Tax System (BETS). FTB will provide the City with records for taxpayers within the City's jurisdiction who indicate a business on their personal or business entity income tax return. The Record Layout, Exhibit F: FTB 909A shall include:
 - Taxpayer name
 - Taxpayer address
 - Taxpayer SSN or FEIN
 - Principal Business Activity code

4. FTB agrees to match the data provided by the City using the SSN or FEIN against FTB's data with a "Yes" or "No" indicator on the Record Layout, Exhibit F: FTB 909A. The first year's data match is at the discretion of FTB based on when the data is received from the City and processed.
5. FTB agrees to provide the City with an annual data extract in December 2024 for tax year 2023, in December 2025 for tax year 2024, and in December 2026 for tax year 2025 via SWIFT.
6. FTB agrees to register the City for a SWIFT account allowing for the secure electronic transmission of data.
7. FTB agrees to provide the City with a unique City Business Tax Number to be used for reporting purposes only.
8. FTB agrees to allow the City to resubmit data within 30 days of notification, in the event data is initially submitted with errors.

Points of Contact:

The points of contact during the term of this Agreement will be:

Franchise Tax Board

[REDACTED]
City/County Business Tax Program Analyst
Data Oversight Program
P.O. Box 1468, Mailstop A181
[REDACTED] CA [REDACTED]
Phone: (916) [REDACTED]
Email: FTBCCBT@ftb.ca.gov

City of [REDACTED]

[REDACTED]
Revenue Manager,
Department of Finance
[REDACTED] I Street, Room [REDACTED]
[REDACTED] CA [REDACTED]
Phone: (916) [REDACTED]
Email: [REDACTED]

Return executed agreement to:

Franchise Tax Board

[REDACTED]
City/County Business Tax Program Analyst
Data Oversight Program
P.O. Box 1468, Mailstop A181
[REDACTED] CA [REDACTED]
Phone: (916) [REDACTED]
Email: FTBCCBT@ftb.ca.gov

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

This is a Non-Financial Agreement with no cost.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. DATA OWNERSHIP: The confidential tax information or other confidential information being provided under this Agreement remains the exclusive property of the providing party. Confidential tax information and other confidential information are not open to the public and require special precautions to protect from loss and unauthorized access, inspection, acquisition, use, disclosure, modification, or destruction. The City (or County) shall have the right to use and process the disclosed information for the purposes stated in the Scope of Work of Exhibit A of this Agreement, which right shall be revoked and terminated immediately upon termination of this Agreement.
2. STATEMENT OF CONFIDENTIALITY: The Franchise Tax Board has taxpayer tax returns and other confidential information and data in its custody. Unauthorized inspection or disclosure of state returns or other confidential information or data is a misdemeanor (Revenue and Taxation Code Sections 19542, 19542.1, and 19552). Unauthorized inspection or disclosure of federal returns and other confidential federal return information or data is a misdemeanor or a felony (Internal Revenue Code Sections 7213A(a)(2) and (b), and 7213(a)(2), respectively).

Upon the approval of this agreement and prior to any access to the confidential or sensitive data of the FTB, each City (or County) employee who may have access to the confidential data of FTB will be required to sign a City/County Business Tax Program Confidentiality Statement, FTB 712 (Exhibit G), attesting to the fact that he/she is aware of the confidentiality of the data and the penalties for unauthorized disclosure thereof under applicable state and federal law. The signed statement(s) shall be retained by the City (or County) and furnished to FTB upon request.

3. USE OF INFORMATION: The City (or County) agrees that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described in the Scope of Work of Exhibit A. The City (or County) further agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than as identified in the Scope of Work of Exhibit A.
4. EMPLOYEE ACCESS TO INFORMATION: Both FTB and the City (or County) receiving data agree that the information obtained will be kept in the strictest confidence and shall make information available to its own employees only on a "need to know" basis. The "need to know" standard is met by authorized employees who need the information to perform their official duties in connection with the uses of the information authorized by this Agreement. Each party receiving data recognizes its responsibility to protect the confidentiality of the information in its custody as provided by law and ensure that such information is disclosed only to those individuals and for such purposes as authorized by law and this Agreement.
5. PROTECTING CONFIDENTIAL INFORMATION/ INCIDENT REPORTING: Both FTB and the City (or County) receiving data, in recognizing the confidentiality of the information to be exchanged, agrees to take all appropriate precautions to protect the confidential information obtained pursuant to this agreement from unauthorized access, use, or disclosure. Each party receiving data will conduct oversight of its users with access to the confidential information provided under this Agreement, and will immediately notify FTB's Information Security Audit & Investigations Unit (SecurityAuditMail@ftb.ca.gov) of any unauthorized or suspected unauthorized accesses, uses and/or disclosures (incidents). For purposes of this section, "immediately" is defined as within 24 hours of the discovery of the breach or

suspected breach. The notification must describe the incident in detail and identify responsible personnel (name, title, and contact information). The City (or County) with an incident will comply with the incident reporting requirements in accordance with Civil Code Section 1798.29, State Administrative Manual (SAM) Chapter 5300 and Sections 8643, and State Information Management Manual 54340-A and 5340-C to facilitate the required reporting to the taxpayer(s) or state oversight agencies.

6. INFORMATION SECURITY: Information security is defined as the preservation of the confidentiality, integrity, and availability of information. A secure environment is required to protect the confidential information obtained from FTB pursuant to this agreement. The City (or County) receiving data will store information so that it is physically secure from unauthorized access. The records received by the City (or County) will be securely maintained and accessible only by employees of the City (or County) business license or tax programs who are committed to protect the data from unauthorized access, use, or disclosure. All FTB electronic data must be encrypted when in transit using FIPS 140-2 approved encryption technology and be password protected and secure at all times when in storage. Confidential information obtained from the FTB must be secured in accordance with the SAM Chapters 5100 and 5300 (Information Security), and National Institute of Standards and Technology (NIST) Special Publication 800-53 (moderate); and additional security requirements provided by FTB.
7. CLOUD COMPUTING ENVIRONMENT: A City (or County) receiving FTB's confidential data must submit a completed FTB Cloud Security Questionnaire before using a Cloud Computing Environment. The questionnaire will be reviewed for approval by FTB's Chief Security Officer, or his/her designee. A Cloud Computing Environment cannot be used to receive, transmit, store or process FTB's confidential data without prior written approval from FTB's Chief Security Officer or his/her designee.
8. DESTRUCTION OF RECORDS: All records received by the City (or County) from FTB under this Agreement, and any database(s) created, copies made, or files attributed to the records received, shall be destroyed within three years of receipt or upon termination of the agreement due to a breach of its terms, whichever occurs earlier. The records shall be destroyed in a manner to be deemed unusable or unreadable, and to the extent that an individual record can no longer be reasonably ascertained. The City (or County) will notify FTB City/County Business Tax program manager annually in writing at [FTB CCBT@FTB.CA.GOV](mailto:CCBT@FTB.CA.GOV) that proper destruction methods have been applied. FTB will destroy city/county data in accordance with the department's data retention policies.
9. DISPUTE RESOLUTION: In the event of a dispute, the City (or County) shall file a "Notice of Dispute" with FTB's Chief Financial Officer within ten (10) days of discovery of the problem. Within ten (10) days, FTB's Chief Financial Officer or his/her designee shall meet with the City (or County) for purposes of resolving the dispute. The decision of the Chief Financial Officer shall be final.
10. SURVIVAL OF OBLIGATION TO PROTECT DATA: Each party's obligation to protect the data and information received from the other party shall survive the expiration or termination of this Agreement. In the event a party continues to provide any data or information to the other party after the expiration or termination of this Agreement, the receiving party agrees to continue to protect all such data and information received in accordance with the provisions of this Exhibit D, and all applicable state and federal laws.

11. ONSITE SAFEGUARD REVIEW: FTB retains the right to conduct on-site safeguard reviews of the City (or County) use of FTB information and security controls established. The safeguard reviews may include, but are not limited to an examination of the adequacy of information security controls, “need to know,” and use justifications established by the City (or County) to ensure compliance with the terms and conditions of this agreement. FTB will provide a minimum of seven (7) days’ notice of a safeguard review being conducted by FTB staff. The City (or County) will take appropriate disciplinary actions against any user determined to have violated security or confidentiality requirements.
12. LIMITED WARRANTY: Neither party represents or warrants the accuracy or content of the material available through this Agreement, nor each expressly disclaims any express or implied warranty, including any implied warranty of fitness for a specific purpose.
13. CANCELLATION: Either party may terminate this Agreement, in writing for any reason, upon thirty (30) days’ prior written notice. This Agreement may be terminated immediately by either party in the event of any breach of the terms of this Agreement.
14. NO THIRD PARTY LIABILITY: Nothing contained in or related to this agreement shall create any contractual relationship between either of the Parties and any other party, except between FTB and the City (or County); and no other party shall relieve the City (or County) or FTB of its responsibilities and obligations hereunder. Each of the parties agrees to be fully responsible for the acts and omissions of its third party contractors and agents, and of persons either directly or indirectly employed by the party. Neither of the parties shall have any obligation to pay, or to see to the payment of, any monies to any party or persons either directly or indirectly employed by the other.
15. EXECUTIVE ORDER N-6-22 RUSSIA SANCTIONS: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT E: CITY AND COUNTY RECORD LAYOUT SPECIFICATIONS (FTB 909)

Data Element Name	Start Position	End Position	Field Size	Description
Social Security Number (SSN)	1	9	9	Must be present unless FEIN is provided. Fill unused fields with zeros.
Federal Employer ID Number (FEIN)	10	18	9	Must be present unless SSN is provided. Fill unused fields with zeros.
Ownership Type	19	19	1	Must be present. Use only acceptable values listed here: S = Sole Proprietorship P = Partnership C = Corporation T = Trust L = LLC
Owner Last Name	20	34	15	Must be present if Ownership Type in position 19 = S.
Owner First Name	35	45	11	Must be present if Ownership Type in position 19 = S.
Owner Middle Initial	46	46	1	May be left blank.
Business Name	47	86	40	Enter if business is operating under a fictitious name (doing business as (DBA)).
Business Address	87	126	40	Address of the business location or the residence of the owner if sole proprietorship.
City	127	166	40	Must be present.
State	167	168	2	Enter the valid U.S. Postal Service (USPS) state abbreviation. Format = CA
ZIP Code	169	177	9	Enter the five- or nine-digit ZIP Code assigned by USPS. If only the first five digits are known, left justify information and fill the unused fields with zeros.

Data Element Name	Start Position	End Position	Field Size	Description
Business Start Date	178	185	8	Enter the eight-digit date (MMDDYYYY). If unknown, fill the field with zeros.
Business Cease Date	186	193	8	Enter the eight-digit date (MMDDYYYY) if out of business. If unknown, fill the field with zeros.
City/County Business Tax Number	194	196	3	Enter three-digit number assigned by FTB.
North American Industry Classification System (NAICS)	197	202	6	Enter the two- to six-digit NAICS code. Left Justify. Fill unused field with zeros (example, 99 will be 990000).
Standard Industrial Classification (SIC)	203	206	4	Enter the two- to four-digit SIC code. Left justify. Fill unused fields with zeros (example, 99 will be 9900).
Total Record Length		206		

EXHIBIT F: FRANCHISE TAX BOARD RECORD LAYOUT SPECIFICATIONS (FTB 909A)

Data Element Name	Length	Start Position	Description
ENTITY TYPE	1	1	"P" – Personal income tax record "B" – Business entity tax record
SSN or FEIN	9	2	For "P" records, primary taxpayer's social security number (SSN) For "B" records, federal employer identification number (FEIN)
LAST NAME	40	11	For "P" records, primary taxpayer's last name For "B" records, business name
FIRST NAME	11	51	For "P" records only
MIDDLE INITIAL	1	62	For "P" records only
SPOUSE SSN	9	63	For "P" records filed with a joint return
SPOUSE LAST NAME	17	72	For "P" records filed with a joint return
SPOUSE FIRST NAME	11	89	For "P" records filed with a joint return
SPOUSE MIDDLE INITIAL	1	100	For "P" records filed with a joint return
PBA CODE	6	101	For "P" records, principal business activity (PBA) code
ADDRESS NUMBER	10	107	
PRE-DIRECTIONAL DIRECTOR	2	117	Postal Service term referring to the directional word that is located before the street name and suffix (i.e., N, S, E, W, NE, NW, SE, SW)
STREET NAME	28	119	
STREET SUFFIX	4	147	e.g. ST, WAY, HWY, BLVD, etc.
POST-DIRECTIONAL INDICATOR	2	151	Postal Service term referring to the directional word that is located after the street name and suffix (i.e., N, S, E, W, NE, NW, SE, SW)
STREET SUFFIX 2	4	153	
APARTMENT/SUITE NUMBER	10	157	e.g., APT, UNIT, FL, etc.
CITY	13	167	
STATE	2	180	Standard state abbreviation
ZIP CODE	5	182	The five-digit ZIP Code assigned by the U.S. Postal Service
ZIP CODE SUFFIX	4	187	Provide if known
CCBT MATCH	1	191	"N" – No match per CCBT data. "Y" – Yes: CBT matched to state tax return filed
TOTAL RECORD LENGTH		191	

EXHIBIT G: CONFIDENTIALITY STATEMENT (FTB 712)



STATE OF CALIFORNIA
DISCLOSURE OFFICE MS A181
FRANCHISE TAX BOARD
PO BOX 1468

CA

City/County Business Tax Program Confidentiality Statement

Confidential tax data is protected from disclosure by law, regulation, and policy. Information security is strictly enforced; violators may be subject to disciplinary, civil, and/or criminal action. Protecting confidential tax data is in the best interest of the city, county, and state.

As a city/county employee, you are required to protect all information received from the Franchise Tax Board (FTB). To protect confidential tax data, you must:

- **Access or modify tax data solely to perform official duties.**
- **Never access or inspect tax data for curiosity or personal reasons.**
- **Never show or discuss confidential tax data with anyone who does not have a need to know.**
- **Never remove confidential tax data from your worksite without authorization.**
- **Place confidential tax data in approved locations only.**

Unauthorized inspection, access, use, or disclosure of confidential tax data is a crime under state laws including, but not limited to, California Revenue and Taxation Code Sections 19542 and 19552 and Penal Code Section 502. Unauthorized access, inspection, use, or disclosure may result in either or both of the following:

- **State criminal action**
- **Taxpayer civil action.**

I certify that I have read the confidentiality statement printed above. I further certify and understand that unauthorized access, inspection, use, or disclosure of confidential information may be punishable as a crime and may result in disciplinary and/or civil action against me.

Name (print)

Signatur

Dat

Each city/county employee accessing FTB data must retain a signed copy of this form and provide it to FTB upon request.



City/County Business Tax Program Confidentiality Statement

Confidential tax data is protected from disclosure by law, regulation, and policy. Information security is strictly enforced; violators may be subject to disciplinary, civil, and/or criminal action. Protecting confidential tax data is in the best interest of the city, county, and state.

City/County Employee Acknowledgment

As a city/county employee, you are required to protect all information received from the Franchise Tax Board (FTB). To protect confidential tax data, you must:

- **Access or modify tax data solely to perform official duties.**
- **Never access, inspect, or use tax data for curiosity or personal reasons.**
- **Never show or discuss confidential tax data with anyone who does not have an authorized need to know.**
- **Never remove confidential tax data from your worksite without authorization.**
- **Place confidential tax data in approved locations only.**

Unauthorized inspection, access, use, or disclosure of confidential tax data is a crime under state laws including, but not limited to, California Revenue and Taxation Code Sections 19542, 19542.1, and 19552 and Penal Code Section 502. Unauthorized access, inspection, use, or disclosure may result in any or all of the following:

- **State criminal action.**
- **Taxpayer civil action.**
- **Criminal fines.**

I certify that I have read the confidentiality statement printed on this form. I further certify and understand that unauthorized access, inspection, use, or disclosure of confidential information may be punishable as a crime and may result in disciplinary and/or civil action against me.

Signature Authorization

If I choose to sign this form electronically, I agree that my electronic signature is a legally binding equivalent to my handwritten signature on a paper form.

Employee name

Employee signature

Date

Each city/county employee accessing FTB data must retain a signed copy of this form and provide it to FTB upon request.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider Fee Waiver and Donation Requests from Milpitas Community Educational Endowment, Christian Worship Center Bay Area, Inclusive World, Gen Grow Empower Nurture, and Positive Alternative Recreation Teambuilding Impact (Staff Contact: Renee Lorentzen, Director of Recreation and Community Services, 408-586-3409)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	4/7/2026
Recommendation:	(1) Approve Fee Waivers for (a) Milpitas Community Educational Endowment Annual Appreciation Dinner for \$521, (b) Christian Worship Center Bay Area Annual Egg Hunt for \$1,500, and (c) Gen Grow Empower Nurture Celebrating Neurodiversity Event for \$1,500; and (2) Approve Donation Requests for (a) Positive Alternative Recreation Teambuilding Impact "Fusion" Milpitas Youth Community Outreach and Building Service Project kick-off event for \$500 and (b) Inclusive World Community Showcase for Neurodiverse Youth & High School Volunteers for \$325.

BACKGROUND:

Staff have received three (3) Fee Waiver and two (2) Donation requests from five (5) non-profit organizations for City Council consideration.

ANALYSIS:

Five Donation and Fee Waiver/Reduction Policy request applications were received by the Recreation and Community Services Department from the Milpitas Community Educational Endowment, Christian Worship Center Bay Area, Inclusive World, Gen Grow Empower Nurture (GGEN), and Positive Alternative Recreation Teambuilding Impact (PARTI).

Fee Waiver Requests

Milpitas Community Educational Endowment, GGEN, and Christian Worship Center Bay Area submitted the required application and documentation for their respective events:

- Facility Rental Application and Permit
- City Council Donation and Fee Waiver/Reduction Policy request
- Non-profit status letter

Milpitas Community Educational Endowment is requesting the City Council waive eligible fees for facility rental hourly fees in the amount of \$521 for their Annual Appreciation Dinner at the Milpitas Senior Center Community Room on May 1, 2026. Fees ineligible for waiver are the application fee, refundable rental security/damage deposits, and staff fees.

Christian Worship Center Bay Area is requesting the City Council waive eligible fees for facility rental hourly fees and special event permit fees in the amount of \$1,500 for their Annual Egg Hunt at Starlite Park on April 4, 2026. Fees ineligible for waiver are the application fees, refundable rental security/damage deposits, and staff fees.

GGEN is requesting the City Council waive eligible fees for facility rental hourly fees in the amount of \$1,500 for their Celebrating Neurodiversity event at the Milpitas Community Center Auditorium on May 3, 2026. Fees ineligible for waiver are the application fee, refundable rental security/damage deposits, and staff fees.

Donation Requests

Inclusive World and PARTI submitted the required application and documentation for their respective events:

- City Council Donation and Fee Waiver/Reduction Policy request
- Non-profit status letter

Inclusive World is requesting the City Council make a donation in the amount of \$325 to their World Community Showcase for Neurodiverse Youth & High School Volunteers on May 3, 2026, at the Senior Center Community Room.

PARTI is requesting the City Council make a retroactive donation in the amount of \$500 to their "Fusion" Milpitas Youth Community Outreach and Building Service Project kick-off event on March 26, 2026, at Dave and Busters.

The Milpitas City Council adopted an updated "City Council Donation and Fee Waiver/Reduction Policy" on June 21, 2022. Per the policy, eligible organizations can request City fees to be waived up to \$1,500 or a donation amount up to \$500 to be granted upon request. Eligible organizations are defined as "a non-profit organization as described by the Internal Revenue Section such as 501(c)(3) or an intergovernmental agency; Non-discriminatory, and non-political in nature." Fee Waiver or Donation requests for events must provide a community benefit within the City of Milpitas proper. Applying organizations must provide proof of non-profit status from the federal Internal Revenue Service or the state Franchise Tax Board.

As required, Milpitas Community Educational Endowment, Christian Worship Center Bay Area, GGEN, Inclusive World, and PARTI have provided a copy of their respective determination letters from the Internal Revenue Service stating they are a tax-exempt organization. All applicants meet the requirements as outlined in the Council adopted Donation and Fee Waiver/Reduction Policy.

POLICY ALTERNATIVE(S):

Alternative: Do not approve any one or combination of received fee waivers and donation applications as requested.

Pros: The City's General Fund will not incur the costs of the fees waived.

Con: Denial of the request may not allow the non-profit organization to hold their events.

Reason not recommended: The requests are consistent with the Council approved Policy.

FISCAL IMPACT:

\$25,000 was approved and included in the FY 2025-26 City Operating budget for City Council's Unallocated Community Promotions with a current balance of \$21,281. If this request is approved by the City Council, then \$16,935 will remain for this program in the current year's budget.

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) Milpitas Community Educational Endowment Application
- (b) Milpitas Community Educational Endowment Internal Revenue Service (IRS) non-profit letter
- (c) Christian Worship Center Bay Area Application
- (d) Christian Worship Center Bay Area Internal Revenue Service (IRS) non-profit letter
- (e) PARTI Application
- (f) PARTI Internal Revenue Service (IRS) non-profit letter
- (g) GGEN Application
- (h) GGEN Internal Revenue Service (IRS) non-profit letter
- (i) Inclusive World Application
- (j) Inclusive World Internal Revenue Service (IRS) non-profit letter

City of Milpitas City Council Non-Profit Donation/Fee Waiver Request Program Application Form #49

Name of Organization	Milpitas Community Educational Endowment
Is there a Milpitas Branch or Affiliation?	- Yes
Organization Address (as listed on your 501 (c) 3)	1331 E Calaveras Blvd Milpitas, CA 95035 United States
Organization Web Site	https://mceefoundation.org
Organization Contact Name	Rob Jung
Organization Contact Phone	(408) 883-3813
Organization Contact Email	rob@mceefoundation.org
Request Type	- Fee Waiver (up to \$1,500)
Requested Amount (request types cannot be combined or exceed maximum listed amounts)	521.00
Description of Use of Funds/Fees to be Waived	Rental and Application fees
Event Name	Annual Appreciation Dinner
Event Date(s)	May 01, 2026
Event Location (Facility Name and Address)	MSRC Community Room
Is your Event Open to the Public	Yes
What is you anticipated Event attendance?	150
What is the purpose of the Event? To recognize the people who significantly made an impact in helping us deliver programs and experiences to MUSD students and support the MCEF organization. Also, to help raise funds for the upcoming year's programs.	
Is your event a Fundraiser	Yes
What percentage of your event fundraising proceeds will benefit the Milpitas Community?	60% or more
How will the Milpitas Community Benefit from this Event? When our students succeed, Milpitas thrives. This event provides students with the skills and experiences they need to become active, engaged citizens who contribute back to our local economy and community culture.	
How will the City's contribution (if approved) be recognized in event media and publicity? The city's contribution will be recognized on our website, social media, and in the dinner program.	
Upload your Entity Status Letter (Entity Name listed on this application must match the Entity Status Letter Name)	MCEE Letter of Determination (2) (1).pdf
Within 60 days after completion of the event for which a donation was received or a fee waiver was granted by the City of Milpitas, your organization will provide a report to the Director of Recreation and Community Services to include at minimum: number of participants, copies of all publicity of the event, any benefit to the community, amount of funds raised and an accounting of how the proceeds of the event will be dispersed.	
Failure to abide by the rules and procedures set forth in the City Council Donation/Fee Waiver	

Policy will result in the organization being denied
for funding and/or fee waiver in the future.
Draw your signature into the box below.

A handwritten signature in black ink, appearing to read "K. D. Gray", is drawn into a light blue rectangular box.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 11 2010

MILPITAS COMMUNITY EDUCATIONAL
ENDOWMENT INC
C/O MILPITAS UNION SCHOOL DISTRICT
1331 EAST CALAVERAS BLVD
MILPITAS, CA 95035-5707

Employer Identification Number:

DLN:

17053342388039

Contact Person:

GARY MUTHERT

ID# 31518

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

June 30

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

October 14, 2009

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

MILPITAS COMMUNITY EDUCATIONAL

Sincerely,

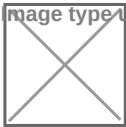
A handwritten signature in black ink, appearing to read "Robert Choi". The signature is stylized with a large, looped "R" and a cursive "Choi".

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

City of Milpitas City Council Non-Profit Donation/Fee Waiver Request Program Application Form #50

Name of Organization	Christian Worship Center Bay Area
Is there a Milpitas Branch or Affiliation?	- Yes
Organization Address (as listed on your 501 (c) 3)	241 S. Main St Milpitas, CA 95035 United States
Organization Web Site	https://www.cwcbayarea.com/
Organization Contact Name	Steven Hinojosa
Organization Contact Phone	(408) 263-0406
Organization Contact Email	psteven@cwcsj.org
Request Type	- Fee Waiver (up to \$1,500)
Requested Amount (request types cannot be combined or exceed maximum listed amounts)	1500
Description of Use of Funds/Fees to be Waived	Funds will be used to pay vendors, purchase easter eggs as well as cover any remaining fees we may acquire due to the size of the event.
Event Name	Community Easter Egg Hunt
Event Date(s)	Apr 04, 2026
Event Location (Facility Name and Address)	Starlite Park, 450 Rudyard Dr. Milpitas, CA 95035
Is your Event Open to the Public	Yes
What is you anticipated Event attendance?	500
What is the purpose of the Event?	To provide an opportunity for families to get together and enjoy a day to celebrate Easter with a traditional fun Easter Egg Hunt with fun, along with other free activities such as jumpers, and face painting.
Is your event a Fundraiser	No
What percentage of your event fundraising proceeds will benefit the Milpitas Community?	None, this is not a fundraiser
How will the Milpitas Community Benefit from this Event?	As this event is free, we are providing free entertainment and creating an opportunity for families to have quality time together.
How will the City's contribution (if approved) be recognized in event media and publicity?	A thanks will be provided on our social media platforms as well as in our video recap.
Upload your Entity Status Letter (Entity Name listed on this application must match the Entity Status Letter Name)	 501C3 copy.jpeg
Within 60 days after completion of the event for which a donation was received or a fee waiver was granted by the City of Milpitas, your organization will provide a report to the Director of Recreation and Community Services to include at minimum: number of participants, copies of all publicity of the event, any benefit to the community, amount of funds raised and an	

accounting of how the proceeds of the event will be dispersed.

Failure to abide by the rules and procedures set forth in the City Council Donation/Fee Waiver Policy will result in the organization being denied for funding and/or fee waiver in the future. Draw your signature into the box below.

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a series of loops and a final downward stroke.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date **DEC 02 2006**

CHRISTIAN WORSHIP CENTER OF SAN
JOSE INC
C/O H DOUGLAS DUNCAN
PO BOX 2388
LODI, CA 95241-0000

Employer Identification Number:

DLN:

17053293009036

Contact Person:

JOHN J ROESTER

ID# 31364

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(i)

Form 990 Required:

No

Effective Date of Exemption:

January 4, 2006

Contribution Deductibility:

Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

If you distribute funds to individuals, you should keep case histories showing the recipient's name and address; the purpose of the award; the manner of selection; and the relationship of the recipient to any of your officers, directors, trustees, members, or major contributors.

Letter 947 (DO/CG)

City of Milpitas City Council Non-Profit Donation/Fee Waiver Request Program Application Form #51

Name of Organization	Positive Alternative Recreation Teambuilding Impact
Is there a Milpitas Branch or Affiliation?	- Yes
Organization Address (as listed on your 501 (c) 3)	2576 Gumdrops Dr. San Jose, Ca 95148 United States
Organization Web Site	https://www.partiprogram.com
Organization Contact Name	Winston Ashby
Organization Contact Phone	(408) 561-4664
Organization Contact Email	partisquad@yahoo.com
Request Type	- Donation (up to \$500)
Requested Amount (request types cannot be combined or exceed maximum listed amounts)	\$500
Description of Use of Funds/Fees to be Waived	To fund initial Milpitas youth community outreach and building service project
Event Name	Fusion
Event Date(s)	Mar 26, 2026
Event Location (Facility Name and Address)	940 Great Mall Dr, Milpitas, CA 95035
Is your Event Open to the Public	Yes
What is your anticipated Event attendance?	20
What is the purpose of the Event?	

Over:

To work/support 20 high school students across Milpitas and 8th grade students in all middle schools. They will gather to produce a culminating activity in April/May and perform/speak and share at the Milpitas Juneteenth and other Milpitas summer activities.

Beginning March 27 through May, Two PARTI staff will work with 20 high school students and middle school (8th grade) students across Milpitas schools through approximately 10 program contacts/sessions. During these sessions, youth will collaborate to research the history and significance of Juneteenth, develop creative presentations, and build skills in storytelling, teamwork, and event preparation. Youth participants will design and produce a culminating presentation and performance that highlights themes of freedom, resilience, community leadership, and cultural awareness.

Milpitas High School students, Breana Q. and Anjelica M. are the organization's student co-leaders and Mr. Chris Norwood, Milpitas Superintendent of schools, will serve as an honorary advisor and project connector to all Milpitas schools.

Is your event a Fundraiser

No

What percentage of your event fundraising proceeds will benefit the Milpitas Community?

None, this is not a fundraiser

How will the Milpitas Community Benefit from this Event?

This project is needed in Milpitas because many young people lack consistent opportunities to engage in leadership development, cultural education, and community-based civic activities that strengthen identity, belonging, and positive peer connections. As schools and local systems increasingly focus on academic performance and crisis-response services, fewer structured programs exist that allow youth to explore history, culture, and community leadership in creative ways.

Milpitas is a diverse city with students from many cultural backgrounds, yet youth often have limited platforms to share their voices publicly or participate in community events as leaders. Programs that connect students to cultural heritage—such as Juneteenth—help youth understand important moments in American history while building respect, inclusion, and cross-cultural awareness within the community.

This project addresses those needs by engaging 20 high school and middle school students through 10 program sessions where they learn about the historical significance of Juneteenth, develop communication and performance skills, and collaborate on a culminating presentation. The program provides mentorship, structured learning, and opportunities for youth to practice public speaking, creative expression, and teamwork.

By presenting their work at the Milpitas Juneteenth celebration and other summer community events, youth gain real-world leadership experience and a platform to contribute positively to their city. This initiative helps strengthen youth confidence, civic participation, and community pride while creating safe and meaningful engagement opportunities for Milpitas students.

How will the City's contribution (if approved) be recognized in event media and publicity?

If approved, the City of Milpitas will be prominently recognized as a key community partner and supporter of youth leadership and cultural education throughout the project and at the culminating Juneteenth activity.

The City's support will be acknowledged through multiple media, promotional, and event visibility opportunities, including:

Event Promotion and Marketing

The City of Milpitas logo will be included on all digital and printed promotional materials, including event flyers, social media graphics, and community announcements.

Recognition in social media posts and event promotions across PARTI platforms highlighting the City's support of Milpitas youth.

Inclusion in email newsletters and community outreach communications sent to local schools, families, and community partners.

Event Recognition

Verbal acknowledgment of the City of Milpitas as a supporting partner during the Juneteenth program and youth presentations.

Opportunity for a City representative to provide welcome remarks or recognition during the event.

Display of the City logo on event signage, stage backdrops, or program materials where applicable.

Community and Media Visibility

Recognition in post-event recaps, press outreach, and community impact summaries highlighting the City's investment in youth leadership and cultural programming.

Tagging and acknowledgement of the City of Milpitas in event photos, videos, and social media coverage shared after the event.

Through these efforts, the City of Milpitas will receive visible recognition as a champion of youth development, civic engagement, and cultural celebration in the community.

Upload your Entity Status Letter (Entity Name listed on this application must match the Entity Status Letter Name) [501 c 3 Letter \(1\).pdf](#)

Within 60 days after completion of the event for which a donation was received or a fee waiver was granted by the City of Milpitas, your organization will provide a report to the Director of Recreation and Community Services to include at minimum: number of participants, copies of all publicity of the event, any benefit to the community, amount of funds raised and an accounting of how the proceeds of the event will be dispersed.

Failure to abide by the rules and procedures set forth in the City Council Donation/Fee Waiver Policy will result in the organization being denied for funding and/or fee waiver in the future. Draw your signature into the box below.

A handwritten signature in black ink, appearing to be 'W. W. W.', is written on a light blue background.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: 08/11/2007

POSITIVE ALTERNATIVE RECREATION
TEAMBUILDING IMPACTING PROGRAM
C/O WINSTON ASHBY
[REDACTED]

Employer Identification Number:

DLN:

607285050

Contact Person:

RICHARD TELLEZ

ID# 95025

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

509(a)(2)

Form 990 Required:

Yes

Effective Date of Exemption:

July 7, 2006

Contribution Deductibility:

Yes

Advance Ruling Ending Date:

December 31, 2010

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether

Letter 1045 (DO/CG)

City of Milpitas City Council Non-Profit Donation/Fee Waiver Requ... #55

Name of Organization	GEN GROW EMPOWER NURTURE
Is there a Milpitas Branch or Affiliation?	☒ No
Organization Address (as listed on your 501 (c) 3)	United States
Organization Web Site	https://joingenusa.com
Organization Contact Name	Pooja Lunia
Organization Contact Phone	
Organization Contact Email	
Request Type	☒ Fee Waiver (up to \$1,500)
Requested Amount (request types cannot be combined or exceed maximum listed amounts)	1500
Description of Use of Funds/Fees to be Waived	The requested fee waiver will be applied toward venue-related expenses, including facility rental and associated usage fees. By reducing these operational costs, the organization will be able to dedicate more funding toward event programming, such as educational workshops, guest speakers, and community resources for neurodiverse individuals and their families. This support will help ensure the event remains free, accessible, and impactful for the Milpitas community.
Event Name	Celebrating Neurodiversity
Event Date(s)	May 03, 2026
Event Location (Facility Name and Address)	Milpitas Community Center
Is your Event Open to the Public	Yes
What is you anticipated Event attendance?	500
What is the purpose of the Event?	The purpose of this event is to promote awareness, inclusion, and support for neurodiverse individuals within the Milpitas community. This free, public event will feature educational workshops, guest speakers, interactive activities for children, and resource booths connecting families to local services and support organizations. The event aims to create a welcoming space for individuals with neurodiverse conditions and their families to connect, learn, and access valuable resources. By increasing understanding and acceptance, the event seeks to reduce stigma and foster a more inclusive, supportive, and connected community for all residents.
Is your event a Fundraiser	No

What percentage of your event fundraising proceeds will benefit the Milpitas Community?

None, this is not a fundraiser

How will the Milpitas Community Benefit from this Event?

This Neurodiversity Event will deliver measurable community impact by combining awareness, access, and engagement:

Community Reach: Expected attendance of 300+ residents, increasing awareness of neurodiversity conditions that affect 1 in 5 individuals (including autism, ADHD, and learning differences).

Resource Access: 15–25 local providers, therapists, and organizations in one space, improving access to early intervention and support services.

Economic Support: Platform for local small businesses and professionals to connect with families and generate leads.

Family Engagement: Inclusive, sensory-friendly activities designed for 100+ families, promoting participation and belonging.

City Impact & Visibility: Opportunity for Milpitas to lead as an inclusive city, supported by community partnerships and potential media coverage.

This event strengthens Milpitas by building awareness, improving access to resources, and fostering a more inclusive and connected community.

How will the City's contribution (if approved) be recognized in event media and publicity?

The City of Milpitas' contribution will be recognized across all event media and publicity, including social media platforms, event flyers, email newsletters, and community outreach materials. The City will be acknowledged as a valued supporter, with its logo included on promotional materials where appropriate. Additionally, verbal recognition will be provided during the event, highlighting the City's support in helping make this community event possible.

Upload your Entity Status Letter (Entity Name listed on this application must match the Entity Status Letter Name)

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

IRS

GEN GROW EMPOWER NURTURE
C/O PRIYANKA SEHA

Date: 01/23/2024
Employer ID number: [REDACTED]

Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500

Accounting period ending:
December 31

Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes

Effective date of exemption:
December 12, 2023

Contribution deductibility:
Yes

Addendum applies:
No
DLN:
26053418001854

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

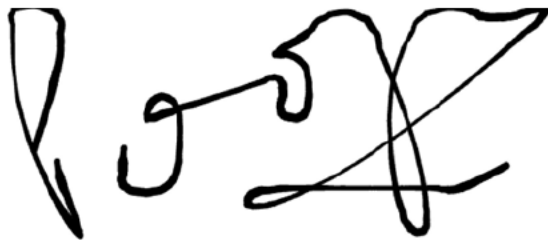
For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,
Stephen A. Martin
Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

GEN.jpeg

Within 60 days after completion of the event for which a donation was received or a fee waiver was granted by the City of Milpitas, your organization will provide a report to the Director of Recreation and Community Services to include at minimum: number of participants, copies of all publicity of the event, any benefit to the community, amount of funds raised and an accounting of how the proceeds of the event will be dispersed. Failure to abide by the rules and procedures set forth in the City Council Donation/Fee Waiver Policy will result in the organization being denied for funding and/or fee waiver in the future. Draw your signature into the box below.

A handwritten signature in black ink, consisting of a stylized 'J' followed by a series of loops and a final flourish.

Entry Info

Date Created	25 Mar 2026 - 07:12:22 AM
Date Updated	
IP Address	76.132.79.253



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

GEN GROW EMPOWER NURTURE
C/O PRIYANKA SHAH
[REDACTED]

Date:

01/23/2024

Employer ID number:

Person to contact:

Name: Customer Service

ID number: 31954

Telephone: 877-829-5500

Accounting period ending:

December 31

Public charity status:

170(b)(1)(A)(vi)

Form 990 / 990-EZ / 990-N required:

Yes

Effective date of exemption:

December 12, 2023

Contribution deductibility:

Yes

Addendum applies:

No

DLN:

26053418001854

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

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For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

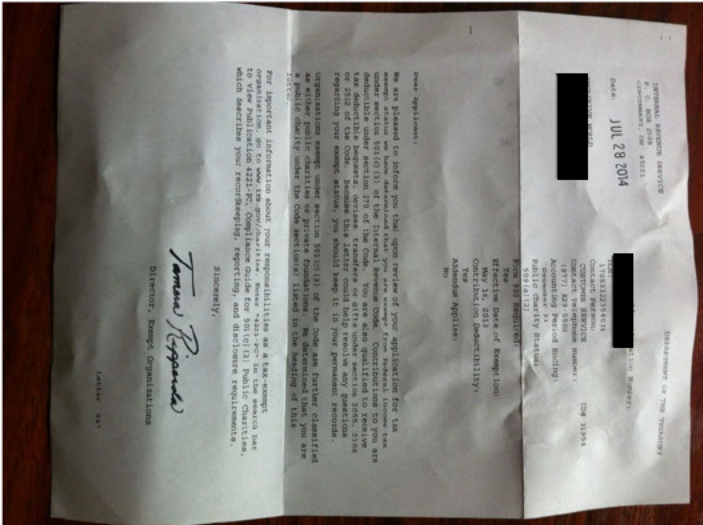
City of Milpitas City Council Non-Profit Donation/Fee Waiver Requ... #54

Name of Organization	Inclusive World
Is there a Milpitas Branch or Affiliation?	☒ Yes
Organization Address (as listed on your 501 (c) 3)	 United States
Organization Web Site	https://inclusiveworld.org
Organization Contact Name	Madhu Krishnan
Organization Contact Phone	
Organization Contact Email	
Request Type	☒ Donation (up to \$500)
Requested Amount (request types cannot be combined or exceed maximum listed amounts)	\$325
Description of Use of Funds/Fees to be Waived	The requested fee waiver will support a free Inclusive World Community Showcase for Neurodiverse Youth & High School Volunteers in the local community, where our students and volunteers will present projects showcasing vocational skills, while providing neurodiverse youth and high school students with inclusive learning and volunteer opportunities.
Event Name	Inclusive World Community Showcase for Neurodiverse Youth & High School Volunteers
Event Date(s)	May 03, 2026
Event Location (Facility Name and Address)	Barbara Lee Senior Center 40 N Milpitas Blvd, Milpitas, CA 95035
Is your Event Open to the Public	Yes
What is you anticipated Event attendance?	125
What is the purpose of the Event?	This free community event offers an opportunity to watch a showcase of projects created by our neurodiverse students and volunteers, featuring vocational and hi-tech projects such as website development, coding, digital media, and job readiness skills; enjoy entertainment by our members and volunteers; interact with current members and staff; enjoy light refreshments; and learn about Inclusive World's programs and volunteer opportunities that provide meaningful skills, experiences, and community engagement for Milpitas residents of all ages.
Is your event a Fundraiser	No
What percentage of your event fundraising proceeds will benefit the Milpitas Community?	None, this is not a fundraiser
How will the Milpitas Community Benefit from this Event?	This event benefits the Milpitas community by providing a free, inclusive space where neurodiverse youth can build and showcase vocational and hi-tech skills, while local families gain awareness of accessible programs and resources available to support their children. It also offers high school students meaningful volunteer opportunities to develop leadership, communication, and teamwork skills while contributing to an inclusive community. By bringing together families, students, and community members, the event fosters connection, awareness, and engagement, strengthening the fabric of the Milpitas community.

How will the City's contribution (if approved) be recognized in event media and publicity?

The City of Milpitas will be acknowledged as a supporter of the event across all event publicity, including flyers, social media, and event materials, and will be verbally recognized during the event, with documentation of all promotional efforts, participant engagement, and community impact included in a post-event report submitted to the City within 60 days, in alignment with City policy.

Upload your Entity Status Letter (Entity Name listed on this application must match the Entity Status Letter Name)



Inclusive World.JPG

Within 60 days after completion of the event for which a donation was received or a fee waiver was granted by the City of Milpitas, your organization will provide a report to the Director of Recreation and Community Services to include at minimum: number of participants, copies of all publicity of the event, any benefit to the community, amount of funds raised and an accounting of how the proceeds of the event will be dispersed. Failure to abide by the rules and procedures set forth in the City Council Donation/Fee Waiver Policy will result in the organization being denied for funding and/or fee waiver in the future. Draw your signature into the box below.

Madhumati k

Entry Info

Date Created 24 Mar 2026 - 04:41:03 PM

Date Updated

IP Address 107.214.144.89

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 28 2014

INCLUSIVE WORLD
[REDACTED]

Employer Identification Number:

DLN:

17053122354034

Contact Person:

CUSTOMER SERVICE

ID# 31954

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

509(a) (2)

Form 990 Required:

Yes

Effective Date of Exemption:

May 16, 2013

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

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For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Tamera Ripperda

Director, Exempt Organizations

Letter 947



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution to Approve Project Plans and Specifications, Award Construction Contract to Star Construction, Inc., for the Sinnott Park Playground Renovation, CIP No. 3471 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)
Category:	Consent Calendar-Community Development
Meeting Date:	4/7/2026
Recommendation:	Adopt a resolution to (1) Approve the project plans and specifications, (2) Award the construction contract to Star Construction, Inc., the lowest responsible bidder submitting a responsive bid, in the amount of \$1,208,000, (3) Authorize the City Manager, or designee, to execute the construction contract with Star Construction, Inc.; and (4) Authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$182,000 for the Sinnott Park Playground Renovation, CIP No. 3471.

BACKGROUND:

Sinnott Park is a 4.7-acre neighborhood park located in the southeastern corner of the City that was originally constructed in 1967 and expanded in 1970; the play equipment was last replaced in 1991. The adopted [2021 Parks & Recreation Master Plan](#) identified several amenities of the park to be aging and outdated, and required to be either replaced or upgraded as they no longer complied with ADA standards. On [August 9, 2021](#), City Council approved an allocation of approximately \$4.4 million of the American Rescue Plan Act (ARPA) funding to address immediate health and safety repairs and short-term improvements of parks in critical and poor condition at 20 parks. Sinnott Park received approximately \$500,000 to upgrade/improve amenities and complete the conceptual design and community outreach for the renovation of the playground. In 2024, the City completed several improvements of amenities that included relocation of the picnic area, ADA upgrades in the restroom, replacement of aging fitness equipment and benches, and resurfaced portion of decomposed granite pathway system as part of the ARPA Park Rehabilitation Phase 2, CIP No. 3501.

Staff held community meetings to gather community feedback on the proposed conceptual designs on February 5 and April 9, 2025, and presented the preferred conceptual design to the Parks, Recreation & Cultural Resources Commission (PRCRC) and received their support on [May 5, 2025](#). As part of the adoption of the [2025-2029 Capital Improvement Program](#), staff presented the conceptual design to the City Council and they approved Sinnott Park Playground Renovation, CIP No. 3471 (Project) to fund the Design Service Agreement with Callander Associate Landscape Architect, Inc. to finalize the design documents for construction. As part of the adopted [2026-2030 Capital Improvement Program](#), the City Council approved the funding to construct a new all-inclusive playground in compliance with ADA regulations. The work will include installation of play equipment for all ages and abilities, rubberized surfacing and perimeter fencing; resurfacing portion of decomposed granite pathway system; landscape and irrigation improvements; and concrete and storm drain improvements.

ANALYSIS:

The Project was advertised on the City's eProcurement system, OpenGov Procurement, and digital construction trade publication on January 30, 2026, and in the Milpitas Post on January 30 and February 6, 2026, in accordance with the bidding requirement of the Uniform Public Construction Cost Accounting Act and Milpitas Municipal Code Section [I-2-3.08 – Formal Bid Procedures](#). The Project was also posted at Milpitas City Hall, Sports Center, and Senior Center as per City Council direction and Government Code section 36933.

The bid opening was held on March 3, 2026, and thirteen (13) sealed bids were received with base prices ranging from \$1,208,000 to \$1,574,000. The Council's agenda packet includes detailed information about the Project's Plan and Specifications (Attachment B), and the Engineer's Construction Estimate and the Bid Results for the Project's base bid (Attachment C). The Summary of Bid Results is as follows:

Bidder	Location	Bid
<i>Engineer's Construction Estimate</i>	-	<i>\$1,279,551.00</i>
Star Construction, Inc.	San Bruno, CA	\$1,208,000.00
Bosco Construction Services, Inc.	San Jose, CA	\$1,236,246.00
Western State Builders, Inc.	San Marcos, CA	\$1,246,479.00
Frontline General Engineering Construction, Inc.	San Lorenzo, CA	\$1,328,649.72
Raposo Engineering, Inc.	Hayward, CA	\$1,331,135.00
R.E Schultz Construction, Inc.	Orange, CA	\$1,348,500.00
Interstate Grading & Paving, Inc.	So. San Francisco, CA	\$1,367,800.00
Suarez & Munoz Construction, Inc	Hayward, CA	\$1,397,500.00
Redwood Engineering Construction	Redwood City, CA	\$1,422,000.00
Galeb Paving, Inc.	Saratoga, CA	\$1,470,580.00
Mark Lee & Yong Kay, Inc., DBA Bay Construction Co.	Oakland, CA	\$1,517,500.00
S&H Construction, Inc.	Fremont, CA	\$1,560,000.00
CWS Construction Group, Inc.	Novato, CA	\$1,574,000.00

The bid pricing received varies between 6% below to 23% over the Engineer's Construction Estimate. The variation is likely due to various factors including, 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 Star Construction, Inc., the apparent lowest bidder and found their bid proposal to be responsive. The Notice of Intent to Award Contract (Attachment D) to Star Construction, Inc. was posted on OpenGov Procurement and no bid protests were filed with the City. Staff recommend awarding the construction contract in the amount of \$1,208,000 to Star 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 \$182,000, which is approximately 15% of the total contract value. As previously approved for the successful completion of recent projects with tight completion schedules, staff are requesting the use of the same change order policy used for previous project (Attachment E). 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 early 2027.

POLICY ALTERNATIVE(S):

Alternative 1: Do not award the construction contract to Star Construction, Inc.

Pros: The current funding for the Project will be reallocated to other infrastructure needs.

Cons: The Project will not proceed, and the existing playground will continue to deteriorate. The aging playground equipment is increasingly difficult to maintain and does not fully meet current ADA standards,

which limits its usability for the community. Continued delay would also require additional maintenance efforts to preserve the playground's appearance and safety.

Reason for Not Recommending: The playground was last updated in 1991 and is long overdue for replacement. Postponing the project would likely result in higher construction costs due to inflation and changing market conditions and may pose risk and liability to the City as the playground no longer complies with ADA regulations.

FISCAL IMPACT:

As of March 15, 2026, the available funding in the Project is \$1,690,000, which is sufficient to fully fund and award the contract. The following is the summary of estimated construction cost:

Base Bid	\$ 1,208,000
15% Construction Contingency	\$ 182,000
Total	\$ 1,390,000

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The Project entails replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15302.

ATTACHMENT(S):

- (a) Resolution
- (b) Project Plan and Specifications
- (c) Bid Results Summary
- (d) Notice of Intent to Award Contract
- (e) Construction Change Order Policy

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING PROJECT PLANS AND SPECIFICATIONS; AWARD THE CONSTRUCTION CONTRACT TO THE LOWEST RESPONSIBLE BIDDER SUBMITTING A RESPONSIVE BID, STAR CONSTRUCTION, INC., IN A TOTAL AMOUNT OF \$1,208,000; AUTHORIZE THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONSTRUCTION CONTRACT WITH STAR CONSTRUCTION, INC.; AND AUTHORIZE THE PUBLIC WORKS DIRECTOR TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT TO EXCEED \$182,000 FOR THE SINNOTT PARK PLAYGROUND RENOVATION, PROJECT NO. 3471.

WHEREAS, Sinnott Park is a 4.7-acre neighborhood park located in the southeastern corner of the City that was originally constructed in 1967 and expanded in 1970, and the play equipment was last replaced in 1991. The adopted 2021 Parks & Recreation Master Plan identified several amenities of the park to be aging and outdated, and required to be either replaced or upgraded as they no longer complied with ADA standards. In 2021, City Council approved an allocation of approximately \$4.4 million of the American Rescue Plan Act (ARPA) funding to address immediate health and safety repairs and short-term improvements of parks in critical and poor condition at 20 parks. Sinnott Park received approximately \$500,000 to upgrade/improve amenities and complete the conceptual design and community outreach for the renovation of the playground. In 2024, the City completed several improvements of amenities that included relocation of the picnic area, ADA upgrades in the restroom, replacement of aging fitness equipment and benches, and resurfaced portion of decomposed granite pathway system as part of the ARPA Park Rehabilitation Phase 2, CIP No. 3501; and

WHEREAS, staff held community meetings to gather community feedback on the proposed conceptual designs on February 5 and April 9, 2025; and presented the preferred conceptual design to the Parks, Recreation & Cultural Resources Commission (PRCRC) and received their support on May 5, 2025; and

WHEREAS, as part of the adoption of 2025-2029 Capital Improvement Program, staff presented the conceptual design to the City Council and they approved Sinnott Park Playground Renovation, CIP No. 3471 ("Project") to fund the Design Service Agreement with Callander Associate Landscape Architect, Inc. to finalize the design documents for construction; and

WHEREAS, as part of the adopted 2026-2030 Capital Improvement Program, City Council approved the funding to construct a new all-inclusive playground in compliance with ADA regulations for the Project that includes the installation of play equipment for all ages and abilities, rubberized surfacing and perimeter fencing; resurfacing portion of decomposed granite pathway system; landscape and irrigation improvements; and concrete and storm drain improvements; and

WHEREAS, the Project entails replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15302; and

WHEREAS, the Project was advertised on City's eProcurement system, OpenGov Procurement and digital construction trade publications on January 30, 2026, and in the Milpitas Post on January 30,

2026, and February 6, 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 \$1,279,551; and

WHEREAS, on March 3, 2026, thirteen (13) sealed bid proposals were received and the base bid pricing ranged from \$1,208,000 to \$1,574,000; and

WHEREAS, the lowest responsible bidder submitting a responsive bid is Star Construction, Inc., in the base bid amount of \$1,208,000.00; and

WHEREAS, the Notice of Intent to Award Contract to Star 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 to award the construction contract to Star Construction, Inc., the lowest responsible bidder submitting a responsive bid, for the Project, and authorize the City Manager to execute the construction contract for the Base Bid in the amount of \$1,208,000 in accordance with State law; and

WHEREAS, sufficient funds are available in the Project to award the contract to Star Construction, Inc. in the total amount of \$1,208,000; 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 \$182,000; 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; and

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

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby approves the Project Plans and Specifications.
3. The City Council hereby awards the construction contract to and authorizes the City Manager, or designee, to execute the contract and related documents with the lowest responsible bidder submitting a responsive bid, Star Construction, Inc., in the amount of \$1,208,000 for the Project. The City Manager or their designee is authorized to execute a contract with Star Construction, Inc., LLC not to exceed this amount and take all necessary actions to effectuate this award.

4. The Public Works Director is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$182,000 for the Project.

PASSED AND ADOPTED this ____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montaña, Mayor

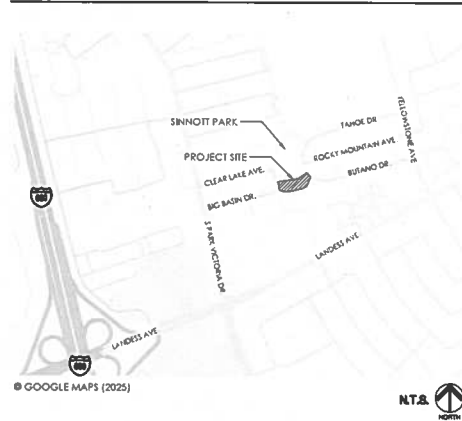
APPROVED AS TO FORM:

Christian Curtis, City Attorney

CITY OF MILPITAS SINNOTT PARK PLAYGROUND RENOVATION

PROJECT NO. 3471 JANUARY 9, 2026

VICINITY MAP



PROJECT DIRECTORY

OWNER:
CITY OF MILPITAS
455 E. CALAVERAS BLVD.
MILPITAS, CA 95035
TONY CAO
(408) 586-3321

LANDSCAPE ARCHITECT / PRIME CONSULTANT:
CALLANDER ASSOCIATES
LANDSCAPE ARCHITECTURE
2025 GATEWAY PLACE, SUITE 285
SAN JOSE, CA 95110
MARIE MAI
(408) 275-0565

CIVIL ENGINEER:
FREYER & LAURETA INC.
20863 STEVENS CREEK BLVD, SUITE 400
CUPERTINO, CA 95014
ERIC BLAND
(650) 207-2826

SURVEYOR:
SANDS
636 9TH STREET
OAKLAND, CA 94607
NORMANN BUMATAY
(510) 873-8866

GEOTECHNICAL ENGINEER:
ENICO
2350 MISSION COLLEGE BOULEVARD, SUITE 800
SANTA CLARA, CA 95054
JEANNE RUFFON
(408) 574-4900

STRUCTURAL ENGINEER:
RW CONSULTING ENGINEERS, INC.
1450 HARBOR BOULEVARD, SUITE F
WEST SACRAMENTO, CA 95691
GREG RICHARDS
(916) 716-9610

PROJECT SCOPE

THE PROJECT GENERALLY INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING: DEMOLITION, GRADING AND DRAINAGE, PLANTING, IRRIGATION, FENCING, PLAY EQUIPMENT, PLAY AREA SAFETY SURFACING (RUBBER SURFACING), DECOMPOSED GRANITE PAVEMENT, SITE FURNISHINGS, AND OTHER MISCELLANEOUS WORK IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS.

SHEET SCHEDULE

SHEET #	SERIES #	SHEET TITLE
1	1.0.0	COVER SHEET
2-3	1.1.0-1.1.1	GENERAL NOTES
4	1.1.2	BLUEPRINT FOR A CLEAN BAY
5	1.2.0	DEMOLITION AND EROSION CONTROL PLAN
6	1.3.0	GRADING AND DRAINAGE PLAN
7	1.4.0	MATERIALS PLAN
8	1.4.1	SITE LAYOUT PLAN
9	1.4.2	PLAY EQUIPMENT LAYOUT ENLARGEMENT PLAN
10	1.4.3	RUBBER SURFACING LAYOUT ENLARGEMENT PLAN
11	1.5.0	IRRIGATION PLAN
12	1.6.0	PLANTING PLAN
13-17	1.7.0-1.7.4	CONSTRUCTION DETAILS
18	5.0.1	TYPICAL STRUCTURAL NOTES
19	5.1.0.1	PLAY EQUIPMENT FOUNDATION REFERENCE PLAN
20	5.4.0.1	FOUNDATION DETAILS

USE OF DOCUMENTS

A. User acknowledges Callander Associates Landscape Architecture, Inc.'s (Callander Associates) construction documents, including electronic files, reports, plans, specifications, or other construction documents prepared by Callander Associates as instruments of professional service and that these instruments are intended only for use on this project, and not any future phases or for other uses. The User shall not reuse or make any modification to the construction documents without the prior written authorization of Callander Associates. In the event the User, the User's contractors or subcontractors, or anyone for whom the User is legally liable, makes or permits to be made any changes to the construction documents without obtaining Callander Associates' prior written consent, the User shall assume full responsibility for the results of such changes.

B. The User agrees, to indemnify and hold harmless Callander Associates, its officers, directors, employees and subcontractors (collectively Callander Associates) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the User, or any person or entity that acquires or obtains the construction documents from or through the User, without the written authorization of Callander Associates.

 DESIGNED LANDSCAPE ARCHITECTURE, INC. 1100 California Ave., Suite 200 San Jose, CA 95128 (408) 275-0565 www.callander.com C.A. MAILING 1/2026	Record Drawings		Revisions		CITY OF MILPITAS ENGINEERING DIVISION	PROJECT NO. 3471
	Designer: _____ Date _____	Drawn By: <u>HW/BN</u> Date: <u>1/9/26</u>			SINNOTT PARK PLAYGROUND RENOVATION	Rev. Orig No. 2-1482
	Public Works Inspector: _____ Date _____	Checked By: <u>HW/HM</u> Date: <u>1/9/26</u>			COVER SHEET	SCALE: AS SHOWN
	Utility/Facility Dept. Head: _____ Date _____	Designed By: <u>HW/HM</u> Date: <u>1/9/26</u>			RECOMMENDED FOR BIDDING BY: <u>Lyndee Eam</u> DATE: <u>1/15/2026</u>	SHEET <u>1</u> OF <u>20</u>
Project Engineer: _____ Date _____				APPROVED FOR BIDDING BY: <u>Michael Silvino</u> DATE: <u>1/15/2026</u>		
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____				Lyndee Eam, P.E., Public Works Division Manager - Engineering	Michael Silvino, P.E., City Engineer	

CITY OF MILPITAS GENERAL NOTES

GENERAL NOTES:

1. CONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY OF MILPITAS, ITS EMPLOYEES, OFFICERS, AND AUTHORIZED REPRESENTATIVES HARMLESS FROM ANY AND ALL CLAIMS AND LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK.
2. CONTRACTOR SHALL OBTAIN A CITY BUSINESS LICENSE AND A PUBLIC WORKS CONSTRUCTION OR ENCROACHMENT PERMIT PRIOR TO STARTING ANY WORK.
3. THE OFFICIAL COPY OF THESE PLANS ARE ON FILE IN THE OFFICE OF THE CITY ENGINEER.
4. THIS PLAN IS SUBJECT TO REVIEW AND SUBSEQUENT APPROVAL IN THE EVENT WORK HAS NOT COMMENCED WITHIN SIX (6) MONTHS OF THE DATE OF CITY ENGINEER PLAN APPROVAL.
5. CONTRACTOR SHALL SUBMIT A PROJECT CONSTRUCTION SCHEDULE TO THE CITY ENGINEER FOR REVIEW PRIOR TO STARTING WORK.
6. ALL GRADING SHALL COMPLY WITH THE CITY OF MILPITAS GRADING ORDINANCE, THIS PLAN, AND THE PRELIMINARY SOILS REPORT PREPARED BY ENGEO DATED JUNE 3, 2025 INCLUDING ALL SUBSEQUENT REVISIONS.
7. NOT USED.
8. CONTRACTOR SHALL DISTRIBUTE A CITY APPROVED NOTICE OF CONSTRUCTION TO RESIDENTS AND BUSINESS ADJACENT TO AND WITHIN A MINIMUM OF 300-FEET OF THE PROJECT. NOTICE SHALL BE DISTRIBUTED TWO-WEEKS, ONE-WEEK, AND 24-HOURS PRIOR TO BEGINNING WORK OR AS DIRECTED BY THE CITY ENGINEER.
9. CONTRACTOR'S 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>
10. CONTRACTOR SHALL OBTAIN REQUIRED PERMITS AND APPROVALS NECESSARY TO PERFORM THE WORK SHOWN ON THESE DRAWINGS, AND SHALL COMPLY WITH FEDERAL, STATE AND LOCAL LAW.
11. CONTRACTOR SHALL CONTACT THE CITY INSPECTOR TO SCHEDULE A PRE-CONSTRUCTION MEETING BEFORE STARTING WORK. THEREAFTER, THE CONTRACTOR SHALL NOTIFY THE INSPECTOR DAILY PRIOR TO WORKING IN THE STREET OR RIGHT OF WAY. PRE-CONSTRUCTION MEETINGS AND INSPECTIONS MAY BE SCHEDULED BY CONTACTING: (408) 586-2797, OR PREFERRED METHOD: <https://app.aculityscheduling.com/schedule.php?owner=18287911>
12. CONTRACTOR'S PROJECT MANAGER AND SUPERINTENDENT SHALL ATTEND PRE-CONSTRUCTION MEETING WITH CITY INSPECTOR PRIOR TO STARTING WORK.
13. CONTRACTOR SHALL USE A LICENSED LAND SURVEYOR TO LOCATE AND TIE-OUT ALL MONUMENTS WITHIN WORK AREA AND SUBMIT MONUMENT TIE-OUT RECORD TO THE CITY ENGINEER PRIOR TO STARTING WORK.
14. THE LOCATION OF MANHOLES, VALVE & UTILITY BOXES, MONUMENTS, AND OTHER INFRASTRUCTURE AS SHOWN ON THE PLANS ARE APPROXIMATE AND SHALL BE FIELD LOCATED BY CONTRACTOR.
15. CONTRACTOR SHALL NOT PERFORM ANY WORK THAT DEVIATES FROM THAT SHOWN IN THE PLANS WITHOUT APPROVAL FROM THE CITY ENGINEER.
16. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, ELEVATIONS, AND REQUIRED MATERIAL QUANTITIES PRIOR TO STARTING WORK. ANY CONFLICT WITH INFORMATION SHOWN IN THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER.
17. WHEN IT IS FOUND THAT FIELD CONDITIONS DIFFER FROM THAT SHOWN ON THE CITY APPROVED PLANS, CONTRACTOR SHALL NOTIFY THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO PROCEEDING WITH CONSTRUCTION.
18. PROPERTY, INCLUDING UTILITIES, HARDSCAPE, LANDSCAPING, AND OTHER EXISTING INFRASTRUCTURE DAMAGED BY CONTRACTOR'S WORK SHALL BE RESTORED IN-KIND OR TO A BETTER CONDITION AT CONTRACTOR'S EXPENSE.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY AND CONDITIONS AT THE PROJECT JOB SITE AT ALL TIMES.
20. CONTRACTOR SHALL COMPLY WITH ALL OCCUPATIONAL SAFETY REQUIREMENTS, HEALTH AND SAFETY ORDERS, CITY, STATE, AND FEDERAL REGULATIONS.
21. SURVEY MONUMENTATION SHALL BE PROTECTED AND PERPETUATED IN PLACE AS REQUIRED BY THE STATE OF CALIFORNIA BUSINESS AND PROFESSIONS CODE. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE RESET OF DISTURBED OR BURIED MONUMENTS.
22. NOT USED.
23. NO CONSTRUCTION OPERATIONS ARE PERMITTED ON THE FOLLOWING CITY HOLIDAYS IN ACCORDANCE WITH CITY ORDINANCE: NEW YEARS DAY, MARTIN LUTHER KING BIRTHDAY, CESAR CHAVEZ DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY.
24. CONTRACTOR'S WORK HOURS, INCLUDING OFF HAUL AND DELIVERY OF MATERIALS SHALL BE LIMITED TO THE HOURS BETWEEN 7 A.M. TO 5 P.M. 7-DAYS PER WEEK EXCEPT CITY HOLIDAYS UNLESS A CHANGE IS APPROVED BY THE CITY ENGINEER. TRAFFIC CONTROL PLAN LANE CLOSURE RESTRICTIONS MAY BE MORE RESTRICTIVE DEPENDENT ON TRAFFIC CONDITIONS.
25. CONTRACTOR SHALL IMPLEMENT AND MAINTAIN CONSTRUCTION BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH STATE LAW, CITY ORDINANCE, AND THE PROJECT EROSION CONTROL PLAN.
26. CONTRACTOR SHALL NOT ALLOW ANY DEBRIS OR DISCHARGE TO ENTER A STORM DRAIN CATCH BASIN OR WATER COURSE.
27. CONTRACTOR SHALL MAINTAIN PROJECT SITE AND ADJACENT AREAS IN A NEAT, CLEAN, AND PROFESSIONAL CONDITION AT ALL TIMES. CONTRACTOR SHALL PROVIDE GRAFFITI, TRASH, AND DEBRIS REMOVAL INCLUDING STREET/SIDEWALK SWEEPING OPERATIONS DAILY AT THE END OF THE DAYS WORK.
28. CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES AT PROJECT SITE AND DURING CONSTRUCTION OPERATIONS AT ALL TIMES.
29. CONTRACTOR SHALL PROVIDE RECORD DRAWINGS OF AS-BUILT CONDITIONS WITH ANY REDLINE FIELD CHANGES FOR CITY REVIEW AND APPROVAL PRIOR TO REQUESTING FINAL INSPECTION AND PRIOR TO SUBMITTING FINAL RECORD DRAWINGS. DRAWINGS SHALL BE PROVIDED IN HARDCOPY, ELECTRONIC PDF, AND IN CADD FORMAT MEETING CITY STANDARDS.
30. PRIOR TO FINAL INSPECTION, THE DEVELOPER'S ENGINEER SHALL SUBMIT A CERTIFICATE OF COMPLETION CERTIFYING THAT PRIVATELY MAINTAINED IMPROVEMENTS, IF ANY, HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THESE PLANS.
31. CONTRACTOR SHALL IMMEDIATELY STOP WORK WHEN ARCHAEOLOGICAL MATERIALS ARE UNCOVERED DURING CONSTRUCTION. CONTRACTOR SHALL ESTABLISH A 100-FOOT PERMETER AROUND FOUND MATERIALS AND SHALL CONTACT A PROFESSIONAL ARCHAEOLOGIST CERTIFIED BY THE SOCIETY OF CALIFORNIA ARCHAEOLOGISTS (SCA), OR THE SOCIETY OF PROFESSIONAL ARCHAEOLOGISTS (SOPA) TO EVALUATE THE FOUND MATERIALS AND DIRECT APPROPRIATE MITIGATION.
32. GENERALLY, THE PUBLIC WORKS INSPECTOR PERFORMS INSPECTIONS OF OFF-SITE WORK CONSTRUCTED IN STREETS AND THE PUBLIC RIGHT OF WAY, AND THE BUILDING DEPARTMENT INSPECTS ON-SITE WORK. THE DEVELOPER'S ENGINEER SHALL COORDINATE WITH BOTH THE PUBLIC WORKS INSPECTOR AND THE BUILDING DEPARTMENT INSPECTOR FOR SUBMISSION OF THE CERTIFICATES OF COMPLETION FOR VARIOUS COMPLETED IMPROVEMENTS.
33. CONTRACTOR SHALL NOT USE POTABLE WATER FOR CONSTRUCTION AND DUST CONTROL. REFER TO CITY OF MILPITAS ORDINANCE NO. 240.2 FOR DETAILS AND EXCEPTIONS. CONTACT THE CITY INSPECTOR FOR LOCATIONS OF RECYCLED WATER ACCESS POINTS FOR USE DURING CONSTRUCTION.
34. CONTRACTOR SHALL OBTAIN A CITY OF MILPITAS CONSTRUCTION WATER METER FOR POTABLE AND/OR RECYCLED WATER FOR USE DURING CONSTRUCTION AND SHALL PAY USAGE CHARGES. CONTRACTOR SHALL NOT OBTAIN WATER FROM ANY ON-SITE UTILITY SOURCES, FIRE HYDRANTS, OR ELSEWHERE UNLESS APPROVED BY INSPECTOR.
35. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN DESIGNED BY A CALIFORNIA LICENSED ENGINEER AND RECEIVE CITY APPROVAL OF PLAN PRIOR TO STARTING WORK IN THE STREET.
36. CONTRACTOR SHALL NOT COMPLETELY CLOSE ANY STREET AND SHALL PROVIDE FOR THROUGH TRAFFIC AND ACCESS TO ALL DRIVEWAYS UNLESS ALLOWED BY THE CITY APPROVED TRAFFIC CONTROL PLAN OR AS DIRECTED BY THE CITY ENGINEER.
37. DETOUR OF THROUGH TRAFFIC TO NEARBY STREETS SHALL NOT BE PERMITTED. CONTRACTOR'S TRAFFIC CONTROL SHALL MAINTAIN AT LEAST A MINIMUM OF ONE 10-FOOT WIDE THROUGH TRAFFIC LANE PER TRAVEL DIRECTION AT ALL TIMES.
38. CONTRACTOR SHALL PROVIDE SAFE PEDESTRIAN AND BICYCLIST DETOURS COMPLIANT WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA) WHEN A SIDEWALK, CURB RAMP, OR BIKE LANE IS CLOSED OR OBSTRUCTED.
39. CONTRACTOR SHALL NOTIFY AND COORDINATE WITH THE MILPITAS UNIFIED SCHOOL DISTRICT (MUSD); WASTE MANAGEMENT SERVICES; US POSTAL SERVICE; TRANSPORTATION (TRANSIT) AGENCIES, AND EMERGENCY SERVICES PRIOR TO STARTING WORK WITHIN THE STREET AND SIDEWALKS.
40. CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN TRAFFIC FLAGGERS, WARNING SIGNAGE, SAFETY DEVICES, AND ALL TRAFFIC CONTROLS AT NO ADDITIONAL COST TO CITY WHEN WORKING IN STREET OR WHEN CONTRACTOR'S OPERATIONS CREATE A HAZARDOUS CONDITION AS DETERMINED BY THE CITY ENGINEER.
41. CONTRACTOR SHALL MAINTAIN SUFFICIENT STOCK OF TRAFFIC CONES, BARRICADES, WARNING SIGNAGE, AND SAFETY DEVICES AT THE JOB SITE AT ALL TIMES TO ALLOW FOR IMMEDIATE DEPLOYMENT TO ADDRESS A HAZARDOUS CONDITION.
42. 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.
43. NOT USED.
44. CONTRACTOR SHALL ONLY HAUL ON ROUTES AND STREETS AS PRE-APPROVED BY THE CITY ENGINEER.
45. 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.
46. CONTRACTOR SHALL NOT STORE MATERIALS OR EQUIPMENT ON STREET OR RIGHT OF WAY UNLESS SPECIFICALLY APPROVED BY THE CITY ENGINEER.
47. CONTRACTOR SHALL OBTAIN APPROVALS FROM PRIVATE PROPERTY OWNERS PRIOR TO ACCESS OR USE OF PROPERTY.
48. CONTRACTOR SHALL NOT PLACE PORTLAND CEMENT CONCRETE OR ASPHALT CONCRETE UNTIL FORMS, SUBGRADE, AND AGGREGATE BASE HAVE BEEN INSPECTED BY THE CITY'S INSPECTOR AND APPROVED BY THE DEVELOPER'S ENGINEER.
49. AGGREGATE BASE MATERIALS USED AND PLACED SHALL MEET THE REQUIREMENTS OF THE STATE OF CALIFORNIA (CALTRANS) STANDARD SPECIFICATIONS UNLESS DIRECTED OTHERWISE BY THE CITY ENGINEER. CONTRACTOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE FOR AGGREGATE BASE MATERIALS TO THE PUBLIC WORKS INSPECTION PRIOR TO FINAL INSPECTION.
50. NOT USED.
51. NOT USED.
52. NOT USED.
53. UTILITY BOXES, MANHOLE COVERS, AND OTHER INFRASTRUCTURE SHALL BE BROUGHT TO FINISHED GRADE BY CONTRACTOR NO LATER THAN 72-HOURS FOLLOWING FINAL PAVING OPERATIONS.
54. 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.
55. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING EXISTING UNDERGROUND UTILITIES PRIOR TO STARTING WORK. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AT (800)-442-2444 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.usaoneh81.org
56. 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
71. 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.

Designer Stamp: 2025 Citywide Public Works 2025 San Jose, CA 95134 408-271-0044 www.milpitas.gov/333/Standard-Details-Specifications City Engineer: 2-1482	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. _____	Revisions <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Rev.</th> <th>Description</th> <th>Engr. Appr.</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Drawn By: MW/HM/Date: 1/9/26</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>Checked By: BW/HM/Date: 1/9/26</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>Designed By: MW/HM/Date: 1/9/26</td> <td></td> <td></td> </tr> </tbody> </table>	Rev.	Description	Engr. Appr.	Date	1	Drawn By: MW/HM/Date: 1/9/26			2	Checked By: BW/HM/Date: 1/9/26			3	Designed By: MW/HM/Date: 1/9/26			 CITY OF MILPITAS ENGINEERING DIVISION SINNOTT PARK PLAYGROUND RENOVATION GENERAL NOTES RECOMMENDED FOR BIDDING BY: <u>Lynah Eam</u> DATE: 1/15/2026 Lynah Eam, P.E., Public Works Division Manager - Engineering	PROJECT NO. 3471 Res. Eng. No. 2-1482 L1.0 SCALE: AS SHOWN SHEET 2 OF 28
Rev.	Description	Engr. Appr.	Date																	
1	Drawn By: MW/HM/Date: 1/9/26																			
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CITY OF MILPITAS GENERAL NOTES

UTILITIES & UNDERGROUND CONTINUED

71. 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 IN PLACE TO PREVENT MOVEMENT, ROCKING AND BOUNCE, AND HAVE A NON-SKID SURFACE. CONTRACTOR SHALL INSPECT AND ADJUST INSTALLED PLATES DAILY.

PIPELINE ABANDONMENT

72. ABANDONMENT OF PIPELINES SHALL TAKE PLACE FROM THE MAIN LINE FOLLOWING DISCONNECTION FROM THE MAIN AND AS DIRECTED BY THE CITY ENGINEER.

73. UNUSED PIPELINES LOCATED BETWEEN THE CURB AND CITY RIGHT OF WAY LINE (OUTSIDE STREET) SHALL NOT BE ABANDONED IN PLACE AND SHALL BE COMPLETELY REMOVED AND DISPOSED OF UNLESS DIRECTED OTHERWISE BY THE CITY ENGINEER.

74. PIPELINES MAY BE ABANDONED IN PLACE FOLLOWING DISCONNECTION AND BY FILLING WITH CONTROLLED DENSITY FILL (CDF), CONTROLLED LOW-STRENGTH MATERIAL (CLSM), FLOWABLE MORTAR, PLASTIC SOIL-CEMENT, SOIL-CEMENT SLURRY, OR K-KRETE OR AS DIRECTED BY THE CITY ENGINEER. FILL MATERIAL SHALL HAVE AN UNCONFINED COMPRESSIVE STRENGTH OF 100 PSI OR LESS.

75. PPES TO BE ABANDONED THAT ARE NON-CONTINUOUS OR BROKEN BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED SUFFICIENTLY TO CONTAIN THE SELECTED ABANDONMENT BACKFILL MATERIAL AS DIRECTED BY THE ENGINEER. IF SUCH REPAIRS ARE IMPRACTICAL OR INFEASIBLE, THE PIPE(S) SHALL BE COMPLETELY REMOVED AND DISPOSED.

76. SEWER AND STORM MAIN PIPELINES SHALL BE REPAIRED AS DIRECTED BY THE CITY ENGINEER WHEN CONNECTING SERVICE LATERALS ARE DISCONNECTED AND ABANDONED.

NOTICE OF CONSTRUCTION

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

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

CALA GENERAL NOTES

1. **COMPOSITE BASE SHEET:** THE PROPOSED IMPROVEMENTS SHOWN ON THESE DRAWINGS ARE SUPERIMPOSED ON A BASE SHEET. THIS BASE SHEET IS COMPILED FROM THE TOPOGRAPHIC SURVEY, OTHER ARCHITECTURAL AND/OR ENGINEERING DOCUMENTS, AND OTHER DATA AS MADE AVAILABLE TO THE LANDSCAPE ARCHITECT. THIS BASE SHEET INFORMATION IS SHOWN IN HALF-TONE ON THE PLANS. THE LANDSCAPE ARCHITECT SHALL NOT BE HELD LIABLE FOR CHANGES, INACCURACIES, OMISSIONS, OR OTHER ERRORS ON THESE DOCUMENTS. THE COMPOSITE BASE SHEET IS PROVIDED AS AN AID ONLY AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING THESE DOCUMENTS AND INCORPORATING/INTEGRATING ALL CONSTRUCTION AS REQUIRED TO ACCOMMODATE SAME.

THE BASE SHEET SOURCE FOR THESE DRAWINGS IS:

TOPOGRAPHIC SURVEY, SINNOTT PARK, SHEET #1, PROJECT # 222471.11, PREPARED BY SANDS, 4/25/2024

GRADING PLAN AS-BUILT, NEIGHBORHOOD PARK, WITHIN TRACT NO. 4275, JOB NO. 1677-6, PREPARED BY MACKAY & SOMPS, 1968

IRRIGATION PLAN AS-BUILT, NEIGHBORHOOD PARK, WITHIN TRACT NO. 4275 JOB NO. 1677-6, PREPARED BY MACKAY & SOMPS, 1968

2. **UTILITIES:** PRIOR TO CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND REQUESTING A VISUAL VERIFICATION OF THE LOCATIONS OF THEIR UNDERGROUND FACILITIES. THE UTILITY COMPANIES ARE MEMBERS OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ON-CALL PROGRAM. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY MEMBERS OF THE U.S.A. 48 HOURS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING THE TOLL-FREE NUMBER (800) 642-2444. EXCAVATION IS DEFINED AS BEING 18 OR MORE INCHES IN DEPTH BELOW THE EXISTING FINISH GRADE.

THE CONTRACTOR IS CAUTIONED THAT ONLY EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATION, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. HOWEVER, THE LANDSCAPE ARCHITECT CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES, NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH ARE NOT SHOWN ON THESE DRAWINGS.

EROSION CONTROL NOTES

1. **CONTRACTOR MUST ENSURE THAT THE CONSTRUCTION SITE IS PREPARED PRIOR TO THE ONSET OF ANY STORM. CONTRACTOR SHALL HAVE ALL EROSION AND SEDIMENT CONTROL MEASURES IN PLACE FOR CONSTRUCTION.**

2. **EROSION AND SEDIMENT CONTROL:** ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED. CHANGES TO THE EROSION AND SEDIMENT CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF A REPRESENTATIVE OF THE CITY.

3. **FIELD CHANGES:** THIS PLAN MAY NOT COVER ALL THE SITUATIONS THAT ARISE DURING CONSTRUCTION DUE TO UNANTICIPATED FIELD CONDITIONS. VARIATIONS MAY BE MADE TO THE PLAN IN THE FIELD SUBJECT TO THE APPROVAL OF OR AT THE DIRECTION OF A REPRESENTATIVE OF THE CITY.

4. **MAINTENANCE MEASURES:** ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED WEEKLY DURING PERIODS OF HEAVY USAGE, 8H-WEEKLY DURING PERIODS OF NORMAL USAGE AND BEFORE AND AFTER ALL STORM EVENTS TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.

5. **EXPOSED SOILS:** IN AREAS WHERE SOIL IS EXPOSED, PROMPT REPLANTING WITH NATIVE COMPATIBLE, DROUGHT-RESISTANT VEGETATION SHALL BE PERFORMED. NO AREAS WILL BE LEFT EXPOSED OVER THE WINTER SEASON.

6. **STABILIZED CONSTRUCTION ENTRANCE:** THE CONTRACTOR SHALL INSTALL THE STABILIZED CONSTRUCTION ENTRANCE PRIOR TO COMMENCEMENT OF GRADING. LOCATION OF THE ENTRANCE MAY BE ADJUSTED BY THE CONTRACTOR TO FACILITATE GRADING OPERATIONS. ALL CONSTRUCTION TRAFFIC ENTERING THE PAVED ROAD MUST CROSS THE STABILIZED CONSTRUCTION ENTRANCE.

7. **ROAD AND TIRE CLEANING:** ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AT THE END OF EACH WORKING DAY. ALL TRUCK TIRES SHALL BE CLEANED PROPERLY BEFORE LEAVING THE SITE.

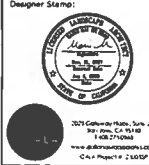
8. **FIBER ROLL BARRIER:** CONTRACTOR SHALL PLACE FIBER ROLL BARRIER AROUND ALL NEW DRAINAGE STRUCTURE OPENINGS IMMEDIATELY AFTER THE STRUCTURE OPENING IS CONSTRUCTED. THESE FIBER ROLL BARRIERS SHALL BE MAINTAINED AND REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETED.

9. **TRENCHES:** AFTER SEWER AND UTILITY TRENCHES ARE BACKFILLED AND COMPACTED, THE SURFACES OVER SUCH TRENCHES SHALL BE MOUNDLED SLIGHTLY TO PREVENT CHANNELING OF WATER IN THE TRENCH AREA. CARE SHOULD BE EXERCISED TO PROVIDE FOR CROSS-FLOW AT FREQUENT INTERVALS.

10. **CONTRACTOR RESPONSIBILITY:** THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED WITH ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL MEASURE MAINTENANCE THROUGHOUT THE DURATION OF THE PROJECT.

11. **DAMAGED EROSION CONTROL DEVICES:** DAMAGED EROSION CONTROL DEVICES SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AS SOON AS PRACTICAL AFTER THE DAMAGE OCCURS.

12. **DAILY WATERING:** DURING GRADING OPERATIONS THE SITE SHALL BE WATERED ON A DAILY BASIS TO MINIMIZE THE RELEASE OF DUST AND OTHER PARTICULATE MATTER.

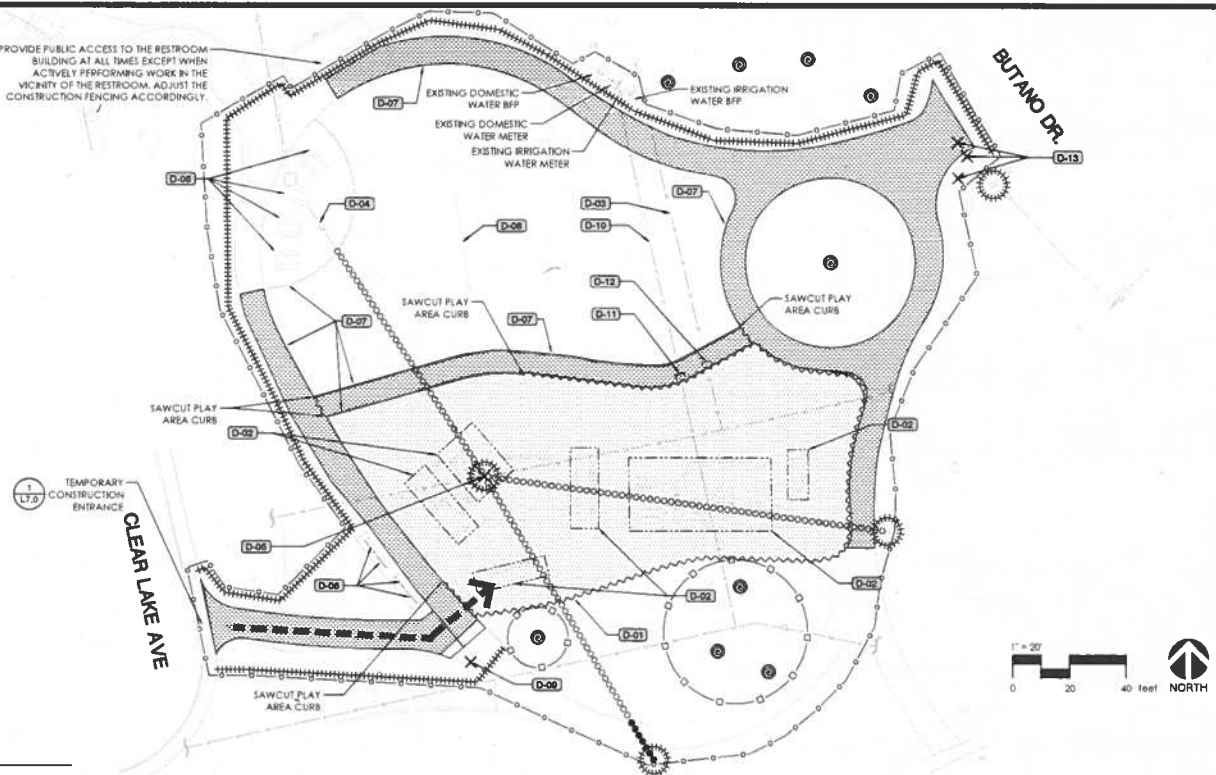
Designer Stamp: 		Record Drawings Designer: _____ Date: _____ Public Works Inspector: _____ Date: _____ Utility/Facility Dept. Head: _____ Date: _____ Project Engineer: _____ Date: _____ Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____		Revisions <table border="1"> <thead> <tr> <th>Rev.</th> <th>Description</th> <th>Engr. Appr.</th> <th>Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Rev.	Description	Engr. Appr.	Date																																									CITY OF MILPITAS ENGINEERING DIVISION SINNOTT PARK PLAYGROUND RENOVATION GENERAL NOTES RECOMMENDED FOR BIDDING BY: <u>Lyle E. Carr</u> DATE: <u>1/15/2026</u> Lyle E. Carr, P.E., Public Works Division Manager - Engineering		PROJECT NO. 3471 Rev. Orig. No. 2-1482 SCALE: AS SHOWN SHEET <u>3</u> OF <u>20</u>
Rev.	Description	Engr. Appr.	Date																																																	

BID SUBMITTAL

DEMOLITION AND EROSION CONTROL LEGEND

- REMOVE AND DISPOSE OF EXISTING SAND SURFACING. ASSUME 12 INCH MIN DEPTH.
- REMOVE AND DISPOSE OF EXISTING AGGREGATE SURFACING TO ACCOMMODATE A 2" LAYER OF DG TOP DRESSING, INCLUDING HEADER BOARD, WHERE OCCURS.
- CLEAR AND GRUB
- REMOVE AND DISPOSE OF PLAY AREA CURB, ASSUME 22 INCH DEPTH TOTAL
- REMOVE AND DISPOSE OF EXISTING 6" PERFORATED PIPE
- REMOVE AND DISPOSE OF EXISTING 6" SOLID DRAIN PIPE
- PLAY EQUIPMENT REMOVAL LIMITS
- EXISTING TREE TO REMAIN. PROTECT IN PLACE
- REMOVE AND DISPOSE OF ITEM
- CONSTRUCTION FENCING, PER SPEC
- TREE PROTECTION FENCING
- TO REMAIN
- TO BE REMOVED
- STORM DRAIN INLET PROTECTION (4) (L7.6)
- DRAINAGE STRUCTURE, SEE GRADING AND DRAINAGE PLAN
- CUT AND CAP
- SAWCUT
- FIBER ROLL (2) (L7.6)
- CONTRACTOR SITE ACCESS

PROVIDE PUBLIC ACCESS TO THE RESTROOM BUILDING AT ALL TIMES EXCEPT WHEN ACTIVELY PERFORMING WORK IN THE VICINITY OF THE RESTROOM. ADJUST THE CONSTRUCTION FENCING ACCORDINGLY.



REFERENCE NOTES SCHEDULE

CODE DESCRIPTION

DISPOSITION KEYNOTES

- | | |
|--|---|
| D-01 REMOVE AND DISPOSE OF PLAY AREA CURB | D-08 REMOVE AND DISPOSE OF BENCH AND ASSOCIATED FOOTINGS |
| D-02 REMOVE AND DISPOSE OF PLAY EQUIPMENT AND ASSOCIATED FOOTINGS, TYP. | D-10 APPROXIMATE LOCATION OF DOMESTIC WATER LINE T.R. VERIFY LOCATION, PROTECT IN PLACE, TYP. |
| D-03 APPROXIMATE LOCATION OF IRRIGATION LINE T.R. VERIFY LOCATION, PROTECT IN PLACE, TYP. | D-11 DOMESTIC WATER MAIN LINE IS TO BE ABANDONED, CAPPED, AND FILLED WITH SLURRY BY OTHERS. |
| D-04 APPROXIMATE LOCATION OF EXISTING 6" DRAIN LINE T.R. VERIFY LOCATION, PROTECT IN PLACE. | D-12 CUT AND CAP IRRIGATION MAINLINE. ABANDON IRRIGATION MAINLINE DOWNSTREAM OF THIS LOCATION. |
| D-05 REMOVE AND DISPOSE OF EXISTING CATCH BASIN | D-13 REMOVE AND DISPOSE OF BOLLARD, TYP OF 3 |
| D-06 BENCHES, PICNIC AREAS AND CONCRETE PAD T.R., TYP. PROTECT IN PLACE | |
| D-07 EXISTING CONCRETE CURB T.R., PROTECT IN PLACE, TYP. | |
| D-08 VOLLEYBALL NET AND POST T.R., PROTECT IN PLACE | |

DEMOLITION NOTES

- CLEAR AND GRUB:** CLEAR AND GRUB ALL EXISTING VEGETATION, UNLESS OTHERWISE INDICATED. AS REQUIRED FOR THE SITE CONSTRUCTION, IRRIGATION, AND PLANTING OPERATIONS, LIMIT OF CLEARING SHALL BE REVIEWED WITH CITY'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK. STRIP ALL ORGANIC MATTER TO A SUFFICIENT DEPTH TO COMPLETELY REMOVE SUCH MATERIAL.
 - REVIEW DEMOLITION, AND CLEARING AND GRUBBING REQUIREMENTS ON SITE WITH CITY'S REPRESENTATIVE PRIOR TO COMMENCING DEMOLITION OPERATIONS.
 - ALL DEMOLITION OPERATIONS WITHIN THE DRP LINE OF TREES SHALL CONFORM TO THE TREE PROTECTION NOTES. SEE CITY OF MILPITAS GENERAL NOTE NUMBER.
- IRRIGATION EQUIPMENT:** REMOVE ALL VISIBLE EXISTING IRRIGATION EQUIPMENT AND ANY BELOW-GRADE COMPONENTS THAT WOULD INTERFERE WITH THE WORK DURING TRENCHING AND/OR ROUGH GRADING OPERATIONS. CONTRACTOR SHALL REQUEST AN INSPECTION PRIOR TO THE BEGINNING WORK, WITH FIVE (5) WORKING DAYS MINIMUM NOTICE. CONTRACTOR SHALL REVIEW THE OPERATION AND LOCATION OF EXISTING IRRIGATION COMPONENTS WITH CITY STAFF PRESENT. CONTRACTOR SHALL OPERATE EACH STATION AT THE SITE TO DOCUMENT THE CONDITION OF EXISTING IRRIGATION EQUIPMENT. DAMAGE TO IRRIGATION EQUIPMENT CAUSED BY THE CONTRACTOR'S ACTIVITIES SUBSEQUENT TO THIS REVIEW SHALL BE REPAIRED AT THE CONTRACTOR'S SOLE EXPENSE.
- SAWCUTTING:** ALL PAVEMENT AND CURB REMOVAL AS SHOWN ON THE PLAN SHALL BE ACCOMPLISHED BY SAWCUTTING.
- SAWCUTS:** SAWCUTS SHALL BE NEAT AND CLEAN AND SHALL PROVIDE A SMOOTH TRANSITION BETWEEN NEW AND EXISTING FEATURES.
- SEE ACCESS:** CONTRACTOR IS RESPONSIBLE FOR PROVIDING MEANS OF ACCESS TO THE SITE, INCLUDING PROTECTIVE MEASURES FOR EXISTING IMPROVEMENTS TO REMAIN. CONTRACTOR SHALL INCLUDE IN THEIR BID PRICE ALL COSTS ASSOCIATED WITH GAINING ACCESS, PROTECTING EXISTING IMPROVEMENTS, AND REPAIRS REQUIRED AS A RESULT OF THE WORK.
- PHOTO DOCUMENTATION:** CONTRACTOR SHALL PROVIDE PHOTOGRAPHIC DOCUMENTATION OF EXISTING CONDITIONS PRIOR TO START OF CONSTRUCTION TO THE CITY'S REPRESENTATIVE. THE PHOTOGRAPHIC DOCUMENTATION WILL BE USED TO EVALUATE POST CONSTRUCTION SITE CONDITIONS.
- REPAIR AND REPLACEMENT:** THE CONTRACTOR SHALL BE RESPONSIBLE UNDER THIS CONTRACT FOR REPAIRING AND REPLACING, AT THE CONTRACTOR'S OWN EXPENSE, ANY PAVEMENT, STRUCTURES, FENCES, WALLS, OR PLANT LIFE TO REMAIN THAT IS DAMAGED OR DESTROYED BY THE CONTRACTOR'S OPERATION. LIKEWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY AND ALL DAMAGES OCCURRING BY THE OPERATION, ON ADJACENT PROPERTIES AND ANYWHERE OUTSIDE THE CONTRACT LIMIT OF WORK LINES AS SHOWN ON THE PLANS. THE DAMAGED ITEMS WILL BE RESTORED TO THEIR ORIGINAL CONDITION AND TO THE SATISFACTION OF THE CITY'S REPRESENTATIVE. DAMAGED PAVEMENT SHALL BE REMOVED AND REPLACED AT THE NEAREST EXISTING SCORE JOINTS.
- SHOULD PIPES TO BE ABANDONED:** OBLSTRUCT THE INSTALLATION OF NEW PIPES. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING EXISTING PIPES TO THE EXTENT REQUIRED AT NO ADDITIONAL COST.

SEE SHEET L1.1 FOR EROSION CONTROL NOTES

	Record Drawings	Revisions	CITY OF MILPITAS ENGINEERING DIVISION	PROJECT NO. 3471 Rev. Orig. No. 2-1482 L2.0 SCALE AS SHOWN SHEET 5 OF 28																																								
	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: <u>MTW/HH</u> Date: <u>1/9/26</u> Checked By: <u>MTW/HH</u> Date: <u>1/9/26</u> Designed By: <u>MTW/HH</u> Date: <u>1/9/26</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Rev.</th> <th>Description</th> <th>Engr. Appr.</th> <th>Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Rev.	Description	Engr. Appr.	Date																																					SINNOTT PARK PLAYGROUND RENOVATION DEMOLITION AND EROSION CONTROL PLAN RECOMMENDED FOR BIDDING BY: <u>Lynah Eam</u> DATE: <u>1/15/2026</u> Lynah Eam, P.E., Public Works Division Manager - Engineering
	Rev.	Description	Engr. Appr.	Date																																								

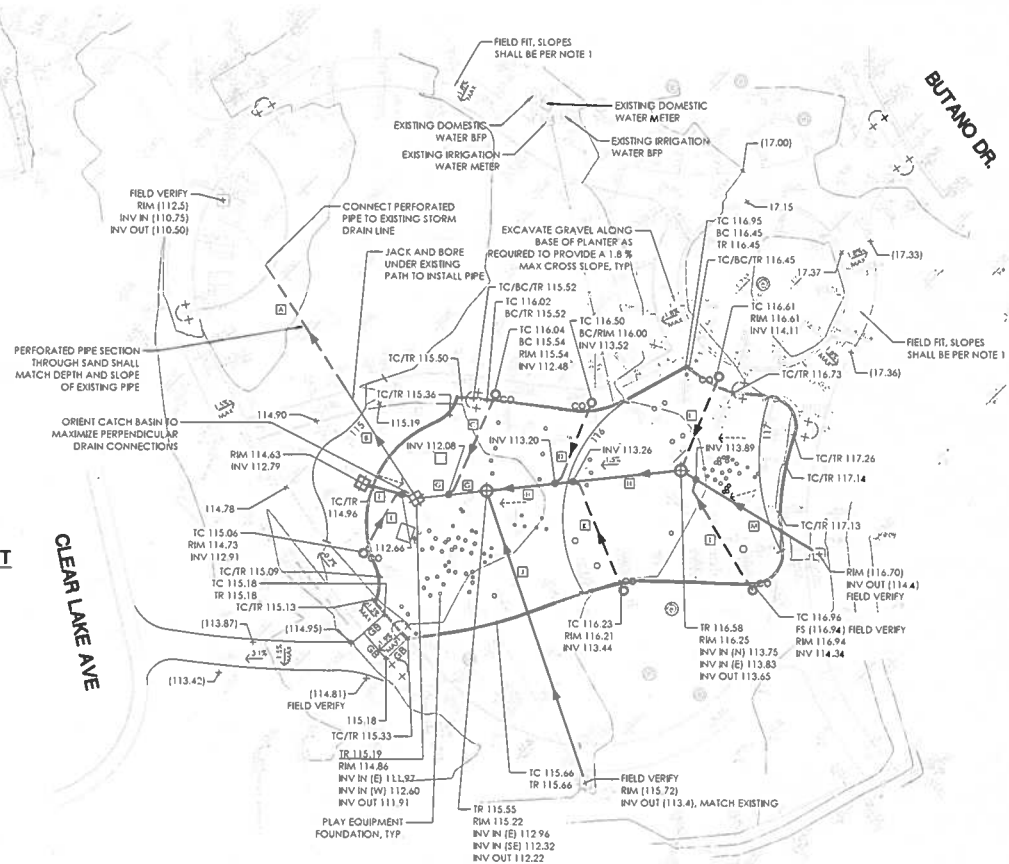
Legend for the drainage plan:

- PROPOSED CONTOUR: 1'-0" INTERVAL TYP. (EXISTING CONTOURS ARE SCREENED ON PLAN)
- PROPOSED SPOT ELEVATION (EXISTING SPOT ELEVATIONS ARE SCREENED ON PLAN)
- EXISTING CATCH BASIN: CLEAN OUT SEDIMENT PRIOR TO RECONNECTION
- CATCH BASIN: $\frac{3}{1.7.1}$
- JUNCTION BOX: $\frac{2}{1.7.1}$
- STORM DRAIN CLEAN OUT: $\frac{1}{1.7.1}$
- WYE FITTING CONNECTOR
- PERFORATED DRAINLINE: SEE DRAINAGE PIPE CHART $\frac{1}{1.7.1}$
- SOLID DRAINLINE: SEE DRAINAGE PIPE CHART $\frac{1}{1.7.6}$
- DIRECTION AND PERCENT SLOPE OF SHEET DRAINAGE
- SUBSURFACE DRAINAGE
- GRADE BREAK
- RIM ELEVATION AT PROPOSED DRAINAGE STRUCTURE
- INVERT ELEVATION AT PROPOSED DRAINAGE STRUCTURE
- FLUSH CONDITION
- BENCHMARK

ABBREVIATIONS			
HP	HIGH POINT	RIM	RIM ELEVATION
TC	TOP OF CURB	INV	INVERT ELEVATION
BC	BOTTOM OF CURB	FL	FLOW LINE
TR	TOP OF RUBBER SURFACING		
FS	TOP OF FINISHED SURFACE		

4. **GRADING AND DRAINAGE:** ALL PROPOSED PAVING, CURBS, AND PLANTING AREAS SHALL SMOOTHLY CONFORM TO EXISTING ADJACENT FEATURES TO REMAIN. PROVIDE POSITIVE DRAINAGE ON ALL PAVING AND THROUGHOUT ALL PLANTING AREAS. PAVING SHALL HAVE A RUNNING SLOPE OF 1% MINIMUM. CURBS SHALL HAVE A CROSS SLOPE OF 1% MINIMUM TO 1.8% MAXIMUM UNLESS OTHERWISE SHOWN ON PLANS.
5. **TOPSOIL PLACEMENT:** CROSS-RIP ALL ROUGH-GRADED PLANTING AREA SUBSOILS AS SPECIFIED PRIOR TO TOPSOIL PLACEMENT.
6. **BACKFILL:** EXCAVATED MATERIAL NOT SUITABLE FOR BACKFILLING SHALL BE REMOVED AND LEGALLY DISPOSED OF OFF-SITE.
7. **GRADING:** CONTRACTOR SHALL PERFORM ALL EARTHWORK AND GRADING PER GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.
8. **CUT/FILL VOLUME:** CONTRACTOR TO CONSTRUCT IMPROVEMENTS TO THE FINISH GRADES SHOWN, MAKING PROPER ALLOWANCES FOR PAYMENT SETBACKS AND FIELD DRAINAGE SYSTEM. SOIL IMPORT IS ANTICIPATED AND SHALL BE BID LUMP SUM. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE IMPORTED SOIL VOLUME INCLUDING EXISTATION AND DETERMINATION OF SOIL, WHICH MAY BE NECESSARY TO MEET THE FINISH GRADES SHOWN. THE GRADING AND DRAINAGE PLAN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE PART OF THIS CONTRACT.
9. **BENCHMARK:** CITY OF MELTAS BENCHMARK, BM ID ESC-WAS, BRASS DISK 1 MONUMENT WELL AT INTERSECTION, ESCUELA PARKWAY SOUTHSOUND AND WASHINGTON DRIVE. ELEVATION = 59.102 FEET NAVD 83
10. **SITE BENCHMARK:** THE SITE BENCHMARK IS NOTED AS A CUI "C" IN WALK. IT IS LOCATED ON NORTHEAST CORNER OF CLEAR LAKE AVENUE, 10 FEET NORTHWESTERLY FROM STREET LIGHT POLE. ELEVATION = 111.50 FEET NAVD 83
11. **SHOULD PILES BE ABANDONED** OBSTRUCT THE INSTALLATION OF NEW PILES. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING EXISTING PILES TO THE EXTENT REQUIRED AT NO ADDITIONAL COST.

CALLOUT	PIPE SIZE	LINEAR FEET	SLOPE
2	6"	52	0.010
3	6"	46	0.0093
4	4"	40	0.010
5	4"	32	0.010
6	4"	36	0.010
7	4"	20	0.010
8	6"	25	0.010
9	6"	69	0.010
10	4"	25	0.010
11	6"	108	0.010
12	4"	43	0.010
13	4"	45	0.010
14	6"	57	0.010



Designer Stamp:  2025 Certificate # 1416, Title # 46 Sign Date: 05/19/2025 Title: 21462 Name: B. Brinkman, Public Eng. City of Milpitas - CA 95035	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: <u>BW/HN</u> Date: <u>1/9/26</u> Checked By: <u>BW/HN</u> Date: <u>1/9/26</u> Designed By: <u>BW/HN</u> Date: <u>1/9/26</u>		Revisions <table border="1"> <thead> <tr> <th>Rev.</th> <th>Description</th> <th>Engr. Appr.</th> <th>Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Rev.	Description	Engr. Appr.	Date																														CITY OF MILPITAS ENGINEERING DIVISION SINNOTT PARK PLAYGROUND RENOVATION GRADING AND DRAINAGE PLAN		PROJECT NO. 3471
	Rev.	Description	Engr. Appr.	Date																																						
RECOMMENDED FOR BIDDING BY: <u>Lynah Egan</u> DATE: 1/15/2026 Lynah Egan, P.E., Public Works Division Manager - Engineering		Res. Eng. No. 2-1482 L3.0 SCALE: AS SHOWN SHEET 6 OF 20																																								

MATERIALS LEGEND

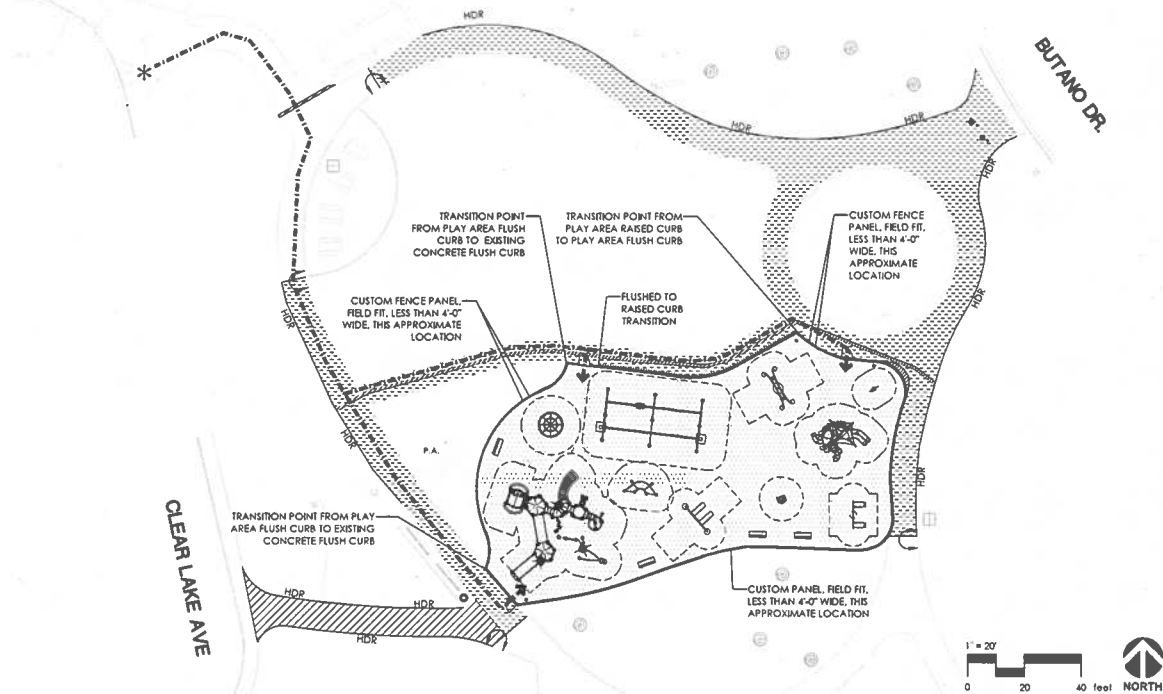
	RUBBER PLAY AREA SURFACING SEE SHEET L4.3 FOR COLOR AND LAYOUT (L7.1)
	DECOMPOSED GRANITE PAVING FULL DEPTH (L7.2)
	DECOMPOSED GRANITE PAVING TOP DRESSING (L7.3)
	PLAY AREA FENCE (L7.2)
	PLAY AREA GATE (L7.2)
	PLAY AREA FLUSH CURB (L7.1)
	PLAY AREA RAISED CURB (L7.1)
	EXISTING PLAY AREA CURB
	HEADERBOARD (L7.3)
	BENCH (L7.2)
	BACK OF BENCH (L7.2)
	TRASH RECEPTACLE
	REMOVABLE BOLLARD (L7.2)
	P.A. PLANTING AREA
	ALIGN

MATERIALS NOTES

1. **SLEEVING:** REFER TO IRRIGATION PLAN FOR REQUIREMENTS OF SLEEVING UNDER PAVEMENT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF THE LOCATION OF ALL UTILITIES IN THE FIELD. LOCATIONS SHOWN ON THE PLAN ARE APPROXIMATE AND FOR GENERAL INFORMATION ONLY. THE CONTRACTOR SHALL POTHOLE AND FIELD VERIFY UTILITY LINE LOCATIONS WITHIN THE PLAY AREA PRIOR TO INSTALLATION OF THE PLAY EQUIPMENT. NOTIFY CITY'S REPRESENTATIVE OF ANY CONFLICTS PRIOR TO EQUIPMENT INSTALLATION.

ACCESSIBILITY LEGEND

- ACCESSIBLE PATH OF TRAVEL
1. MAXIMUM LONGITUDINAL SLOPE OF 5% UNLESS RAMPS COMPLYING WITH CBC 11B-405
 2. MAXIMUM CROSS-SLOPE OF 2%
 3. NO ABRUPT CHANGES IN LEVEL EXCEEDING 1/2" IN HEIGHT WITHOUT THE USE OF RAMP OR CURB RAMP. ABRUPT CHANGES IN HEIGHT BETWEEN 1/4" TO 1/2" SHALL BE BEVELLED PER CBC 11B-303.
 4. MINIMUM PATH WIDTH OF 48"
- * ADA ACCESSIBLE ENTRANCE



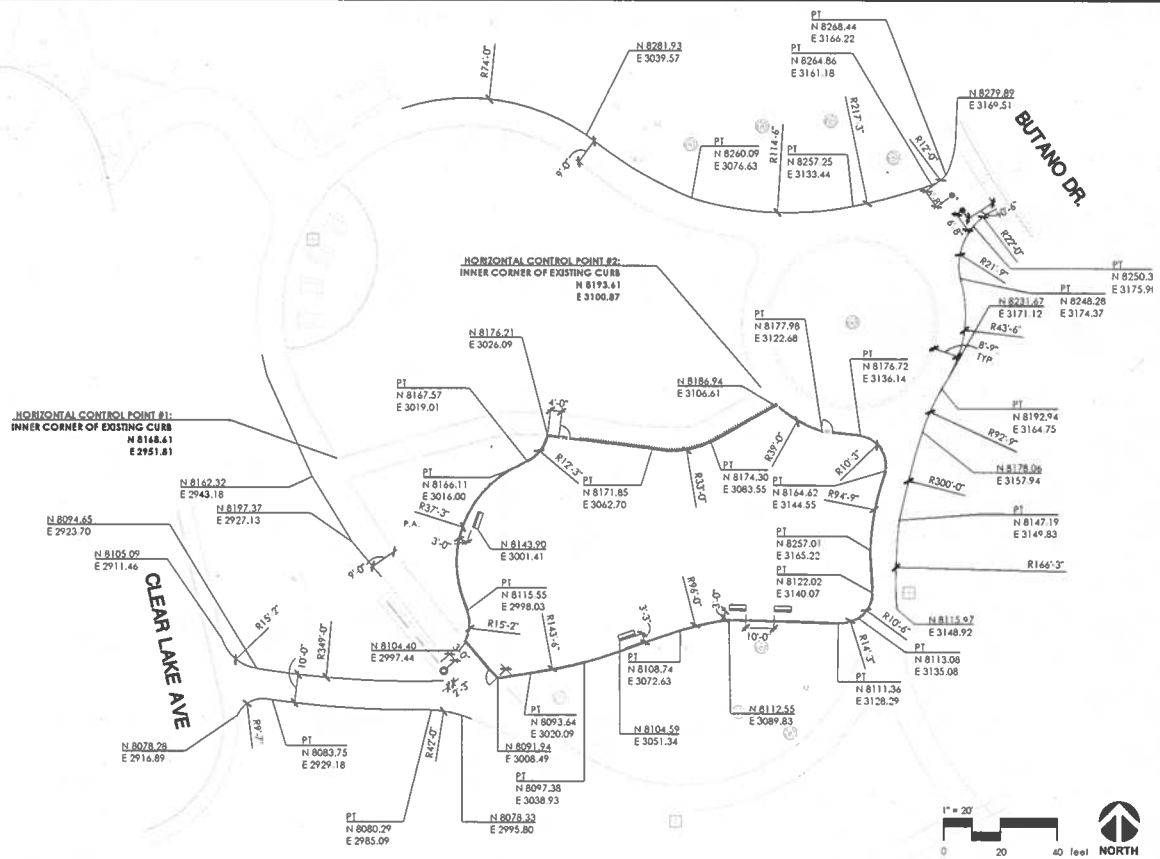
Designer Stamp: 3025 CORONADO PKWY, SUITE 300 MILPITAS, CA 95035 (408) 253-7500 WWW.CITYOFMILPITAS.CA.GOV CADA NUMBER: 11-230507	Record Drawings Designer: _____ Date: _____ Public Works Inspector: _____ Date: _____ Utility/Facility Dept. Head: _____ Date: _____ Project Engineer: _____ Date: _____ Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____		Revisions <table border="1"> <thead> <tr> <th>Num.</th> <th>Description</th> <th>Engr. Appr.</th> <th>Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Num.	Description	Engr. Appr.	Date																																					CITY OF MILPITAS ENGINEERING DIVISION SINNOTT PARK PLAYGROUND RENOVATION MATERIALS PLAN RECOMMENDED FOR BIDDING BY: <u>Lynah Egan</u> DATE: 1/15/2026 Lynah Egan, P.E., Public Works Division Manager - Engineering		PROJECT NO. 3471 Rev. Orig. No. 2-1482 L4.0 SCALE: AS SHOWN SHEET <u>7</u> OF <u>20</u>
	Num.	Description	Engr. Appr.	Date																																											
Drawn By: <u>MW/EM</u> Date: <u>1/9/26</u> Checked By: <u>BW/HM</u> Date: <u>1/9/26</u> Designed By: <u>MW/HM</u> Date: <u>1/9/26</u>				BID SUBMITTAL																																											
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SITE LAYOUT LEGEND

	ALIGN
	REFERENCE POINT
	NORTHING AND EASTING
	POINT OF TANGENT
	EQUAL
	RADIUS

LAYOUT NOTES

- DIMENSIONS:** ALL WRITTEN DIMENSIONS SUPERSEDE SCALED DIMENSIONS. ALL DIMENSIONS ARE TO FACE OF CURB OR WALL, EDGE OF CONCRETE, PLANTWORK/MOWBAND, OR CENTERLINE OF FENCE.
- PROJECT STAKING:** ALL PROPOSED SITE FEATURES SHALL BE STAKED IN FIELD FOR REVIEW BY THE CITY'S REPRESENTATIVE PRIOR TO CONSTRUCTION. ALL CURVES SHALL BE SMOOTH AND CONTINUOUS WITH CAREFULLY MATCHED TANGENTS.
- SITE FURNISHINGS LAYOUT:** SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
- HORIZONTAL CONTROL POINT:** HORIZONTAL CONTROL WAS BASED ON A GPS SURVEY USING GNSS RTK METHODS CONNECTED TO THE LEICA SMARTNET REAL TIME NETWORK TIED INTO CALIFORNIA STATE PLANE COORDINATES NAD83, EPOCH 2022.750.
 - FIGURES SHOWN THIS (NORTHING AND EASTING SYMBOL) DENOTE COORDINATES OF SWING POINTS AND INTERMEDIATE POINTS OF CONTROL TO BE USED FOR LAYOUT OF ALL IMPROVEMENTS SHOWN ON THESE PLANS. ALL ADJUSTMENTS OF THE LAYOUT SHALL BE APPROVED BY THE CITY'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL STAKING WORK AND FOR RE-ESTABLISHING AND REPLACING POINTS LOST, DISTURBED, OR DAMAGED DURING THE COURSE OF CONSTRUCTION OR OTHERWISE. BASE LINE CONTROLS MAY BE SET ON AN "OFF-SET LINE" AT THE REQUEST OF THE CONTRACTOR.
 - ALL "LAYOUT" WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACT AND SHALL BE APPROVED BY THE CITY'S REPRESENTATIVE PRIOR TO THE START OF ANY EXCAVATION.



SEE SHEET L4.2 FOR PLAY EQUIPMENT LAYOUT

	Record Drawings		Revisions		CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO. 3471																																		
	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: MW/RN Date: 1/9/26 Checked By: BYW/MH Date: 1/9/26 Designed By: MW/MH Date: 1/9/26	<table border="1"> <thead> <tr> <th>Item</th> <th>Description</th> <th>Engr. Appr.</th> <th>Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Item	Description	Engr. Appr.	Date																																	SINNOTT PARK PLAYGROUND RENOVATION	
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SITE LAYOUT PLAN						L4.1	SCALE: AS SHOWN																																		
RECOMMENDED FOR BIDDING BY: <u>Lynah Eam</u> DATE: 1/15/2026 Lynah Eam, P.E., Public Works Division Manager - Engineering						SHEET 8 OF 28	BID SUBMITTAL																																		

PLAY EQUIPMENT LEGEND

- 1 YOUTH PLAY AREA AGE SIGN
- 2 YOUTH RAMPED COMPOSITE PLAY STRUCTURE
- 3 WE-GO-ROUND CAROUSEL
- 4 ZIPKROOZ ZIPLINES
- 5 MOBIUS CLIMBER
- 6 BELT SWINGS
- 7 COZY COCOON SPINNER
- 8 OODLE SWING
- 9 TOT PLAY AREA AGE SIGN
- 10 JAGUAR SPRING RIDER
- 11 TOT COMPOSITE PLAY STRUCTURE
- 12 TOT BUCKET SWINGS

NOTE: SEE STRUCTURAL SHEETS FOR EQUIPMENT FOUNDATION DETAILS

P.A.

1 L4.2 PLAY EQUIPMENT LAYOUT ENLARGEMENT PLAN



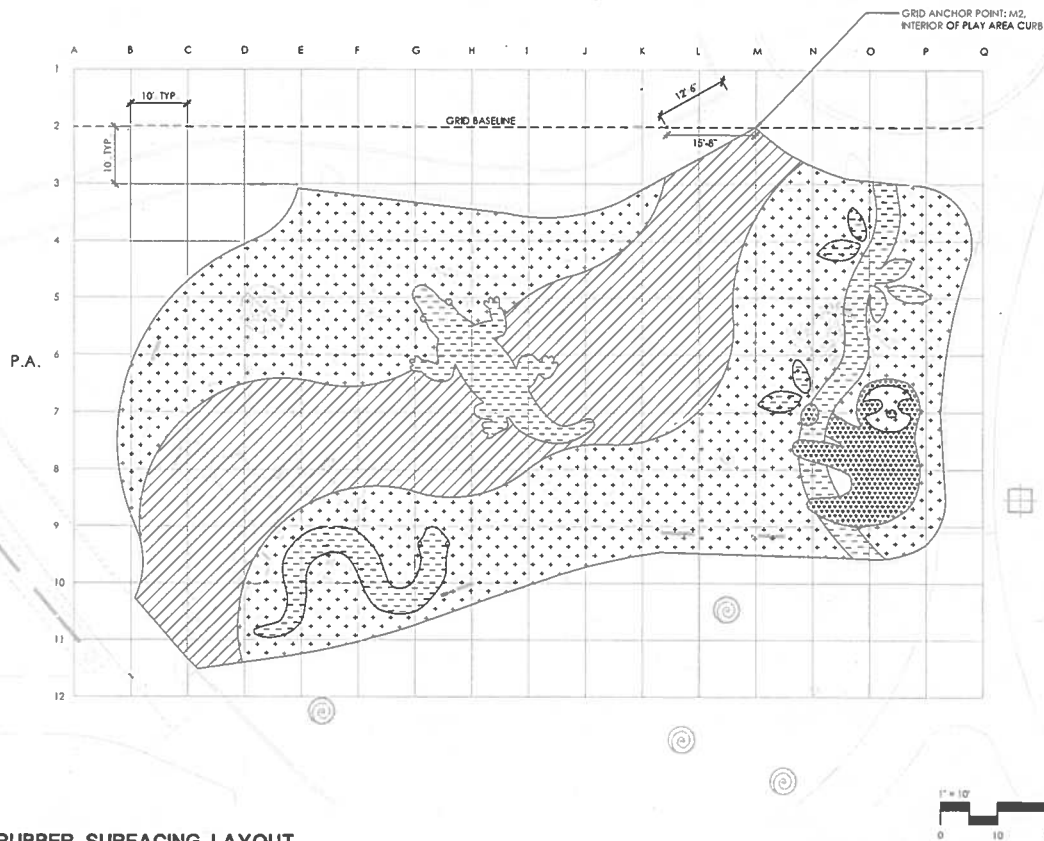
SEE SHEET L4.0 AND L4.1 FOR LAYOUT LEGEND AND NOTES

 3233 Columbus Road, Suite 200 San Jose, CA 95128 408.275.0963 www.ci.milpitas.ca.us	Record Drawings		Revisions			CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO. 3471																																						
	Designer: _____ Date: _____ Public Works Inspector: _____ Date: _____ Utility/Field Dept. Head: _____ Date: _____ Project Engineer: _____ Date: _____	Drawn By: <u>MW/BH</u> Date: <u>1/9/26</u> Checked By: <u>GW/BH</u> Date: <u>1/9/26</u> Designed By: <u>MW/MM</u> Date: <u>1/9/26</u>	<table border="1"> <thead> <tr> <th>Num.</th> <th>Description</th> <th>Engr. Appr.</th> <th>Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Num.	Description	Engr. Appr.	Date																																					SINNOTT PARK PLAYGROUND RENOVATION		Rev. Desc. No. 2-1482
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Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____		Recommended for Bidding By: <u>Lynah Egan</u> DATE: <u>1/15/2026</u> Lynah Egan, P.E., Public Works Division Manager - Engineering	PLAY EQUIPMENT LAYOUT ENLARGEMENT PLAN		L4.2 SCALE: AS SHOWN SHEET 9 OF 20																																									
BID SUBMITTAL																																														

RUBBER SURFACING LEGEND

- RUBBER SURFACING COLOR, MIX A: 50% TEAL, 50% SKY BLUE
- RUBBER SURFACING COLOR, MIX B: 70% BRIGHT GREEN, 30% HUNTER GREEN
- RUBBER SURFACING COLOR, MIX C: 40% EGGHELL, 60% BEIGE
- RUBBER SURFACING COLOR, MIX D: 80% BROWN, 20% BLACK

LT.1



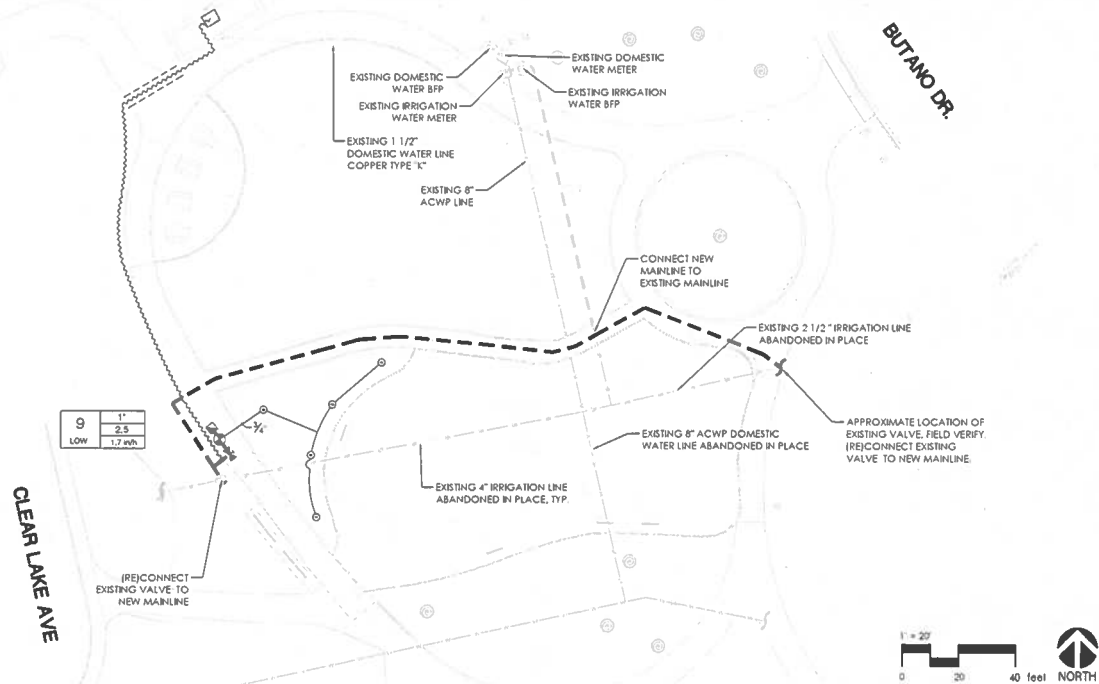
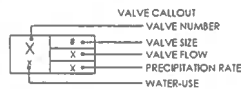
1
L4.3 RUBBER SURFACING LAYOUT
ENLARGEMENT PLAN



2025 Certificate of Public Use, Title 26 San Jose, CA 95131 Phone: (408) 254-2200 www.ci.milpitas.ca.us	Record Drawings		Revisions			CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO. 3471																																						
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RECOMMENDED FOR BIDDING BY: <u>Lyndal Egan</u> DATE: 1/15/2026 Lyndal Egan, P.E., Public Works Division Manager - Engineering						SHEET 10 of 28	BID SUBMITTAL																																							

IRRIGATION LEGEND

- ① POINT SOURCE DRIP IRRIGATION RAIN BIRD 1402 BUBBLER ON SPX-FLEX TUBING. TWO BUBBLERS PER TREE (1/1.7)
- ② REMOTE CONTROL VALVE. RAIN BIRD EFB-CP-PR5-D, BRASS OR APPROVED EQUAL. SIZE PER PLAN (1/1.3)
- ③ QUICK COUPLING VALVE. RAIN BIRD 44-LPC. BRASS. SIZE 1" OR APPROVED EQUAL (1/1.3)
- ④ GATE VALVE NIBCO-I-113 CLASS 125 BRONZE WITH WHEEL HANDLE OR APPROVED EQUAL. SAME SIZE AS MAINLINE PIPE DIAMETER AT VALVE LOCATION (1/1.3)
- IRRIGATION MAINLINE CLASS 315. SIZE 2" (1/1.3)
- LATERAL LINE. CLASS 200 PVC. SIZE PER PLAN (1/1.3)
- SLEEVE. SCH 40 PVC. SIZE AS REQUIRED
- EXISTING IRRIGATION MAIN. CLASS 150 PVC. SIZE PER PLANS
- EXISTING DOMESTIC WATER LINE. SIZE 8"
- EXISTING WATER METER AND BACKFLOW PREVENTER
- EXISTING IRRIGATION CONTROLLER 12 STATIONS TOTAL. 8 STATIONS IN USE
- CONTROL WIRE. PER SPECS (1/1.3)



IRRIGATION NOTES

- SPECIFICATIONS:** SEE IRRIGATION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- VERIFICATION:** SYSTEM DESIGN IS BASED ON 94 P.S.I. AND 2.5 G.P.M. AVAILABLE AT DISCHARGE OUTLET OF METER OR OTHER POINT OF CONNECTION. CONTRACTOR SHALL VERIFY SAME AND NOTIFY LANDSCAPE ARCHITECT IF SUCH DATA ADVERSELY AFFECTS THE OPERATION OF THE SYSTEM. SUCH NOTICE SHALL BE MADE IN WRITING AND PRIOR TO COMMENCING ANY IRRIGATION WORK.
- UTILITIES:** CONTRACTOR SHALL VERIFY LOCATION OF ALL ON-SITE UTILITIES. RESTORATION OF DAMAGED UTILITIES SHALL BE MADE AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY.
- SCHEMATIC:** SYSTEM FEATURES ARE SHOWN SCHEMATICALLY FOR GRAPHIC CLARITY. INSTALL ALL PIPING AND VALVES IN COMMON TRENCHES WHERE FEASIBLE AND INSIDE PLANTING AREAS WHENEVER POSSIBLE. ALL VALVES SHALL BE LOCATED IN GROUND COVER OR SHRUB AREAS WHENEVER POSSIBLE.
- CODES:** IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH ALL LOCAL CODES AND MANUFACTURER'S SPECIFICATIONS. NOTIFY CITY BY TELEPHONE AND IN WRITING OF ANY CONFLICTS PRIOR TO INSTALLATION.
- SLEEVING:** CONTRACTOR SHALL SIZE ALL SLEEVES TO BE A MINIMUM TWO TIMES THE SIZE OF THE INTERIOR PIPE. SLEEVES SHALL BE INSTALLED AT THE NECESSARY DEPTHS PRIOR TO PAVEMENT CONSTRUCTION. SLEEVING SHALL EXTEND 1'-0" FROM EDGE OF PAVEMENT INTO TURF OR PLANTING AREA, AND SHALL HAVE ENDS CLEARLY MARKED ABOVE GRADE.
- QUICK COUPLING VALVES:** INSTALL ON TRIPLE SWING JOINT. LOCATE 12" AWAY FROM EDGE OF WALKS, WALLS, CURBS, AND HEADERBOARDS WITHIN PLANTING AREAS. PROVIDE CITY/OWNER WITH ONE OPERATING KEY, TWO SETS OF LOCKING COVER KEYS, AND ONE SWIVEL HOSE END.
- HEAD ALLOWANCE:** CONTRACTOR SHALL ALLOW IN BID PRICE AN AMOUNT SUFFICIENT TO PROVIDE AND INSTALL AN ADDITIONAL 5% OF SPRINKLER HEADS OF EACH TYPE SPECIFIED ON PLAN TO ACCOMMODATE FIELD CHANGES. THESE HEADS SHALL BE LOCATED AS DIRECTED BY THE LANDSCAPE ARCHITECT. CONTRACTOR SHALL DELIVER TO THE CITY ANY UNUSED ADDITIONAL HEADS AT THE END OF THE MAINTENANCE PERIOD.
- CHECK VALVES:** INSTALL PLASTIC CHECK VALVE AT BASE OF HEADS ON LOW ENDS OF SYSTEMS AS REQUIRED TO MINIMIZE LINE DRAINAGE. CONTRACTOR SHALL ALLOW IN BID PRICE AN AMOUNT SUFFICIENT TO PROVIDE AND INSTALL AN ADDITIONAL 3 CHECK VALVES TO ACCOMMODATE ANY NECESSARY FIELD CHANGES.
- MAINTAINING EXISTING IRRIGATION:** SHOULD THE EXISTING MAINLINE BREAK OR BE SHUT OFF FOR ANY REASON DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL HAND WATER ALL PLANTING MATERIAL, INCLUDING, BUT NOT LIMITED TO, TREES, SHRUBS, TURF, AND GROUND COVER THAT THE EXISTING IRRIGATION SYSTEM WATERS. THE CONTRACTOR SHALL CONTINUE TO DO SO UNTIL THE IRRIGATION SYSTEM IS OPERABLE.
- TRACER WIRE:** TO BE INSTALLED ALONG THE LENGTH OF THE MAINLINE TO ALL QUICK COUPLER VALVES.
- CONTROL WIRE:** ALL CONTROL WIRE TO BE INSTALLED IN SCHEDULE 80 PVC CONDUIT. NO DIRECT BURIAL OF CONTROL WIRE WILL BE PERMITTED.
- MWELO:** THE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) APPLIES TO REHABILITATED LANDSCAPE PROJECTS WITH A LANDSCAPE AREA EQUAL TO OR GREATER THAN 2,500 SQUARE FEET. THE LANDSCAPE AREA IN THIS PROJECT IS LESS THAN 2,500 SQUARE FEET. THEREFORE MWELO DOES NOT APPLY AND LANDSCAPE DOCUMENTATION IS NOT REQUIRED.

Design: [Signature] Date: [Date] Public Works Inspector: [Signature] Date: [Date] Utility/Facility Dept. Head: [Signature] Date: [Date] Project Engineer: [Signature] Date: [Date] Public Improvements Initially Accepted by the City Council on: [Date] Res. No. [Number]	Record Drawings Drawn By: [Signature] Date: 1/9/26 Checked By: [Signature] Date: 1/9/26 Designed By: [Signature] Date: 1/9/26		Revisions <table border="1"> <thead> <tr> <th>Num.</th> <th>Description</th> <th>Engr. Appr.</th> <th>Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Num.	Description	Engr. Appr.	Date																																					CITY OF MILPITAS ENGINEERING DIVISION SINNOTT PARK PLAYGROUND RENOVATION IRRIGATION PLAN RECOMMENDED FOR BIDDING BY: [Signature] DATE: 1/15/2026 Lynah Egan, P.E., Public Works Division Manager - Engineering		PROJECT NO. 2471 Rev. Orig. No. 2-1482 L5.0 SCALE: AS SHOWN SHEET 11 OF 20
	Num.	Description	Engr. Appr.	Date																																										

PLANT LEGEND

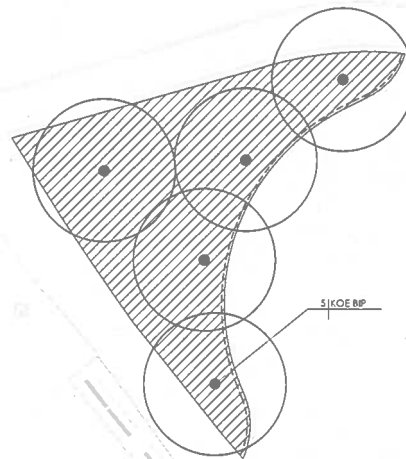
- EXISTING TREE TO REMAIN
 MULCH, 3" DEPTH TYPICAL, UNLESS NOTED OTHERWISE
 ROOT BARRIER: DEEP ROOT CORP. #UB18, INSTALL FLUSH WITH INSIDE FACE OF CURB OR PAVING IN LOCATIONS INDICATED.

PLANT SCHEDULE

CODE	BOTANICAL / COMMON NAME	SIZE	WATER USE
TREES			
KOE BP	KOELREUTERIA BIPINNATA / CHINESE FLAME TREE	24" BOX	MED

PLANTING NOTES

- MULCH:** INSTALL A UNIFORM THREE INCH COVERING OF MULCH IN ALL PLANTING AREAS, PER SPECIFICATIONS.
- EXISTING PLANT MATERIAL:** PROTECT ALL EXISTING PLANT MATERIAL TO REMAIN. REPAIR ANY DAMAGES INCURRED AS A DIRECT RESULT OF THIS CONTRACT TO THE CITY'S SATISFACTION AT NO ADDITIONAL COST TO THE CITY.
- QUANTITIES:** THE QUANTITIES SHOWN ON THE LABELS ARE NOT TO BE CONSTRUED AS THE COMPLETE AND ACCURATE LIMITS OF THE CONTRACT. FURNISH AND INSTALL ALL PLANTS SHOWN SCHEMATICALLY ON THE DRAWINGS.
- TOPSOIL:** ALL PLANTING AREAS TO RECEIVE A SIX INCH LAYER OF IMPORT TOPSOIL PER SPECIFICATIONS.
- SOILS TESTING:** SEE SPECIFICATIONS FOR TESTING OF TOPSOIL AND AMENDMENTS. CONTRACTOR SHALL ALLOW SUFFICIENT TIME FOR TESTING PRIOR TO CONSTRUCTION.



BACKFILL CAVITY FROM
BENCH REMOVAL WITH
NATIVE SUBGRADE



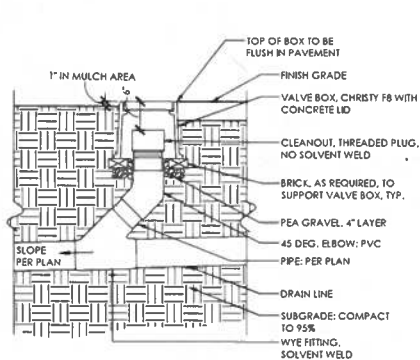
Designer Stamp: 2021 California Professional Engineer Seal No. 50487, Exp. 12/31/2026 Lyndal Egan, P.E. 1400 S. Bascom Avenue, Suite 200 San Jose, CA 95128 (408) 951-1234 C.E. No. 123456	Record Drawings Designer: _____ Date: _____ Public Works Inspector: _____ Date: _____ Utility/Facility Dept. Head: _____ Date: _____ Project Engineer: _____ Date: _____ Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____		Revisions <table border="1"> <thead> <tr> <th>Num.</th> <th>Description</th> <th>Engr. Appr.</th> <th>Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Num.	Description	Engr. Appr.	Date																																									CITY OF MILPITAS ENGINEERING DIVISION SINNOTT PARK PLAYGROUND RENOVATION PLANTING PLAN RECOMMENDED FOR BIDDING BY: <u>Lyndal Egan</u> DATE: 1/15/2026 Lyndal Egan, P.E., Public Works Division Manager - Engineering		PROJECT NO. 3471 Rev. Orig. No. 2-1482 L6.0 SCALE: AS SHOWN SHEET 12 of 20
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Drawn By: <u>MW/BM</u> Date: <u>1/9/26</u> Checked By: <u>BW/BM</u> Date: <u>1/9/26</u> Designed By: <u>MW/BM</u> Date: <u>1/9/26</u>																																																			

1. ENTRANCE SHALL BE KEPT IN GOOD CONDITION WITH TOP DRESSING OF CRUSHED AGGREGATE AS NEEDED. NO VISIBLE VOIDS IN MATERIAL SHALL BE ALLOWED.
2. ENTRANCE SHALL BE INSPECTED 8-WEEKLY DURING PERIODS OF HEAVY USAGE OR RAIN, WITH MAINTENANCE PROVIDED AS NECESSARY.



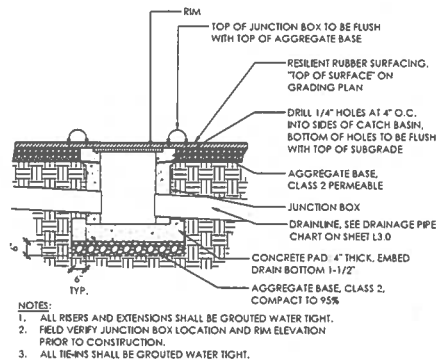
5 NOT USED
L7.0

310 SUBMITTAL



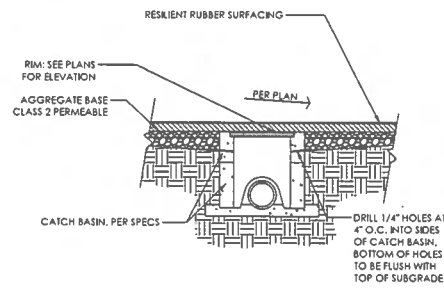
1 CLEANOUT
L7.1
1" = 1'-0"

P:\L1A\1843.dwg



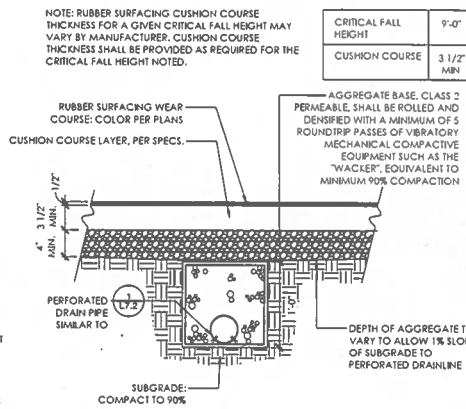
2 JUNCTION BOX
L7.1
1/2" = 1'-0"

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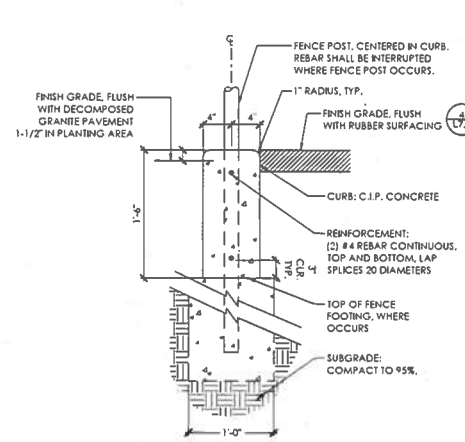
3 PLAY AREA CATCH BASIN
L7.1
1/2" = 1'-0"

P:\234033.dwg



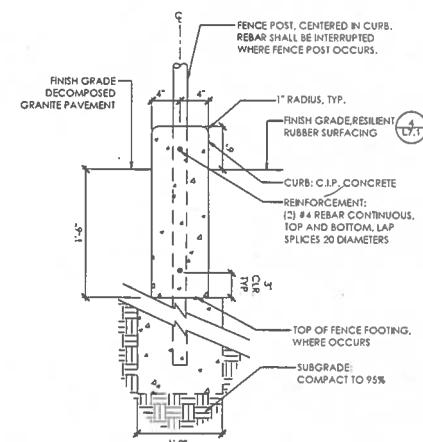
4 RESILIENT RUBBER SURFACING
L7.1
1 1/2" = 1'-0"

P:\234033.dwg



5 PLAY AREA FLUSH CURB
L7.1
1 1/2" = 1'-0"

P:\234033.dwg



6 PLAY AREA RAISED CURB
L7.1
1 1/2" = 1'-0"

P:\234033.dwg

5 NOT USED
L7.1

6 NOT USED
L7.1

Designer Stamp:



Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

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

Drawn By: MW/MH Date: 1/9/26

Checked By: MW/MH Date: 1/9/26

Designed By: MW/MH Date: 1/9/26

Revisions

Num.	Description	Engr. Appr.	Date



CITY OF MILPITAS
ENGINEERING DIVISION

SINNOTT PARK PLAYGROUND RENOVATION

CONSTRUCTION DETAILS

RECOMMENDED FOR BIDDING BY: Lynah Eam DATE: 1/15/2026

Lynah Eam, P.E., Public Works Division Manager - Engineering

PROJECT NO. 3471

Rev. Draw No. 2-1482

L7.1

SCALE: AS SHOWN

SHEET 14 OF 20

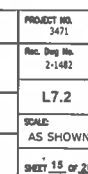
BID SUBMITTAL

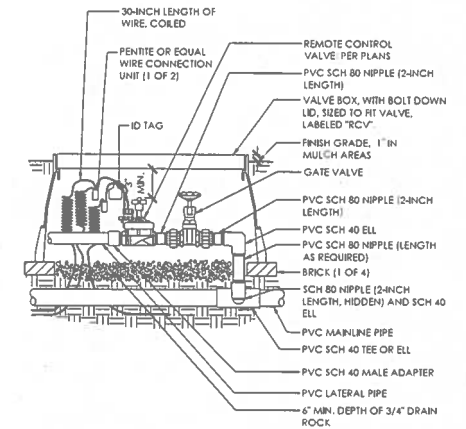
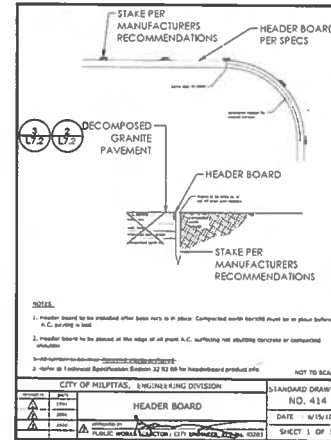


Drawn By: MW/BN Date: 1/9/26

Checked By: BW/MM Date: 1/9/26

Designed By: MW/MM Date: 1/9/26





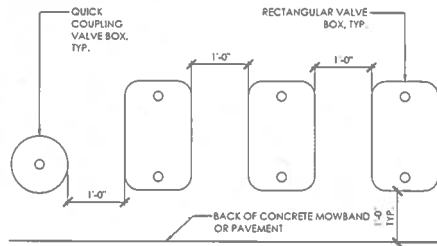
1 NOT USED
L7.3

2 NOT USED
L7.3

3 CITY STANDARD DETAIL NO. 414 (MODIFIED)
L7.3

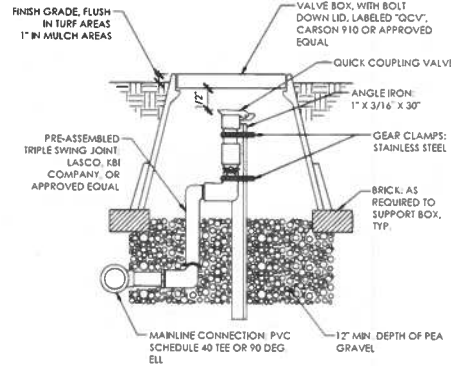
4 REMOTE CONTROL VALVE
L7.3

- NOTES:**
- CENTER VALVE BOX OVER REMOTE CONTROL VALVE TO FACILITATE SERVICING VALVE.
 - SET RCV AND VALVE BOX ASSEMBLY IN GROUND COVER/SHRUB AREAS.
 - SET BOXES PARALLEL TO EACH OTHER AND PERPENDICULAR TO EDGE OF ADJACENT PAVEMENT.
 - AVOID HEAVILY COMPACTING SOIL AROUND VALVE BOXES TO PREVENT COLLAPSE AND DEFORMATION OF VALVE BOXES.



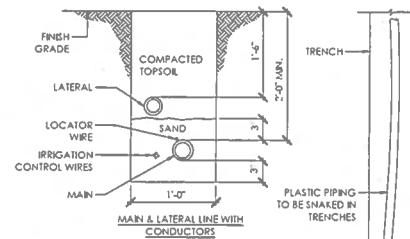
5 VALVE BOX LAYOUT
L7.3

F:\C1A-13-43.dwg



6 QUICK COUPLING VALVE
L7.3

F:\C1A-13-43.dwg



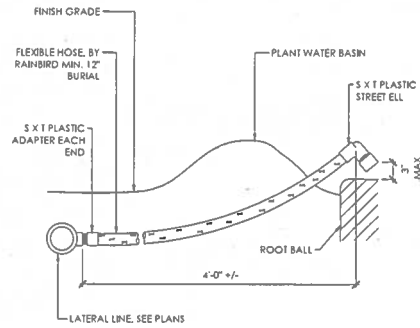
NOTE: TAPE AND BUNDLE WIRING AT 10'-0" INTERVALS.

7 TRENCHING
L7.3

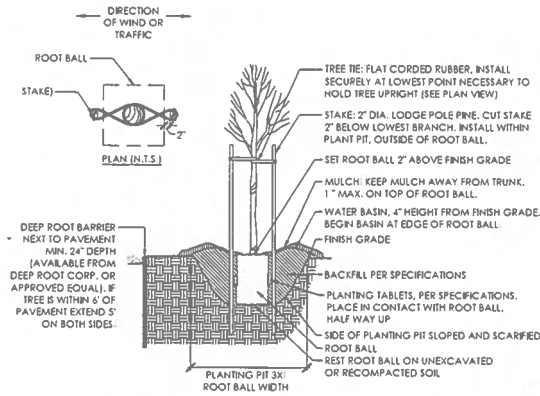
32840_131 HCBH02_8

8 NOT USED
L7.3

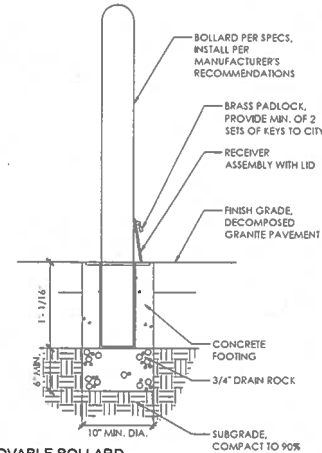
Designer: <u> </u> Date: <u> </u> Public Works Inspector: <u> </u> Date: <u> </u> Utility/Facility Dept. Head: <u> </u> Date: <u> </u> Project Engineer: <u> </u> Date: <u> </u> Public Improvements Initially Accepted by the City Council on: <u> </u> Res. No. <u> </u>	Record Drawings		Revisions		CITY OF MILPITAS ENGINEERING DIVISION SINNOTT PARK PLAYGROUND RENOVATION CONSTRUCTION DETAILS RECOMMENDED FOR BIDDING BY: <u>Lynah Egan</u> DATE: <u>1/15/2026</u> Lynah Egan, P.E., Public Works Division Manager - Engineering	PROJECT NO. 3471 Rec. Draw No. 2-1482 L7.3 SCALE: AS SHOWN SHEET 16 OF 20
	Drawn By: <u>21W/EN</u> Date: <u>1/9/26</u>		Checked By: <u>21W/EN</u> Date: <u>1/9/26</u>			
	Designed By: <u>21W/EN</u> Date: <u>1/9/26</u>		Approved By: <u> </u> Date: <u> </u>			
	Revisions		Revisions			



1 BUBBLER
1' x 14'



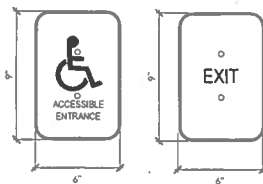
2 TREE PLANTING WITH ROOT BARRIER
3/8" x 14'



3 REMOVABLE BOLLARD
1 1/2" x 14'

NOTES:

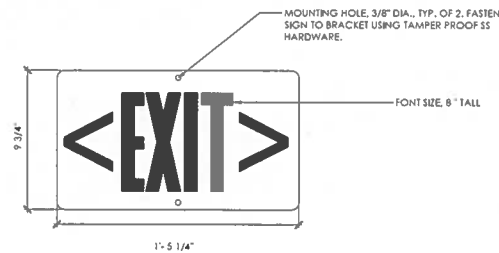
- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL SIGNS. SHOP DRAWING SHALL REPRESENT SPECIFIED SIZE, COLOR, FONT SIZE AND FONT STYLE.
- FOR ACCESSIBLE ENTRANCE SIGN WITH BRAILLE USE 9" x 6" TACTILE TOUCH BRAILLE SIGN. ACCESSIBLE ENTRANCE (ACCESSIBLE PICTOGRAM, TACTILE TOUCH BRAILLE) (SE-2710), COLOR 210: BLACK WITH WHITE TEXT, AVAILABLE FROM MY DOOR SIGN, OR APPROVED EQUAL.
- FOR EXIT SIGN WITH BRAILLE USE 9" x 6" TACTILE TOUCH EXIT SIGN WITH BRAILLE: EXIT (SE-1980), COLOR 210: BLACK WITH WHITE TEXT, AVAILABLE FROM MY DOOR SIGN, OR APPROVED EQUAL. VERTICAL ORIENTATION TO MATCH ACCESSIBLE ENTRANCE SIGN.
- ALL BRAILLE TO BE GRADE II, MOUNTED AT 48" TO 60" ABOVE FINISH GRADE.



4 ENTRANCE AND EXIT BRAILLE SIGNS
3' x 14'

NOTES:

- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL SIGNS. SHOP DRAWINGS SHALL REPRESENT SPECIFIED SIZE, COLOR, FONT SIZE AND FONT STYLE.
- FOR ILLUMINATED EXIT SIGN, USE 100% PHOTO LUMINESCENCE EXIT SIGN, 1-SIDED, COLOR: RED, AVAILABLE FROM THE EXIT LIGHT COMPANY, OR APPROVED EQUAL.



5 ILLUMINATED EXIT SIGN
2' x 14'

Designer Stamp: City of Milpitas Public Works Division 2023 Contract No. 2023-001 1/15/2023 www.cityofmilpitas.org City Manager: 2023-001	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. _____		Revisions <table border="1"> <thead> <tr> <th>Num.</th> <th>Description</th> <th>Engr. Appr.</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Drawn By: MW/HH Date: 1/9/23</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>Checked By: BW/HH Date: 1/9/23</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>Designed By: MW/HH Date: 1/9/23</td> <td></td> <td></td> </tr> </tbody> </table>		Num.	Description	Engr. Appr.	Date	1	Drawn By: MW/HH Date: 1/9/23			2	Checked By: BW/HH Date: 1/9/23			3	Designed By: MW/HH Date: 1/9/23			CITY OF MILPITAS ENGINEERING DIVISION SINNOTT PARK PLAYGROUND RENOVATION CONSTRUCTION DETAILS RECOMMENDED FOR BIDDING BY: <u>Lynah Eam</u> DATE: 1/15/2026 Lynah Eam, P.E., Public Works Division Manager - Engineering	PROJECT NO. 3471 Rev. Orig. No. 2-1482 L7.4 SCALE: AS SHOWN SHEET 17 OF 28
	Num.	Description	Engr. Appr.	Date																		
	1	Drawn By: MW/HH Date: 1/9/23																				
	2	Checked By: BW/HH Date: 1/9/23																				
3	Designed By: MW/HH Date: 1/9/23																					

ALL CONCRETE REINFORCING SHALL CONFORM TO THE 2023 CCR CODE OF BEST PRACTICES, MANUFACTURED AND PLACED PER ACI 318-19, AND PER THE LATEST EDITION OF THE 2019 IBC.

2 REINFORCEMENT SHALL BE DEFORMED BILLET STEEL, PER ASTM A615, GRADE 60. ALL REINFORCEMENT TO BE WELDED SHALL BE ASTM A706, GRADE 60, 10 INCHES OR LESS DIAMETER.

3 ALL BENDING OF REINFORCEMENT PER A.C.I. FIELD BENDING OF REINFORCEMENT SHALL NOT BE PERMITTED.

4 LAP SPICES OF CONCRETE REINFORCEMENT

1	#3 BARS = 35"
2	#4 BARS = 40"
3	#5 BARS = 45"
4	#6 BARS = 60"

5 ALL ADJACENT REINFORCING LAPS ARE TO BE STAGGERED A MINIMUM OF 3'-0"

6 REINFORCING SHALL BE PLACED WITH THE FOLLOWING MINIMUM CLEAR COVERAGE, UNLESS:

1	POURED AGAINST EXCAVATION/RETAINMENT	+ 3"
2	POURED AGAINST FORMS, EXPOSED TO SOIL	+ 2"
3	CONCRETE EXPOSED TO WEATHER	+12"

7 REINFORCING SHALL BE TIED IN PLACE. TACKLING OF REINFORCING IS NOT PERMITTED.

8 WHERE REINFORCING IS NOT SPECIFIED, REFER TO ACI 318 FOR MINIMUM IMPOSED MEANT

9 WELDINGS OF REINFORCING IS NOT PERMITTED UNLESS SHOWN ON THE DRAWING OR WITH PROPER WRITTEN APPROVAL FROM THE GCOR

TESTS & INSPECTIONS SHALL BE PROVIDED BY A QUALIFIED TESTING AGENCY AS NOTED BLW AND SHALL CONFORM TO THE REQUIREMENTS OF 2022 CBC SECTION 1701.

- INSPECT CRACK, INCLUDES PRE-CONCRETE TENDONS
✓ VERIFY PLACEMENT
INSPECT ANCHORS CAST IN STRESSING TENDONS
INSPECT POST-INSTALLED ANCHORS
✓ VERIFY PLACEMENT OF ANCHORS
✓ INSURE ALL TENDONS ARE PROTECTED TO INTENTIONAL OR UNINTENTIONAL
✓ INCLUDED ORIENTATIONS TO RESIST SUCTION / TENSION LOADS
✓ VERIFY TECHNIQUE OF TENDON PLACEMENT
✓ VERIFY USE OF REQUIRED MANDS
PRIOR TO CONC PLACEMENT FABRICATE SPEECHES
FOR STRENGTH TESTS
CONCURE TESTS, DETERMINE TEST OF CONCRETE
INSPECT CONCRETE CURE TIME PERIODS FOR PROPER
APPLICATION TECHNIQUES
✓ VERIFY MATERIALS AND TECHNIQUE OF CURING TIME & TECHNIQUES
VERIFY IN-SITU CONCRETE STRENGTH, PRIOR TO STRESSING OF TENDONS
✓ VERIFY MATERIALS AND TECHNIQUE OF CURING TIME & TECHNIQUES
✓ VERIFY MATERIALS AND TECHNIQUE OF CURING TIME & TECHNIQUES
9. ✓ INSPECT FORMWORK FOR SHAPE, LOCATION, AND BEAMS AND SLABS
✓ DIMENSIONS OF CONCRETE MEMBERS BEING FORMED
- SOLES
1. ✓ VERIFY MATERIALS BELOW SHOULDER FOUNDATIONS ARE
ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY
✓ VERIFY EXCAVATION AND BACKFILLING TO REQUIRED DEPTH
AND HAVE REACHED PROPER MATERIAL
2. ✓ PERFORM CLASSIFICATION AND TESTING OF COMPACTED
ALL MATERIALS
✓ VERIFY USE OF PROPER MATERIALS, DENSITIES & LAY
✓ THICKNESS FOR PROPER PLACEMENT AND COMPACTION OF
COMPACTED FILL
3. ✓ PRIOR TO PLACEMENT OF COMPACTED FILL, INSPECT SUBGRADE
AND VERIFY THAT IT IS PROPERLY PREPARED

- 2. PER FOOTINGS ARE DESIGNED ACCORDING TO THE REFERENCED PROJECT GEOTECHNICAL REPORT PROVIDED BY ENGEO INCORPORATED, WITH AN ALLOWABLE SOIL BEARING CAPACITY OF 3000 TONS PER SQ. FT. OF SOIL, NEGLECTED IN DESIGN.
- 3. THE PREPARED BUILDING PLAN SHALL BE PER THE REFERENCED PROJECT GEOTECHNICAL REPORT. THE EXTENT AND DEPTH OF OVER-EXCAVATION AND THE PLACING OF CONCRETE SHALL BE SHOWN AS NOTED BY A REPRESENTATIVE OF THE GEOTECHNICAL ENGINEER OF RECORD.
- 4. FOOTINGS SHALL BEAR ON FIRM, DRY, COMPACTED "ENGINEERED FILL" PER SOIL REPORT.
- 5. OVER EXCAVATION SHALL BE BACKFILLED WITH COMPACTED FILL TO THE SOIL REPORT OR WITH LEAN CONCRETE HAVING A MINIMUM 28-DAY STRENGTH OF 3,500 PSI.
- 6. FOOTINGS MAY BE OVER-EXCAVATED AT CONTRACTOR'S OPTION FOR PLACEMENT OF LEAN WE CONCRETE TO FACILITATE THE REMOVAL OF DEBRIS AND STANDING WATER.
- 7. FOOTINGS NOT FORMED SHALL BE POURED IN HEAT EXCAVATIONS. BOTTOMS OF EXCAVATIONS SHALL BE LEVEL, WITH CHANGES IN ELEVATION ONLY AS NOTED IN THESE DRAWINGS.
- 8. SOIL SHALL BE NOTIFIED IMMEDIATELY WHERE JOB SITE CONDITIONS ARE DIFFERENT THAN THOSE SHOWN ON CONTRACT DRAWINGS.
- 9. THE STRUCTURAL ENGINEER SHALL BE NOTIFIED A MINIMUM OF 48 HOURS BEFORE THE BEGINNING OF ANY EXCAVATION.

- 1 ALL CONCRETE CONSTRUCTION SHALL CONFORM TO THE 2022 CBC AND ACI 318-19.
- 2 ALL CONCRETE SHALL BE NORMAL WEIGHT PER ACI 301 AND HAVE PROPORTIONS OF CEMENT, COARSE AND FINE AGGREGATE, WATER AND ADJUTIVES TO PRODUCE THE PROPERTIES SPECIFIED FOR EACH CONCRETE MIX TYPE PER ACI 301 ON THE BASIS OF PREVIOUS FIELD EXPERIENCE AND SUPPORTED BY PREVIOUS TEST RECORDS.

3. STRUCTURAL CONCRETE SHALL HAVE THE FOLLOWING MINIMUM PROPERTIES. REFER TO PROJECT SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

3.1 CLASS A FOR USE AT DRILLED PIER FOOTINGS
28-DAY STRENGTH, $f'_c = 3,500$ PSI
MAX AGGREGATE SIZE = 1 1/2"
MAX WATER TO CEMENT RATIO = 0.48

3.2 CLASS B FOR USE AT CONCRETE LESS THAN 8" THICK
28-DAY STRENGTH, $f'_c = 3,500$ PSI
MAX AGGREGATE SIZE = 1"

NOTE: CONCRETE TYPE CLASS B MAY BE USED IN LIEU OF CLASS A.

REQUIREMENTS:

41 PORTLAND CEMENT PER ASTM C-150 TYPE I OR II

42 COARSE AND FINE AGGREGATES PER ASTM C-33

43 REINFORCING PER ASTM A615 GRADE 60, UNO

4 4 FLY ASH PER ASTM C-618 CLASS N OR F
4 5 ADMIXTURES PER PROJECT SPECIFICATIONS

5 ALL DEBRIS SHALL BE REMOVED FROM FORMS AND FOOTING EXCAVATIONS
PRIOR TO POURING CONCRETE. NO WOOD STAKES OR FORM SPREADERS
SHALL BE PERMITTED IN CONCRETE.

6. ALL REINFORCEMENT, ANCHOR BOLTS, AND OTHER EMBEDDED ITEMS SHALL BE SECURED IN POSITION SHOWN ON DRAWINGS PRIOR TO PLACING CONCRETE.

7. FREE-FALL OF CONCRETE SHALL BE LIMITED TO 4'-0" MAX. CONCRETE SHALL NOT BE DROPPED THROUGH REINFORCING STEEL SO AS TO CAUSE SEPARATION OF AGGREGATES.

8. CONCRETE SHALL BE CONSOLIDATED BY MECHANICAL VIBRATION PER A.C.I. 308R BY AGRAND SLUICKER FOR ON SITE CONDITIONS. USE ~~REINFORCING~~

9. CONSTRUCTION JOINTS SHALL HAVE ALL LOOSE MATERIAL REMOVED AND SHALL BE INTENTIONALLY ROUGHENED TO $\frac{1}{4}$ " AMPLITUDE PRIOR TO POURING CONCRETE. CONTRACTOR SHALL SUBMIT CONSTRUCTION JOINT

10. ALL FORMWORK TO REMAIN IN PLACE FOR DURATION AS REQUIRED BY LATEST EDITION OF ACI 318

12 CONTRACTOR IS RESPONSIBLE FOR DETERMINING AND IMPLEMENTING

13. THE STRUCTURAL ENGINEER SHALL BE NOTIFIED BY THE CONTRACTOR AS TO THE APPROPRIATE CURING PROCEDURES FOR ACTUAL SITE/WEATHER CONDITIONS AND SHALL INCLUDE PROVISIONS FOR INCLEMENT WEATHER REFER TO ACI 308R.

MINIMUM OF 48 HOURS BEFORE PLACING CONCRETE

DESIGN CRITERIA:

1. PROJECT ADDRESS: TAMHOE DRIVE
MULITAS, CA 95055

2. BUILDING CODE: 2022 CALIFORNIA BUILDING CODE

3. LATERAL LOADS: RISK CATEGORY II

WIND LOADS (ASCE 7-16)

BASE WIND SPEED 90 MPH (71 MPH ASD)
EXPOSURE C

PRESSURE COEFFICIENTS

INTERNAL PRESSURE COEFFICIENT, C_{pi} = 0.18
TOPOGRAPHIC FACTOR, K_t = 1.00
WIND DIRECTIONALITY FACTOR, C_d = 0.85

VELOCITY PRESSURES

q (0°-15°) = 15.7 PSF (B.F.F.)
 q (15°-27°) = 16.4 PSF (B.F.F.)

SEISMIC LOADS (ASCE 7-16)

SITE CLASS	D-DEFAULT
SEISMIC DESIGN CATEGORY	D
IMPORTANCE FACTOR	1.00
S_s = 2.00	S_1 = 0.860
F_a = 1.00	F_v = 2.000
S_{ds} = 1.500	S_{d1} = 1.970
S_{L1} = 1.700	S_{L2} = 1.310

LATERAL SYSTEM: AMUSEMENT STRUCTURES AND MONUMENTS

R = 2.00	$C_s = \frac{S}{R(I)}$
C_t = 2.00	$= 0.870$
V (ASCE) = 0.7	$= 0.870 \times V$
V (ASCE) = 0.7	$= 0.870 \times V$
V (ASCE) = 0.7	$= 0.870 \times V$

4. GEOTECHNICAL REPORT: GEOTECHNICAL REPORT BY ENRICO INCORPORATED, REPORT NO. 27379-000-001, DATED JANUARY 3, 2025.

- 1 ALL NEW WORK SHALL CONFORM TO 2013 2427 EDITIONS OF THE CALIFORNIA BUILDING CODE WITH AMENDMENTS AND ALL OTHER APPLICABLE CODES AND REGULATIONS.
- 2 THIS SET OF STRUCTURAL DRAWINGS IS APPLICABLE ONLY TO THE LISTED PROJECT AND SITE LOCATION.
- 3 NOTES ON THIS SHEET ARE TYPICAL AND SHALL APPLY UNLESS OTHERWISE NOTED. TYPICAL DETAILS SHALL APPLY FOR ALL USES UNLESS OTHERWISE NOTED OR OTHERWISE NOTED OR OTHERWISE NOTED.
- 4 IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS, CONDITIONS, EXISTING CONDITIONS, AND ALL OTHER INFORMATION. THE CONTRACTOR SHALL REVIEW THE CONTRACT DOCUMENTS PRIOR TO CONSTRUCTION AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR OMISSIONS AS SOON AS POSSIBLE.
- 5 IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONFORM TO RELEVANT SECTIONS OF THE CALIFORNIA "CONSTRUCTION SAFETY ORDINANCES" AND ALL OTHER APPLICABLE CODES AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO COMPLY WITH THESE REQUIREMENTS.
- 6 STRUCTURAL DRAWINGS REPRESENT THE FINISHED STRUCTURE, AND DO NOT INCLUDE MEANS OR METHODS OF CONSTRUCTION, DESIGN AND CONSTRUCTION OF ALL TEMPORARY BRACING, SHORING, FORMING, ETC. REQUIRED BEHIND THE RESPONSIBILITY OF THE CONTRACTOR.
- 7 ALL CHANGES TO THE ACCESSIBILITY, FIRE LIFE SAFETY, AND STRUCTURAL PORTIONS OF THE DRAWINGS SHALL BE APPROVED BY THE AUTHORITY HAVING JURISDICTION PRIOR TO THE COMMENCEMENT OF WORK.

INSPECTION NOTES:

1. ALL TESTS AND INSPECTIONS ARE TO BE PROVIDED BY A QUALIFIED TESTING LAB OF RECORD.
2. ALL TESTS AND INSPECTIONS SHALL CONFORM TO CHAPTER 17 OF THE 2021 CBC.
3. A REPRESENTATIVE OF THE GEOTECHNICAL ENGINEER OF RECORD SHALL OBSERVE ALL FOOTING EXCAVATIONS.

STRUCTURAL SHEET INDEX:	
50 01	TYPICAL STRUCTURAL NOTES
51 01	PLAY EQUIPMENT FOUNDATION REFERENCE PLAN
54 01	FOUNDATION DETAILS

@	ARCHON BOLT
A2	AMERICAN CONCRETE INSTITUTE
ASJC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
AS	ASTM AMERICAN IRON AND STEEL INSTITUTE
APA	AMERICAN PLYWOOD ASSOCIATION
ABC	AMERICAN BRICK BUILDING SOCIETY
ASTMA	AMERICAN SOCIETY OF TESTING AND MATERIALS
ASCE	AMERICAN SOCIETY OF CIVIL ENGINEERS
B	BOTTOM OF
CS	CONCRETE BUILDING CODE
CS1	COM-FORMED STEEL
B	DIAMETER
DVWS	DRAWINGS
DSA	DIVISION OF THE STATE ARCHITECT
CS	CONCRETE
F	FACE OF
HD	HOLLOW DRIPSPRING FOR SHEET WALL DRAINAGE
HSS	HOLLOW STRUCTURAL SECTION
J	JANGLE
NK	MAGNUM
ANC	MISCELLANEOUS CHANNEL
NW	NUMBER
N75	NOT TO SCALE
R	MINIMUM OR POUNDS
HC	HO CENTER
OH	OPPOSITE HAND
PF	PERMANENTLY FASTENER
PL	PANEL LOBBY
SC	SEALANT MEMBER OF RECORD
SM1	SHEET METAL SEAM
T & B	TOP AND BOTTOM
THRU	THROUGH
T.O	TYPICAL
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
WJ	

SHEET NUMBERING

STRUCTURAL SHEETS

DRAWING TYPE

0 TYPICAL

2 PLANS

3 ELEVATIONS & SECTIONS

4 DETAILS

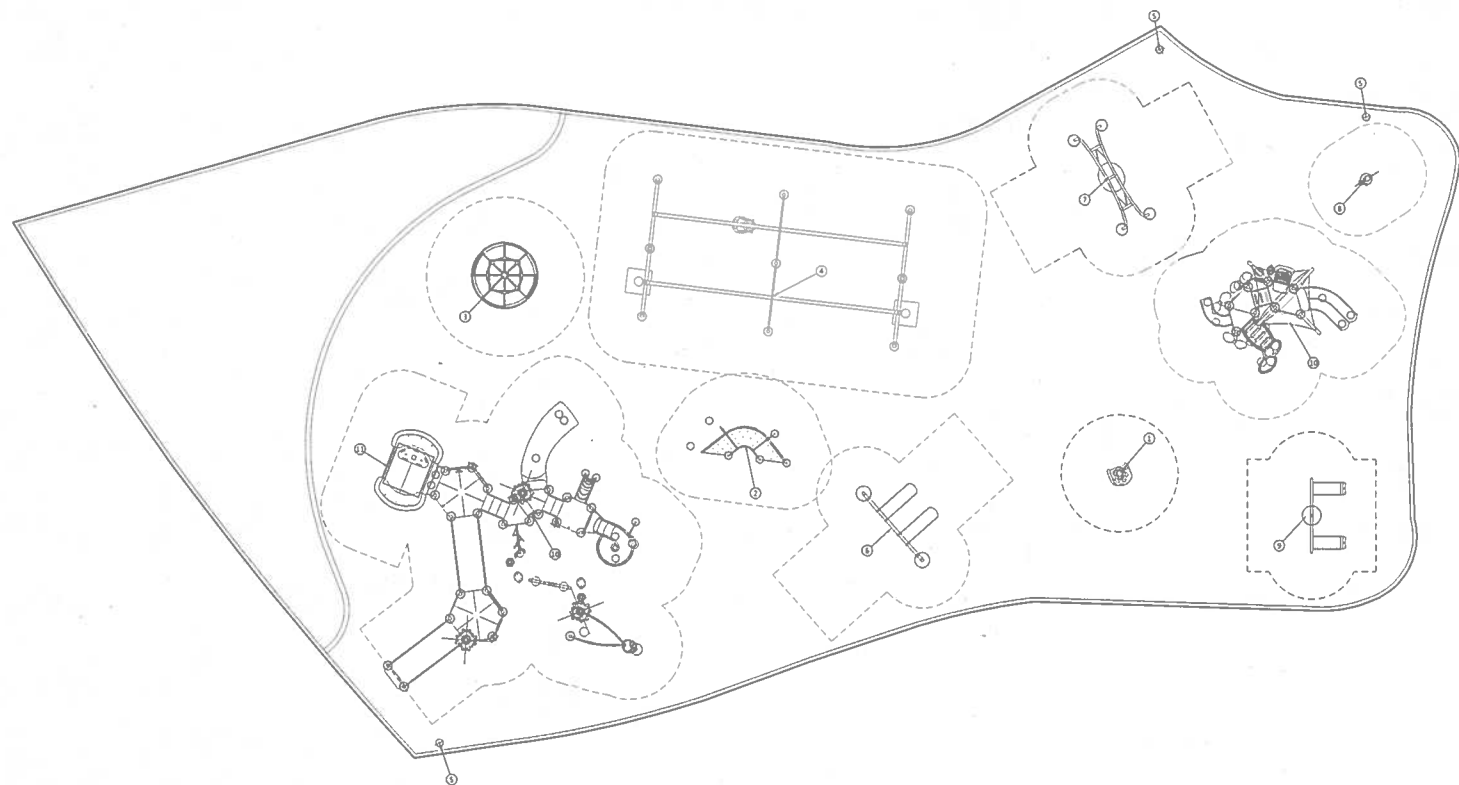
SHEET NUMBER WITHIN ABOVE DESIGNATIONS

ENGINEERED FILL

STRUCTURAL CONCRETE

GRAVEL FILL

RECOMMENDED FOR BIDDING BY: Lyhak Eam DATE: 1/15/2026
 Lyhak Eam, P.E., Public Works Division Manager - Engineering



**PLAY EQUIPMENT FOUNDATION
REFERENCE PLAN KEYNOTES:**

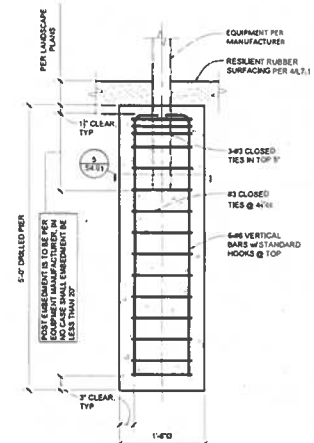
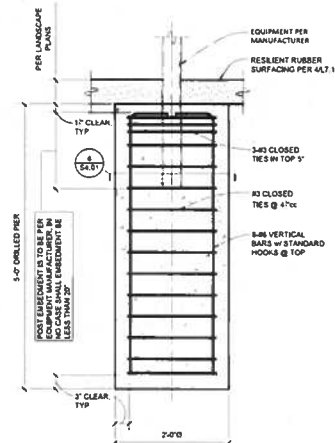
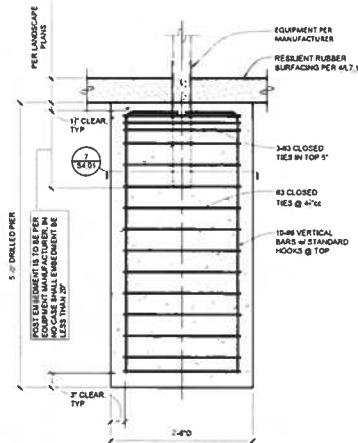
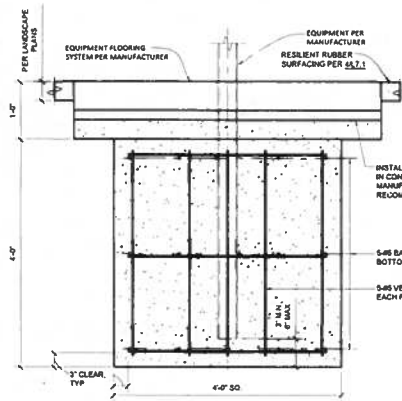
- ① COZY COCOON SPINNER - SEE 1/254.01 FOR FOUNDATION
- ② MOBBY CLIMBER - SEE 1/254.01 FOR FOUNDATION
- ③ WIGGO-ROUND CAROUSEL - SEE 1/254.01 FOR FOUNDATION
- ④ ZIPPEROZZI ZIPLINE - SEE 1/254.01 FOR FOUNDATION
- ⑤ WELCOME SIGN - SEE 1/254.01 FOR FOUNDATION
- ⑥ RIFT SWING - SEE 2/254.01 FOR FOUNDATION
- ⑦ OODLE SWING - SEE 1/254.01 FOR FOUNDATION
- ⑧ SPRING RIDER - SEE 1/254.01 FOR FOUNDATION
- ⑨ TODDLER BUCKET SWINGS - SEE 3/254.01 FOR FOUNDATION
- ⑩ PLAYGROUND STRUCTURE - SEE 2/254.01 FOR FOUNDATION
- ⑪ SWAY FUN GLIDER - SEE 8/254.01 FOR FOUNDATION

**PLAY EQUIPMENT
FOUNDATION REFERENCE PLAN**

1" = 10'



Designer Stamp: RW Engineers Inc 1000 HARBOR BLVD SUITE 7 WEST SACRAMENTO CA 95691 916.229.9345 	Record Drawings		Revisions		CITY OF MILPITAS ENGINEERING DIVISION 	CITY OF MILPITAS ENGINEERING DIVISION SINNOTT PARK PLAYGROUND RENOVATION PLAY EQUIPMENT FOUNDATION REFERENCE PLAN	PROJECT NO.																																		
	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: <u>CH</u> Date: <u>1/9/26</u> Checked By: <u>CH</u> Date: <u>1/9/26</u> Designed By: <u>CH</u> Date: <u>1/9/26</u>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Num.</th> <th style="width: 65%;">Description</th> <th style="width: 15%;">Eng. Appr.</th> <th style="width: 15%;">Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Num.	Description	Eng. Appr.	Date																													<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">RECOMMENDED FOR BIDDING BY: <u>Lynak Eam</u> DATE: <u>1/15/2026</u></td> <td style="width: 40%;">DATE: <u>1/15/2026</u></td> </tr> <tr> <td colspan="2">Lynak Eam, P.E., Public Works Division Manager - Engineering</td> </tr> </table>	RECOMMENDED FOR BIDDING BY: <u>Lynak Eam</u> DATE: <u>1/15/2026</u>	DATE: <u>1/15/2026</u>	Lynak Eam, P.E., Public Works Division Manager - Engineering		PROJECT NO. Rec. Des. No. \$1.01 SCALE: AS SHOWN SHEET 19 OF 20
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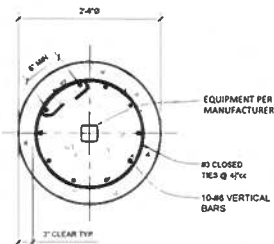
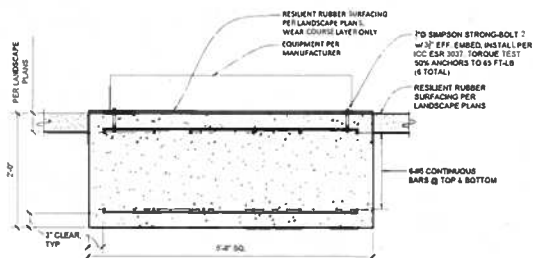


DETAIL 4
1" = 1'-0"

DETAIL 3
1" = 1'-0"

DETAIL 2
1" = 1'-0"

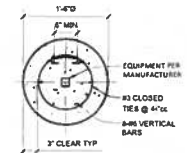
DETAIL 1
1" = 1'-0"



DETAIL 7
1" = 1'-0"



DETAIL 6
1" = 1'-0"



DETAIL 5
1" = 1'-0"

DETAIL 8
1" = 1'-0"

Designer Stamp:
RW CONSULTING
Engineers Inc
1400 HARBOR BLVD SUITE 100
WEST SACRAMENTO, CA 95811
916.228.0340
1/9/2025

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: CH Date: 1/9/25
Checked By: CH Date: 1/9/25
Designed By: CH Date: 1/9/25

Revisions

Rev.	Description	Engr. Appr.	Date



CITY OF MILPITAS ENGINEERING DIVISION

SINNOTT PARK PLAYGROUND RENOVATION

FOUNDATION DETAILS

RECOMMENDED FOR BIDDING BY: Lynet Eam DATE: 1/15/2025
Lynet Eam, P.E., Public Works Division Manager - Engineering

PROJECT NO.
Rev. Des. No.
\$4.01
SOLD:
AS SHOWN
SHEET **20** OF **20**



CITY OF MILPITAS
MILPITAS, CALIFORNIA

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR
SINNOTT PARK PLAYGROUND RENOVATION
PROJECT NO. 3471

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 Tuesday, March 3, 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 **Sinnott Park Playground Renovation Project No. 3471** (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. 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 **MANDATORY** Pre-Bid Conference is scheduled for **Thursday, February 12, 2026 at 10:00 AM** and **Tuesday, February 17, 2026 at 2:00 PM** to review the Project's existing conditions at **Sinnott Park, 1501 Clear Lake Ave, Milpitas, CA, 95035**. 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.

For questions regarding this project, contact **Reshad Osman, Assistant Engineer via email at rosman@milpitas.gov by 4:00 PM on Friday, February 20, 2026**. 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) from the Contractor's State License Board**. The Engineer's Estimate for the Sinnott Park Playground Renovation project base bid item is between **\$1,100,000 and \$1,300,000**.

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 City of Milpitas City Hall, 455 E. Calaveras Boulevard, Milpitas, CA 95035 or email at rosman@milpitas.gov, or call at (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 create an account with OpenGov Procurement to obtain the required Contract Documents if they decide to submit a bid for the Project.

Addenda, if any, issued during the bid period will be posted on OpenGov Procurement. 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 OpenGov Procurement. 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** 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 25%** 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 SINNOTT PARK PLAYGROUND RENOVATION**

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:

SINNOTT PARK PLAYGROUND RENOVATION PROJECT NO. 3471

- 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, each member of the joint venture must include the required licensing information.

(SIGNATURES CONTINUED ON NEXT PAGE)

J The undersigned that the representations made herein herein are true and correct and all of the information submitted in connection with this Bid are made under penalty of perjury under the laws of the State of California.

Executed at _____, on this ____ day of _____, ____.

(Bidder's Name – Print or Type)

(Corporate Seal)

(Name and Title)

(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	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	TOTAL ITEM PRICE
1.	Mobilization/Demobilization (5%)	LS	1		
2.	Site Preparation – Temporary Construction Fencing, Tree Protection, and Traffic Control	LS	1		
3.	Storm Water Pollution Control + Erosion Control	LS	1		
4.	Sheeting, Shoring, and Bracing or Equivalent Method	LS	1		
5.	Demolition	LS	1		
6.	Earthwork – Rough Grading, Fine Grading, Imported Soil	LS	1		
7.	Storm Drainage Improvements	LS	1		
8.	Resilient Rubber Surfacing over Class 2 Permeable Rock	LS	1		
9.	Concrete Improvements	LS	1		
10.	Play Area Fence and Gate	LS	1		
11.	Decomposed Granite Paving and Header Broad	LS	1		
12.	Playground Equipment	LS	1		
13.	Site Furnishings	LS	1		
14.	Irrigation System and Planting	LS	1		
15.	90-days Maintenance Period	LS	1		
TOTAL BASE BID PRICE					

Bidders must provide pricing for every bid item. The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Total Item Price set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Price" column, then the amount set forth in the "Item Price" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

If the Contract Documents specify Alternate Bid items, the following Alternate Bid amounts shall be added to or deducted from the Total Bid Price entered above (please check the appropriate box), in the City's sole discretion. The City can choose to include any, all, or none of the Alternate Bid items in the Work. If the City selects any of the Alternate Bid items, the corresponding Alternate Bid prices shall be added to or deducted from Base Bid Price for the Work. The City can award/select Alternate Bid items at any time(s).

ALTERNATE BIDS	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL ITEM PRICE

1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

As stated in the Instructions to Bidders, Bidder is required to complete at least **25%** of the contract value with its own forces. Bidder shall indicate the value of each subcontractor's work and the sum may not exceed the allowable amount.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of the Work

(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: _____

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 **SINNOTT PARK PLAYGROUND RENOVATION**, Project No. 3471.

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)

- " Partner(s) " Limited
- " General

- " Attorney-In-Fact
- " Trustee(s)
- " Guardian/Conservator
- " Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

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 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:

SINNOTT PARK PLAYGROUND RENOVATION PROJECT NO. 3471

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 **210 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

[INSERT NAME OF CONTRACTOR]

By _____
Jared Hernandez
Acting City Manager

By: _____

Its: _____

Printed
Name: _____

Date

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

APPROVED AS TO FORM:

By: _____
Christopher Creech
Acting City Attorney

APPROVED:

By: _____
Luz Cofresi-Howe
Finance Director/Risk Manager

APPROVED AS TO CONTENT:

By: _____
Christian Di Renzo
Public Works Director

END OF CONTRACT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- " Individual
- " Corporate Officer

Title(s)

- " Partner(s) " Limited
- " General

- " Attorney-In-Fact
- " Trustee(s)
- " Guardian/Conservator
- " Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

00 61 13 – BOND FORMS

1.1 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.

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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STATE OF CALIFORNIA

COUNTY OF _____

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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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WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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Number of Pages

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 " 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 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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

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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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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" Corporate Officer

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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 the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

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00 72 13 – GENERAL CONDITIONS

ARTICLE 1 DEFINED TERMS

Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

- 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, 2023 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, 2023 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
Lincoln's Birthday -- February 12
President's Day -- Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving
Christmas Eve -- December 24
Christmas Day - December 25

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

- EE. Notice of Award -- The written notice by the City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the City will sign and deliver the Contract.

- 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 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 do 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, its 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. Contractor's 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:

1. Landscape Architect: Marie Mai; Callander Associates
2. Civil Engineer: Eric Biland; Freyer & Laureta, Inc.
3. Surveyor: Normann Bumatay; Sandis
4. Geotechnical Engineer: Jeanine Ruffoni; Engeo
5. Structural Engineer: Greg Richards; RW Consulting Engineers, Inc.

1.2 Location of the Project.

A The general location of the Project is shown on Sheet No. L0.0 of the drawing set.

1.3 Status of the Project Area and Rights-of-Way.

- A City, at its expense, will provide all rights-of-way or permits, or both, covering the crossing of private property and public and private rights-of-way necessary for the permanent Work; provided, however, Contractor shall, at its expense, obtain any bonds or insurance policies or pay any fees and enter into any agreements required by a controlling authority, e.g., Caltrans or Southern Pacific Railroad Company, before Contractor enters upon any property or right-of-way under the jurisdiction of any such controlling authority for the purpose of performing Work.
- B City has acquired or is negotiating to acquire any rights-of-way, or both, necessary for the permanent Work.
- C If such permits are required, all operations of Contractor shall conform to the restrictions, regulations, and requirements set forth in said permits, copies of which will be included in the Contract Documents.
- D Contractor may be required, as a condition for receiving final payment, to obtain, and provide City's Representative with copies of, executed damage releases from the owners of public and private property whose property has been damaged by the Work. The damage releases will be on a form provided by City.
- E Contractor shall, also, as a condition for receiving final payment, obtain, and provide City's Representative with copies of, executed damage releases from the owners of certain public and private property or areas which have been crossed by the Work or otherwise affected by the Work. The damage releases will be on a form provided by City.

1.4 Site Data.

- A Technical Specifications - Attachments: Sinnott Park Playground Geotechnical Exploration (December 2, 2025)

- B Technical Specifications – Attachments: Sinnott Park Playground Equipment Anchorage (December 5, 2025)

1.5 Pre-Purchased or Pre-Negotiated Material.

[NOT USED.]

1.6 Designation of City's Representative.

- A Unless otherwise modified by City, City's Representative shall be Michael Silveira, P.E., City Engineer.

1.7 Project Retention

In accordance with Public Contract Code § 7201, City will withhold 5% of each progress payment as retention on the Project.

1.8 Liquidated Damages Due to Contractor Delay.

- A Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, City will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code section 53069.85, City shall therefore be entitled to **\$4,200** per Day as liquidated damages for each Day or part thereof that actual completion extends beyond the time specified.
- B Liquidated damages may be deducted from progress payments due to Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent City, in case of Contractor's default, from terminating the Contractor.

1.9 Utility Outages – Notices to Residents.

- A Should Contractor's operations require interruption of any utility service, Contractor shall notify City at least ten (10) Days prior to the scheduled outage. Contractor will notify all impacted residents on a form provided by City at least seven (7) Days prior to the scheduled outage.
- B Contractor shall be responsible for providing, at its cost, any temporary utility or facilities necessitated by the utility outage.

1.10 Site Constraints.

- A The park entrances are located within residential area with limited street parking, and the available staging area will be limited. At the City's discretion, the contractor may be allowed to use a portion of the street parking for staging purposes.

1.11 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.

1.12 Coordination with Other Contractors.

- A In addition to the Contract requirements relating to other work at the Site, City anticipates that other contractors will be performing work within the Site. Specifically:
 - City Public Works Staff
- B City has considered these other contractors when determining the Contract Times and no additional time or compensation will be added to the Contract due to these other contractors.

END OF SPECIAL CONDITIONS

01 00 00 – GENERAL REQUIREMENTS

PART 1 GENERAL

0. DESCRIPTION

- A. The project generally includes, but is not limited to the following: demolition, grading and drainage, planting, irrigation, fencing, play equipment, play area safety surfacing (rubber surfacing), decomposed granite pavement, site furnishings, and other miscellaneous work in accordance with these plans and specifications.

PART 2 (NOT USED)

PART 3 EXECUTION

0. 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

- 1. Accuracy. Degree of accuracy shall be an order high enough to satisfy tolerances specified for the Work and the following:

- (a) Right-of-way and alignment of tangents and curves shall be within 0.1 foot.

- (b) Structure points shall be set within 0.01 foot, except where operational function of the special features or installation of metalwork and equipment require closer tolerances. When formwork has been placed and is ready for concrete, the Contractor shall check the formwork for conformance with the drawings and to ensure that the forms are sufficiently within the tolerance limits for the completed work.
 - (c) Cross-section points shall be located within 0.1 foot, horizontally and vertically.
 - (d) Aerial Mapping shall meet National Mapping Standards for 2-foot contour intervals.
- D. Records. Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded on electronic data collectors or in standard field books and must be of sufficient quality to enable the Contractor to prepare accurate record drawings as required by the Contract Documents.
- E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required for surveys for the layout of work and quantity surveys shall be included in the Schedule of Pay Items for items of work requiring the surveys. No additional compensation shall be made to the Contractor for this Work.

1. 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.

2. 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. 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:
 - 1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
 - 2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3. Deliver materials to the Project site over a route designated by the Engineer.

4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
 5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
 6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the City, at no cost to the City.
 7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.
 8. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
 9. At the completion of work each day, leave the Project site in a clean, safe condition.
 10. Comply with any approved stage construction and traffic control plans. Access to residences and businesses shall be maintained at all times, unless otherwise permitted in writing by the City.
 11. Cover and or protect work and project site as may be required to prevent or mitigate schedule delay and to allow work to proceed during wet weather or wet conditions.
- D. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefore.
- E. Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or 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.

4. SITE CONDITIONS SURVEYS

A. Work Included.

Contractor shall conduct thorough pre-construction and post-construction site condition surveys of the entire project area. Site Conditions surveys shall include written documentation of the conditions found, as well as photographs and video recordings of the area within at least 80 feet of any construction area and staging area. The written notes, photographs, and video shall be suitable for forensic purposes to resolve any damage claims that may arise as a result of construction.

B. Submittals.

1. Written documentation of site condition survey at pre-construction and post-construction.
2. Photographs as described herein of pre-construction and post-construction conditions.
3. Video recordings as described herein of pre-construction and post-construction conditions.
4. Submittals shall be made within three days of the surveys. All post-construction data shall be submitted prior to the final project inspection.

C. Site Condition Written Documentation.

Written documentation shall include the time, date, and conditions under which the site survey was made. The documentation shall note the condition of structures, pavement, sidewalks, utilities, fences, and etc. within the work areas.

D. Photographs & Video Recording.

1. General – Prior to starting Work, Contractor shall provide a video recording of the project site. Contractor 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.
2. The photographs shall document existing damage to public and private facilities, both prior to and after construction. Conditions to be documented include, but are not limited to: sidewalk cracks, broken curbs, separated property walls, improvements within public right-of-ways, access roads used, utility covers and markings, signs, pavement striping, pavement, unique or unusual conditions, adjacent driveways, landscaping, survey markers, and any feature directed by the Engineer. Private property that is adjacent to the public right-of-way shall be documented to the extent visible from the public right-of-way.

3. Photographs shall include items to indicate scale, as needed. In particular, scales or other items shall be laid next to close ups of structural cracks and other damaged areas being recorded. Scaling shall also be used to document elevation differences, as needed.
4. One set of color prints and the preconstruction site video shall be submitted. Additional sets shall be available for reviewing in settling any construction disputes. A set of photos shall also be furnished in electronic format. The resolution shall be at least equal to 7 mega-pixels. All photos shall be documented as to time and date taken, photographer, project number, location, and orientation. Documentation shall include a brief description of objects photographed.

E. Video Recording.

1. Video recordings shall document the conditions of the entire area affected by construction, as well as nearby structures and facilities. The general documentation requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.
2. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.
3. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.
4. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.
5. The Engineer shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected.
6. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted on standard DVDs in a standard format.

F. Timing.

Contractor shall provide written notice of the time scheduled for the site conditions survey and the place it is to begin. Contractor shall obtain the Engineer's concurrence prior to beginning the condition survey. The Engineer reserves the right to cancel the survey due to weather conditions or other problems. Videoing shall be done during times of good visibility and no videoing or photography shall be done during periods of visible precipitation or when standing water obscures pavement. Contractor shall provide the Engineer with an opportunity to have a representative present when taking the photos and provide guidance during photographing.

G. Site Surveyor.

The site condition surveyor(s) shall be experienced in construction and potential damage concerns. The site condition surveyor(s) shall be familiar with the photography and video equipment being used.

H. Field Quality Control.

Prior to submitting videos and photographs, the Contractor shall spot check the photos and videos in the field to insure they accurately reflect the actual conditions and to insure they are correctly labeled.

I. Soils Compaction Testing.

1. All soils compaction testing will be done by a licensed geotechnical engineer furnished by the City. Soils compaction testing will be done for all footings and foundations prior to placement of rebar or concrete.
2. For pipeline construction, soil compaction testing will be done at 100-foot intervals or as ordered by the project soils/geotechnical report at the bottom of the trench prior to placement of pipe bedding; at the top of the pipe bedding above the pipe; every two vertical feet of trench backfill or as otherwise ordered by the project soils/geotechnical report; at the top of the trench backfill, which could be the bottom of the pavement section; and at the top of the aggregate base prior to pavement construction.

5. SUBMITTAL REQUIREMENTS FOR MANUALS AND RECORD DRAWINGS

A. General. The Contractor shall furnish all materials and perform all Work required for furnishing submittals to City in accordance with Contract Documents. The Contractor shall submit Project Record Drawings, Technical Manual, Spare Parts, and other required items within 5 days following completion of project construction, and prior to Contractors request for Project Acceptance.

B. Technical Manuals.

1. The Contractor shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by City's operation and maintenance staff.
2. The Technical Manual shall be subdivided first by specification section number; second, by equipment item; and last, by "Category." The Contractor shall furnish to City four (4) identical Technical Manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.

C. Spare Parts List. The Contractor shall furnish to City six (6) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare

parts list shall include those spare parts which each manufacturer recommends be maintained by City in inventory. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to assist City in ordering. The Contractor shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring binder.

D. Record Drawings

1. The Contractor shall maintain one record set of Drawings at the Site. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.
2. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations.
3. Record drawings shall be accessible to City's Representative at all times during the construction period. The record drawings shall be kept up to date and will be checked by the City prior to each progress payment. Failure on the Contractor's part to keep record drawings current could result in withholding partial payment.
4. Upon Completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to City's Representative. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to City, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.

- E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Manuals and Record 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.

6. MATERIALS

A. Materials to be Furnished by the Contractor

1. Inspection of Materials. Materials furnished by the Contractor which will become a part of the Project shall be subject to inspection at any one or more of the following locations, as determined by City's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Contractor shall submit to City's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.
2. No later than fourteen (14) Days prior to manufacture of material, Contractor shall inform City's Representative, in writing, the date the material is to be manufactured.
3. Contractors Obligations. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Contractor will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to City's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to accommodate City's testing efforts, including any travel required by Contractor's forces, shall be included in Contractor's bid and distributed in the Schedule of Pay Items related to the materials requiring testing. No additional compensation shall be made to the Contractor for this Work.

7. LOCAL CONDITIONS AND REQUIREMENTS

A. Access to Work and Haul Routes

1. General. All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor. Contractors anticipated Haul Routes shall be in compliance with the City's approved Truck Routes available from the Engineer.
2. Access, Damage, Restoration. The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements, and other limitations that affect or may affect transportation and ingress or egress at the Site.
3. The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads

shall be restored to their original condition. Prior to using any road for access to the Site, the Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to City's Representative.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.
- B. Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Engineer to perform in a safe and satisfactory manner the Work required by the contract.
- C. Construction Water.
1. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.
 2. Construction recycled water will be made available to the contractor from one of three fill locations within the city limits. If there is a need for construction recycled water during construction, the contractor shall apply for a city construction recycled water meter at the city hall finance counter prior to the beginning of work. A security deposit of \$2,000 is required for the construction water meter from which the meter rental fee and cost of water will be deducted. If the rental fee and the water costs exceed the \$2,000.00 deposited, an invoice will be issued to the contractor for payment.
 3. Construction potable water will only be made available to the contractor if it can be demonstrated that recycled water cannot be used for the construction activities. potable water will be made available from existing city fire hydrant(s) nearest the proposed construction site as approved by the engineer, or by such other means as may be expressly approved in writing by the engineer. If there is a need for water during construction, the contractor shall apply for a city construction water meter at the city hall finance counter prior to the beginning of work. a security deposit of \$2,000 is required for the construction water meter from which the meter rental fee and cost of water will be deducted. If the rental fee and the water costs exceed the \$2,000.00 deposited, an invoice will be issued to the contractor for payment.
 4. All required water, all work and materials required for obtaining, pumping, transporting and applying and otherwise disposing of said water shall be in an approved manner and shall be performed by, and at the expense of the contractor and no extra or separate compensation will be made thereof.

D. Operation of Existing Water Facilities

1. The Contractor shall not operate any of the existing water systems, including pumps, motors, valves, and hydrants, but shall contact the City two (2) working days in advance with a list and location of the water system facilities that will require operating, opening, stopping, or closure by the City.
2. At the option of the Engineer, the Contractor may be permitted to operate valves for the purpose of making connections to existing mains. The City will perform all notification to existing customers regarding temporary loss of service.
3. Contractor shall submit a request on City's standard form for any shut-down of existing water facilities.

E. Construction at Existing Utilities

1. General. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodations to maintain, all utilities.
2. Permission, Notice and Liability. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the City Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify City as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Traffic Control

1. General. Contractor shall abide by traffic control plans approved by the City.
2. Protections. Roads subject to interference by the Work shall be kept open or suitable temporary passages through the Work shall be provided and maintained by the Contractor. The Contractor shall provide, erect, and

maintain all necessary barricades, suitable and sufficient flasher lights, flag persons, danger signals, and signs, and shall take all necessary precautions for the protection of the Work and the safety of the public. No construction work along public or private roads may proceed until the Contractor has proper barricades, flasher lights, flag persons, signals, and signs in place at the construction site.

3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

G. Cleaning Up

1. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Contractor shall also clean all asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment, including all USA markings. The use of water, resulting in mud on streets, will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the duration of the project, and/or use of temporary hoses and pipelines to convey water.
2. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the City may do so and the cost of such clean up shall be charged back to the Contractor.

8. ENVIRONMENTAL QUALITY PROTECTION

A. Environmental Conditions

1. Contractor must comply with all applicable environmental laws, Project conditions, and constraints.
2. 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

1. General. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.
2. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours.

3. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

C. Protected Species

1. General. If, in the performance of the Work, evidence of the possible occurrence of any State or Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to City within 2 Days.
2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal.

If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any City directed changes to the Work as a result of a siting will be pursuant to the Contract Documents.

3. False Siting. Any costs or delays incurred by City or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

D. Preservation of Historical and Archeological Resources

1. General. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor notify the Construction/Archeological Monitor and/or the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the Construction/Archeological Monitor and/or City within 2 Days.

2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource.

If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the City Representative and the Construction/Archeological Monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any City directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents.

3. Contractor's Liability. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify City pursuant to the Contract Documents.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

E. Dust and Pollution Control

1. Contractor shall provide all necessary material, equipment and labor to prevent and control the emission of dust and any other potential pollutant on site. Contractor shall remove construction caused debris from streets and sidewalks as directed by the Engineer.
2. Contractor shall not discharge into the atmosphere from any source smoke, dust or other air contaminants in violation of the law, rules, and regulations of the governing agency.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Management of Storm, Surface and Other Waters

1. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such waters in conjunction with the Project, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
2. The Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to the San Francisco Bay Regional Water Quality Control Board Order No. R2-2015-0049 (NPDES Permit No. CAS 612008), and State Water Resources Control Board Order No. 2010-0014-DWQ, Order No. 2009-0009-DWQ, and Order No. 2012-0006-DWQ, and any amendment or renewal thereof ("Construction General Permit"). Contractor must perform all construction operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.
3. Compliance with Construction General Permit. Contractor must comply with all aspects of the Construction General Permit, State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, as amended by Order Nos. 2010-0014-DWQ and 2012-0006-DWQ, and any amendment or renewal thereof (NPDES CAS000002), for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common plan of development or sale.
 - (a) Permit registration. Unless otherwise specified in the Special Conditions, Contractor must prepare the Notice of Intent for coverage under the Construction General Permit and all Permit Registration Documents (PRDs), including but not limited to the Storm Water Pollution Prevention Plan (SWPPP), as those terms are defined in the Construction General Permit. Contractor must coordinate submittal of all PRDs with the City's Legally Responsible Person and/or Authorized Signatory, as those terms are defined in the Construction General Permit. The Contractor must submit the PRDs, including the SWPPP to the City Representative for review

not less than fifteen (15) Days prior to the start of on- site construction work. City will file the Notice of Intent and PRDs and pay the filing fee.

- (b) Before any Construction General Permit related documents may be submitted to the State Board or implemented on the Project site, they must first be reviewed and accepted by City. Acceptance by the City does not relieve the Contractor from ensuring such documents comply with all lawsapplicable laws, regulations, and orders.
- (c) Contractor must ensure that the SWPPP is developed by a Qualified SWPPP Developer and implemented by a Qualified SWPPP Practitioner as those terms are defined in the Permit. Contractor must implement the SWPPP and all other provisions of the Construction General Permit, including the monitoring and reporting requirements, preparing and submitting all reports, plans, inspections, and monitoring information in compliance with the Construction General Permit. The SWPPP must include industry standard requirements for water quality control including but not be limited to the following:
 - (1) Sediment and erosion control measures to manage sediment and erosion including vegetative practices, structural control, silt fences, straw dikes, sediment controls or operator controls as appropriate.Storm water management measures shall be instituted as required, including velocity dissipaters, and solid waste controls shall address controls for building materials and offsite tracking of sediment.
 - (2) Wastewater and storm water management controls to divert offsite surface flows around the Project site and to divert surface flows within the Project area away from areas of open earth or stockpiles of building and other materials. Wastewater from general construction activities, such as drain water collection, aggregate processing, concrete batching, drilling, grouting, or other construction operations, shall not enter flowing or dry watercourses without having met the authorized non-storm water discharge requirements listed in State Board Water Quality Order No. 2009-0009-DWQ, Section III.C., including proper notification to the Regional Water Board.
 - (3) Pollution prevention measures including methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials which include prevention measures to control silting and erosion, and which will intercept and settle any runoff of sediment-laden waters.

- (4) Turbidity prevention measures for prevention of excess turbidity including, but are not restricted to, intercepting ditches, settling ponds, gravel filter entrapment dikes, flocculating processes, recirculation, combinations thereof, or other approved methods that are not harmful to aquatic life. All such wastewaters discharged into surface waters, shall contain the least concentration of settleable material possible, and shall meet all conditions of section 402, the National Pollutant Discharge Elimination System (NPDES) permit.
 - (5) Overall construction site management measures to address changes at the Project site as the Project moves through different phases and changes that account for rainy and dry season management practices.
 - (6) Pollution control measures and construction activity methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.
 - (7) Control measures for stockpiled or deposited materials prohibiting the stockpile or deposit of excavated materials, or other construction materials, near or on stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can, in any way, encroach upon the watercourse.
 - (8) Develop and implement a Rain Event Action Plan (REAP), if required, that must be designed and implemented to protect all exposed portions of the site 48 hours prior to any likely precipitation event.
 - (9) Monitoring, reporting and record keeping, as necessary to achieve compliance with applicable Permit requirements, including but not limited to annual reports and rain event reports.
- (d) City retains the right to procure and maintain coverage under the Construction General Permit for the Project site if the Contractor fails to draft a SWPPP or other Construction General Permit related document, or fails to proceed in a manner that is satisfactory to City. City reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with

the Construction General Permit shall be City's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Construction General Permit, any costs or fines incurred by City in implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.

4. For those Work sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Construction General Permit, the Contractor shall be responsible for preparing and implementing construction industry best management practices to eliminate or reduce the discharge of pollutants from construction sites, such as the best management practices set forth in the CASQA Construction BMP Handbook.
5. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, district, drainage district, flood control district, and other local agencies regarding discharges of storm water, surface water, groundwater or other nuisance waters off of the Project site.
6. Contractor violations.
 - (a) Failure to implement the SWPPP or otherwise comply with the Construction General Permit or local state and federal laws is a violation of this Contract. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify, defend – with counsel acceptable to the City – and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.
 - (b) City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any enforcement action and/or settlement reached between the City and any relevant enforcement entity.
 - (c) City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the the laws, regulations and policies described in this Article, or any other relevant water quality law, regulation, order, or policy.

- (d) If noncompliance with any relevant law, regulation or permit, order, or policy occurs, the Contractor shall report this to the City Representative immediately, with the specific information submitted in writing within 2 Days. Consistent violations of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in City stopping all site activity until compliance is ensured. The Contractor shall not be entitled to any change in Contract Price or Contract Times, claim for damage, or additional compensation by reason of such a work stoppage. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.

7. Oil storage tanks management.

- (a) Storage tank placement. All oil or other petroleum product (hereinafter referred to collectively as oil) storage tanks shall be placed at least 20 feet from streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source.
- (b) Storage area dikes. Storage areas shall be diked at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity of all tanks and/or containers located within each area, plus a sufficient amount of freeboard to contain the 25-year rainstorm.
- (c) Diked area barriers. Diked areas shall have an impermeable barrier at least 10 mils thick. Areas used for refueling operations shall have an impermeable liner at least 10 mils thick buried under 2 to 4 inches of soil.
- (d) Spill Prevention Control and Countermeasure Plan (SPCC). Where the location of a construction site is such that oil from an accidental spillage could reasonably be expected to enter into or upon the navigable waters of the United States or adjoining shorelines, and the aggregate storage of oil at the site is over 1,320 gallons or a single container has a capacity in excess of 660 gallons, the Contractor shall prepare an SPCC Plan. The Contractor shall submit the SPCC Plan to the Engineer at least 30 days prior to delivery or storage of oil at the site. The Plan must have been reviewed and certified by a registered professional engineer in accordance with 40 C.F.R., part 112

8. Underground tank prohibition. The Contractor shall not use underground storage tanks.

9. Construction safety standards. The Contractor shall comply with the sanitation and potable water requirements of Section 7 of United States Bureau of Reclamation's publication "Reclamation Safety And Health Standards."

10. Other Permits.
 - (a) Other permits applicable to the Project are listed in the Special Conditions. The Contractor shall obtain all other necessary licenses and permits.
 - (b) Monitoring. The Contractor is required to conduct monitoring in order to meet the requirements of the permits, which may include sampling, testing and inspections.
 - (c) Recordkeeping. The Contractor shall retain all records and data required by the permits for the time specified in the contract.
11. Cost. Except as specified herein, the cost of complying with this section shall be included in the Schedule of Pay Items for work which necessitate the water pollution prevention measures required by this paragraph.

END OF GENERAL REQUIREMENTS

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 identify 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 00 00 "General Requirements," 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 00 00, “General Requirements,” 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 00 72 13, “General Conditions”) 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 price paid for “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 the project sites, erosion control, submittals, administration, final clean up as shown on the Contract Drawing and specified herein. No separate payment shall be made. The total lump sum shall not exceed 5% of the total Base Bid.
2. **Site Preparation – Temporary Construction Fencing, Tree Protection, and Traffic Control:** The contract lump sum price paid for “Site Preparation – Temporary Construction Fencing, Tree Protection, and Traffic Control” shall include full compensation for furnishing all labor, materials, tools, equipment and incidental for all work involved including, but not limited to, staking, flagging, placing markers, temporary construction fencing, preparation and implementation of traffic control plan, signage, flaggers, delineators, notice boards, barricades, and notification flyers as shown on the Contract Drawings and specified herein. No separate payment shall be made.
3. **Storm Water Pollution Control + Erosion Control:** The contract lump sum price paid for “Storm Water Pollution Control + Erosion 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 maintenance of the erosion control measure, installation of storm drain inlet protection, fiber roll, construction entrance, silt fence, construction fencing, straw wattles, storm drain inlet protection, dust control, and sediment control as shown on the Contract Drawings and specified herein. No separate payment shall be made.
4. **Sheeting, Shoring, and Bracing or Equivalent Method:** The contract lump sum price paid for “Sheeting, Shoring, and Bracing or Equivalent Method” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved

including, but not limited to, Sheeting, Shoring, Bracing, and permitting to ensure compliance with all laws and regulations as shown on the Contract Drawings and specified herein. No separate payment shall be made.

5. **Demolition:** The contract lump sum price paid for “Demolition” shall include full compensation for furnishing all labor, materials, tools, equipment and incidental for all work involved including, but not limited to, demolition, removal of existing play structures, sand surfacing, concrete curb, DG surface, and utilities to be replaced as shown on the Contract Drawings and specified herein. No separate payment shall be made.
6. **Earthwork – Rough Grading, Fine Grading, Imported Soil:** The contract lump sum price paid for “Earthwork – Rough Grading, Fine Grading, Imported Soil” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidental for all work involved including, but not limited to, removal and offhualing of vegetation and debris, rough grading, fine grading, hauling engineered fill, soil placement, and compaction as shown on the Contract Drawings and specified herein. No separate payment shall be made.
7. **Storm Drainage Improvements:** The contract lump sum price paid for “Storm Drainage Improvements” shall include full compensation for furnishing all labor, materials, tools, equipment and incidental for all work involved including, but not limited to, sawcutting, trenching and backfilling, off-hauling, plating, installation of 4” & 6” perforated pipe and fittings, 4” & 6” solid pipe and fittings, disinfection and pressure testing, thrust blocks, anchorage, tracer wire, mastic plastic tape, corrosion protection, concrete cap, pavement restoration, setting the catch basin with pipe connections, setting and securing the junction box, running and connecting the wires through the box, cutting into the main line and connecting the cleanout pipe, sealing connections, installing the cover and testing the line as shown on the Contract Drawings and specified herein. No separate payment shall be made.
8. **Resilient Rubber Surfacing over Class 2 Permeable Rock:** The contract lump sum price paid for “Resilient Rubber Surfacing over Class 2 Permeable Rock” shall include full compensation for furnishing all labor, materials, tools, equipment and incidental for all work involved including, but not limited to, rolling and densifying class 2 permeable aggregate base, pouring and placing cushion course layer, and pouring and placing rubber surfacing wear course as shown on the Contract Drawings and specified herein. No separate payment shall be made.
9. **Concrete Improvements:** The contract lump sum price paid for “Concrete Improvements” shall include full compensation for furnishing all labor, materials, tools, equipment and incidental for all work involved including, but not limited to, saw-cutting, removing and replacing existing concrete from joint to joint, installation of aggregate

base, doweling into existing curb or sidewalk, compaction, forming, concrete pouring, and placement of asphalt concrete plug as shown on the Contract Drawings and specified herein. No separate payment shall be made.

10. **Play Area Fence and Gate:** The contract lump sum price paid for “Play Area Fence and Gate” shall include full compensation for furnishing all labor, materials, tools, equipment and incidental for all work involved including, but not limited to, installation of playground fences and gate as shown on the Contract Drawings and specified herein. No separate payment shall be made.
11. **Decomposed Granite Pavement and Headerboard:** The contract lump sum price paid for “Decomposed Granite Pavement” shall include full compensation for furnishing all labor, materials, tools, equipment and incidental for all work involved including, but not limited to, excavating, installing aggregate base layer, compacting, laying and wetting base and DG layers, staking, laying and shaping headerboard as shown on the Contract Drawings and specified herein. No separate payment shall be made.
12. **Playground Equipment:** The contract lump sum price paid for “Playground Equipment” shall include full compensation for furnishing all labor, materials, tools, equipment and incidental for all work involved including, but not limited to, installation of the playground equipment and its footing as shown on the Contract Drawings and specified herein. No separate payment shall be made.
13. **Site Furnishings:** The contract unit price paid per each unit for “Site Furnishings” shall include full compensation for furnishing all labor, materials, tools, equipment and incidental for all work involved including, but not limited to, installation of trash receptacles, park benches and its associated concrete pad/footing as shown on the Contract Drawings and specified herein. No separate payment shall be made.
14. **Irrigation System and Planting:** The contract lump sum price paid for “Irrigation System” shall include full compensation for furnishing all labor, materials, tools, equipment and incidental for all work involved including, but not limited to, sawcutting, trenching and backfilling, off-hauling, plating, installation of 2” irrigation mainline class 315 and fittings, installation of remote control valve, quick coupler valve, gate valve, disinfection and pressure testing, thrust blocks, anchorage, tracer wire, mastic plastic tape, corrosion protection, concrete cap, installation of tree bubbler, shrub spray irrigation, pavement restoration, excavation and grading to meet original grade, backfilling with clean, pulverized top soil to level of adjacent grade, planting shrubs, planting trees, placing mulch, staking, and protection as shown on the Contract Drawings and specified herein. No separate payment shall be made.

15. **90-days Maintenance Period:** The “90-days Maintenance Period” includes full compensation for furnishing all labor, materials, tools, equipment and incidental for all work involved including, but not limited to, ensuring maintenance and repairing minor defects and issues at no additional cost to the City as shown on the Contract Drawings and specified herein. No separate payment shall be made.

END OF MEASUREMENT AND PAYMENT

TECHNICAL SPECIFICATIONS

Technical Specifications
Sinnott Park Playground Renovation
Bid Submittal
1/9/26

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ATTACHMENTS:

GEOTECHNICAL REPORT
PLAY EQUIPMENT FOUNDATION STRUCTURAL CALCULATIONS

SECTION 00 01 07 SIGNATURES PAGE

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1/12/2026

SECTION 01 57 13 STORM WATER POLLUTION PREVENTION

PART 1 – GENERAL

(See also General Conditions, Special Conditions, and General Requirements)

1.1 SCOPE

- A. Perform all storm water pollution prevention measures and furnish 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. Temporary construction entrance
 - 7. Storm drain inlet protection
 - 8. Fiber rolls
- B. Related work specified elsewhere:
 - 1. Demolition – Section 02 41 13
 - 2. Earthwork and Grading – Section 31 22 00
 - 3. Site Drainage Utilities – Section 33 40 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 without treatment is NOT permitted.

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 sand bags.
 - a. Dust Control: Dust control shall be in accordance with Section 10-5, "Dust Control" of the Department of Transportation (Caltrans), Standard Specifications (DTSS), 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) GreenWaste Zanker Resource Recovery Facility, 675 and 705 Los Esteros Rd, San Jose, CA 95134, (408) 263-2384.
 - 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/County 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 Divisions 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/County 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, sand bags, 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 follow Section 1.3B, 4b below.
- b. If the project is within an area of known soil contamination or evidence of 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.

6. 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 Demolition And Erosion Control Plan.

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION 01 57 13

SECTION 02 41 13 DEMOLITION

PART 1 – GENERAL

(See also General Conditions, Special Conditions, and General Requirements)

1.1 SCOPE

- A. Perform all demolition activities as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Clearing and grubbing
 - 2. Aggregate surfacing and headerboard removal
 - 3. Play equipment removal
 - 4. Play area curb removal
 - 5. Sand surfacing removal
 - 6. Drain line and catch basin removal
 - 7. Other miscellaneous demolition items
- B. Related work specified elsewhere:
 - 1. Earthwork and Grading – Section 31 22 00
 - 2. Landscape Planting – Section 32 93 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.
 - 3. Prior to commencing the work, perform a site survey to identify existing areas of damage to adjacent building areas and other buildings.

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 selective demolition work for review prior to commencement of work. Include coordination for shut-off, capping, and continuation of utility services as required.
 - 1. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of adjacent building uses.

PART 2 – NOT USED**PART 3 – EXECUTION****3.1 DEMOLITION OF STRUCTURES**

- 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 selective demolition work.
- C. Environmental Controls: Use water sprinkling, 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. Utilities: Disconnect all utilities to structures to be demolished in the manner prescribed by the utility company.
- E. Selective Demolition: Perform selective 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 selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- F. 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.
- G. Extent: Demolish foundation walls and footings to a depth of not less than 12 inches below finish grade. Demolish and remove below-grade wood or metal construction. Break up below grade concrete slabs. Completely fill below-grade areas and voids resulting from demolition work. Provide fill consisting of approved

earth, gravel or sand, free of trash and debris, stones over 6 inch diameter, roots or other organic matter.

- H. Clean-up: Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site.
- I. Damages: Promptly repair damages caused to adjacent facilities by demolition work at no cost to the City.
- J. Contractor Salvage: Items indicated to be removed but of salvageable value to the Contractor may be removed as work progresses. Transport Contractor salvaged items from the site as they are removed. Storage or sale of removed items on site will not be permitted.

3.2 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:
 - 1. Trees, weeds, roots and other organic material, wood and trash.
 - 2. Play equipment and related footings
 - 3. Any rubble remaining from demolition of play equipment and other structures.
 - 4. Sand surfacing
- 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. All excavation within the drip line of trees to remain shall be accomplished in a careful manner. No roots greater than 1 inch diameter shall be cut. Where excavation reveals roots greater than 1 inch diameter that will interfere with construction, the Contractor shall notify the City's Representative for direction prior to proceeding.
- E. 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.

- F. 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.
- G. Service connections to adjacent properties requiring removal or adjustment, due to new construction, will be so removed or adjusted during the course of construction operations. The Contractor shall cooperate with the utility companies and/or agencies in such work.
- H. Prior to commencement of site grading work, the Contractor shall notify the City's Representative that the site has been cleared. Site grading shall not commence until the City's Representative has completed review of the site and has given approval to proceed.

END OF SECTION 02 41 13

SECTION 03 10 00 CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Formwork for concrete, with shoring, bracing and anchorage.
- B. Related Requirements
 - 1. Section 03 20 00 - Concrete Reinforcing
 - 2. Section 03 30 00 - Cast-in-Place Concrete
 - 3. Section 32 13 00 – Site Concrete

1.2 REFERENCE STANDARDS (Editions adopted by current governing California Building Code)

- A. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials.
- B. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; American Concrete Institute.
- C. ACI 347 - Guide to Formwork for Concrete; American Concrete Institute.

1.4 SUBMITTALS

- A. Product Data: Provide data on formwork release agent or form liner proposed for use with each formed surface.
- B. Formwork Facing Materials: Data on form-facing materials proposed for smooth-form finish if different from that specified in Part 2.2.

1.5 QUALITY ASSURANCE

- A. Codes and Standards: Comply with the provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified.
 - 1. California Building Code, current governing edition
 - 2. ACI 318
 - 3. ACI 347

PART 2 - PRODUCTS

2.1 FORMWORK - GENERAL

- A. Maximum deflection of facing materials reflected on concrete surfaces exposed to public view shall be 1/240 of the span between structural members of the formwork.
- B. Formed Construction and Contraction Joints
 - 1. Provide construction and contraction joints where indicated on the Contract Documents. Submit for acceptance the location of construction and contraction joints differing from those indicated on the Contract Documents.

2.2 FORM MATERIALS

- A. Form-facing materials: Materials for form faces in contact with concrete shall meet the requirements of "Concrete Finishing" Section 03 30 00 - Cast-in-Place Concrete and the

following requirements unless otherwise specified in Contract Documents.

1. For smooth-form finish, use plywood, tempered concrete-form-grade hardboard, metal, plastic, paper, or other acceptable materials capable of producing the desired finish for form-facing materials. Form-facing materials shall produce a smooth, uniform texture on the concrete. Do not use form-facing materials with raised grain, torn surfaces, worn edges, dents, or other defects that will impair the texture of concrete surfaces. Facing materials shall be supported with studs or other backing capable of maintaining deflections within the tolerances specified in Part 2.1.

2.3 FORMWORK ACCESSORIES

- A. Use commercially manufactured accessories for formwork accessories that are partially or wholly embedded in concrete, including ties and hangers. Do not use nonfabricated wire form ties.

2.4 FORMWORK RELEASE AGENT

- A. Use commercially manufactured formwork release agents that prevent formwork absorption of moisture, prevent bond with concrete, and do not stain the concrete surfaces.

2.5 EXPANSION JOINT FILLER

- A. Premolded expansion joint filler shall conform to ASTM D994 or ASTM D1751.

2.6 FABRICATION AND MANUFACTURE

- A. Formwork shall be tight to prevent loss of mortar from concrete.
- B. Place 3/4 inch chamfer strips in the corners of formwork to produce beveled edges on permanently exposed surfaces unless otherwise specified. Do not bevel reentrant corners or edges of formed joints of concrete unless specified in the Contract Documents.
- C. Inspect formwork and remove deleterious material immediately before concrete is placed. Provide temporary openings where needed at the base of column and wall formwork to facilitate cleaning and inspection.
- D. Fabricate form ties so ends or end fasteners can be removed with minimum spalling at the faces of concrete.

PART 3 - EXECUTION

3.1 EARTH FORMS

- A. Where sides of excavations have been cut neat and accurate to size for pouring of concrete directly against the excavation, forms for footings will not be required. Remove loose soil prior to placing concrete.

3.2 CONSTRUCTION AND ERECTION OF FORMWORK

- A. At construction joints, lap contact surface of the form sheathing for flush surfaces

exposed to view over the hardened concrete in the previous placement. Ensure formwork is sealed against hardened concrete to prevent offsets or loss of mortar at construction joints and to maintain a true surface.

- B. Provide positive means of adjustment (such as wedges or jacks) of shores and struts. Do not make adjustments in the formwork after concrete has reached its time of initial setting. Brace formwork securely against lateral deflection and lateral instability.
- C. Fasten form wedges in place after final adjustment of forms and before concrete placement.
- D. Anchor formwork to shores, supporting surfaces, or members to prevent upward or lateral movement of the formwork system during concrete placement. Form supports shall be placed on adequate foundations and have sufficient strength and bracing to prevent settlement or distortion from the weight of the concrete or other cause. Support shall rest on double wedged shim, or other approved means, so that the forms will be maintained at the proper grade.
- E. All formed joints on concrete surfaces to be exposed shall be taped and shall align so joints will not be apparent on the concrete surfaces.
- F. Any movement or bellying of forms during construction shall be considered just cause for their removal and, in addition, the concrete work so affected.
- G. Bolts, rods, or other approved devices shall be used for internal form ties and shall be of sufficient quantities to prevent spreading of the forms. The ties shall be placed at least 1 inch away from the finished surface of the concrete. Bolts and rods that are to be completely withdrawn shall be coated with grease.
- H. Boards or other form materials that have been damaged or checked or warped prior to placing of concrete shall be removed from the forms and replaced with approved materials or otherwise corrected to the satisfaction of the engineer.
- I. Assign a sufficient number of PEOPLE to keep watch on and maintain the forms during placing of concrete. Satisfactorily remedy any displacement or looseness of forms or reinforcement before placing of concrete. No form shall be moved or altered except as may be specifically directed.

3.3 APPLICATION - FORM RELEASE AGENT

- A. Cover surfaces of formwork with an acceptable material that will prevent bond with the concrete. A field-applied formwork release agent or a factory-applied liner may be used. If a formwork release agent is used, apply to the surfaces of the formwork in accordance with the manufacturer's recommendations before placing reinforcing steel. Do not allow formwork release agent to puddle in the forms. Do not allow formwork release agent to contact reinforcing steel or hardened concrete against which fresh concrete is to be placed.

3.4 FORM CLEANING

- A. Clean surfaces of formwork and embedded materials of mortar, grout, and foreign materials before concrete is placed.

3.5 FORMWORK TOLERANCES

- A. Unless otherwise specified in the Contract Documents, construct formwork so concrete surfaces conform to the tolerance limits of ACI 117. The class of surface shall conform to Part 2.2.

3.6 FORM REMOVAL

- A. Remove top forms on sloping surfaces of concrete as soon as removal will not allow concrete to sag. Perform needed repairs or treatment required at once and follow immediately with specified curing.
- B. Do not damage concrete during removal of formwork for walls. Perform needed repair and treatment required on vertical surfaces at once and follow immediately with specified curing.
- C. Vertical forms shall remain on walls until concrete has attained 3000 psi minimum.
- D. Contractor shall request to have field cured compression test specimen taken where it is planned to remove formwork and shoring sooner than indicated above and submit detailed plans for review and acceptance. Mold cylinders in accordance with ASTM C31, and cure them under the same conditions for moisture and temperature as used for the concrete they represent. Test cylinders in accordance with ASTM C39.
- E. In removing plywood forms, no metal pinch bars shall be used and special care to be taken in stripping. Start at top edge or vertical corner where it is possible to insert wooden wedges. Wedging shall be done gradually and shall be accompanied by light tapping of the plywood panels to crack them loose. Do not remove forms with a single jerk after it has been started at one end.
- F. Nothing herein shall be construed as relieving the contractor of any responsibility of the safety of the structure.
- G. Remove forms in such a manner as to assure the complete safety of the structure. Formwork not supporting the weight of the concrete may be removed as soon as the concrete has hardened sufficiently to resist damage from removal operations and as required by H. below.
- H. When repair of surface defects or finishing is required at an early age, remove forms as soon as the concrete has hardened sufficiently to resist damage from removal operations.

END OF SECTION

SECTION 03 20 00 CONCRETE REINFORCING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: All labor, materials, equipment, tools, accessories, transportation, and services as required for furnishing and placing reinforcing steel for concrete, as indicated.
- B. Related Requirements
 - 1. Section 03 10 00 – Concrete Forming and Accessories
 - 2. Section 03 30 00 – Cast In Place Concrete
 - 3. Section 32 13 00 - Site Concrete

1.2 REFERENCES

- A. Reference Standards
 - 1. AISC, Specifications for Design, Fabrication, and Erection of Structural Steel for Buildings.
 - 2. American Welding Society, Code for Arc and Gas Welding, latest edition.
 - 3. Standard Specifications of the ASTM Latest Edition for Structural Steel for Buildings.
 - 4. ASTM A-615, Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
 - 5. ASTM A-706, Specification for Low Alloy Steel Deformed Bars for Concrete Reinforcement.
 - 6. Section 52, Reinforcement of the City Standard Specifications.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Sequencing: Installation of concrete reinforcing shall occur prior to placement of concrete.

1.4 SUBMITTALS

- A. Certificates
 - 1. The Contractor shall provide Mill Certificates for reinforcing steel.
 - a. The Contractor shall provide Mill Certificates for each size of bar for each heat to be used on project.
 - b. Mill Certificates shall include name of mill, date of rolling, date of shipping to fabricator and shall be signed by fabricator certifying that each material complies with or exceeds the specified requirements. A Mill Certificate shall be furnished with each lot of material delivered to the project and the lot shall be clearly identified in the Certificate.
- B. Shop Drawings: Location, spacing, and site of concrete reinforcement to be included in shop drawings as required bends, splices, and embedment length shall also be included in shop drawings.

1.5 QUALITY ASSURANCE

A. Qualifications

1. Fabrication shall be licensed operations.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Materials:** Attention is directed to Section 6, Control of Materials, of the City of Department of Public Works Standard Specifications and these Special Provisions. All materials required to complete the work under this contract shall be furnished by the Contractor.

B. Storage and Handling Requirements

1. Reinforcing materials shall be stored in a manner that will avoid excessive rusting or coating with grease, oil, dirt, or other objectionable substances. Storage shall be in separate piles or racks so as to avoid confusion or loss of identification after bundles are broken.

1.7 WARRANTY

- A. Final Guarantee:** Contractor shall provide guarantee per Section 7-1.23, Final Guarantee, of the City Standard Specifications.

PART 2 - PRODUCTS

2.1 CONCRETE REINFORCING

A. Description

1. Materials and fabrication shall be in accordance with the standards as shown in Section 1.2A.
2. Bars for reinforcement shall conform to the requirements of ASTM A706, Grade 60. No. 3 ties or spirals may conform to the requirements of ASTM A706 or A615, Grade 60.
3. All other materials, not specifically described by these specifications but required for complete and proper placement of reinforcement shall be new, first quality of their respective kinds, and subject to the approval of the Engineer.

2.2 SOURCE QUALITY CONTROL

A. Tests and Inspections

1. **Product Test Reports:** Tests of reinforcing steel may be made by a Testing Laboratory approved by the Engineer if requested by the City. The cost of the required tests shall be paid by the City. Three (3) copies of verified reports showing results on the tests shall be submitted to the Engineer. Said reports shall state definitely whether or not materials tested conform to the aforementioned specifications and/or standards.
 - c. The Contractor shall cooperate with the Testing Laboratory making the required tests.

- d. Laboratory test reports shall show the name of testing agency; date of testing, types of tests performed and shall be signed by a principal of the testing agency who is a registered Civil Engineer in the State of California.
- e. When required by other portions of these specifications, laboratory test reports shall be submitted for each size of bar tested for each heat to show compliance with appropriate ASTM Standards and these specifications.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: In the event conduits, pipes, inserts, sleeves, or any other items interfere with placing the reinforcement as indicated on the drawings or approved shop drawings, or as otherwise required, immediately notify the Engineer and obtain approval on procedure before placement of reinforcement is started.
- B. Evaluation and Assessment
 - 1. All reinforcement, at the time concrete is placed, shall be free from rust, scale, oil, mortar, or other coatings that will destroy or reduce the bond.

3.2 PREPARATION

- A. Protection of In-Place Conditions
 - 1. Surrounding areas, surfaces and appurtenances already in place shall be protected during installation of concrete reinforcing.
- B. Cleaning Reinforcement
 - 1. Take all means necessary to ensure that steel reinforcement, at the time concrete is placed around it, is completely free from rust, dirt, loose mill scale, oil, paint and all coatings which will destroy or reduce the bond between steel and concrete.

3.3 INSTALLATION

- A. Special Techniques
 - 1. Bending: Bends for reinforcing steel shall be made in accordance with ACI 318 latest edition. Bend all bars cold. Do not field bend reinforcing steel in a manner that will injure material, cause the bars to be bent on too tight a radius, or that is not indicated as allowed on drawings or permitted by Engineer. Do not straighten bent or kinked bars for use on project without permission of Engineer.
 - 2. Placing of reinforcement shall conform to the City Standard Specifications as they apply to this project and in accordance with CRSI, Placing Reinforcement Bars and ACI 301.
 - f. All reinforcement shall be placed in strict conformity with the requirements of the engineering drawings, both as to location, position and spacing members. It shall be supported and secured against displacement by the use of adequate and proper wire supporting and spacing devices, tie wires, etc. so that it will remain in its proper position in the finished structure.

- g. Preserve clear space between parallel bars of not less than one and one half (1-1/2) times the nominal diameter of round bars and in no case let the clear distance be less than one and one half inches (1-1/2") nor less than one and one third (1-1/3) times the maximum size of aggregate for concrete.
 - 3. Cutting: Bars shall not be cut by gas torch.
 - 4. Splicing shall conform to the City Standard Specifications, except the laps shall be PER Structural Drawings for reinforcing bars.
 - h. All splices not shown on the Project Drawings shall be shown on the shop drawings and approved by the Engineer.
 - 5. Unless otherwise noted, welding of crossing bars (tack welding) for assembly of reinforcement is prohibited.
 - 6. Support and fasten together all reinforcement to prevent displacement by construction loads or placing of concrete.
 - 7. Lifting of bars and welded wire fabric into position during placement of concrete is not permitted.
 - 8. Where the concrete surface will be exposed to the weather in the finished structure, the portions of all accessories within one half inch (1/2") of the concrete surface shall be non-corrosive or protected against corrosion.
 - 9. Provide minimum protective cover given in of ACI 318 if not indicated on Drawings.
 - 10. All embedment lengths not shown on the Project Drawings shall be shown on the shop drawings and approved by the Engineer of Record.
 - B. Interface with Other Work
 - 1. Jointing and intersections of metals shall be accurately made.
- 3.4 SITE QUALITY CONTROL
- A. Correction During Pouring: Capable steel setters shall be kept at the work site at all times during the placing of concrete and shall properly reset any reinforcement displaced by runways, workmen, or other causes.
 - B. Non-Conforming Work
 - 1. Defective Work: At the discretion of the Engineer, all defective work shall be replaced at no extra cost to the City.
 - 2. Refer to Testing and Inspection in Structural Drawings.
- 3.5 CLEANING
- A. Exposed reinforcing at construction joints shall be cleaned and/or bent at least twenty four (24) hours after concrete is placed.

END OF SECTION

SECTION 03 30 00 CAST IN PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Cast-in-place structural concrete.

1.3 RELATED REQUIREMENTS

- A. Section 03 10 00 - Concrete Forming and Accessories.
- B. Section 03 20 00 - Concrete Reinforcing.
- D. Section 32 13 00 – Site Concrete

1.4 REFERENCE STANDARDS (Editions adopted by current governing California Building Code)

- A. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials; American Concrete Institute International.
- B. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; American Concrete Institute International.
- C. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; American Concrete Institute International.
- D. ASTM C31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field
- E. ASTM C33 - Standard Specification for Concrete Aggregates.
- F. ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
- G. ASTM C94 - Standard Specification for Ready-Mixed Concrete.
- H. ASTM C150 - Standard Specification for Portland Cement.
- I. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
- J. ASTM C494 - Standard Specification for Chemical Admixtures for Concrete.
- K. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
- L. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).

1.5 SUBMITTALS

- A. Product Data
 - 1. Manufacturer's catalog sheets including instructions for use and description of application shall be provided on each of the following materials:
 - a. Admixtures
 - b. Curing Compounds
- B. Mix Designs
 - 1. Mix designs shall be submitted for each class of concrete on the job and shall show names and brands of all materials, proportions, slump, strength, gradation of coarse and fine aggregates, and location to be used on job. Field test records or test data that is used to establish the average compressive strength of the mixture shall be

submitted.

C. Certificates of Compliance

1. The Contractor shall provide Certificate of Compliance for each type of aggregate, cementitious material and admixture to be used in each class of concrete or a Certificate of Compliance for each class of concrete.
2. When Certificates of Compliance cannot be provided, the Contractor shall hire a professional testing laboratory to verify compliance of each type of material to be used in each Class of Concrete. The cost of testing shall be paid for by the Contractor.

D. Weight and Batch Tags:

1. The special inspector shall be provided with a weight and batch tag upon delivery of each load of concrete. The batch tag must show weight of all materials.

1.6 QUALITY ASSURANCE

A. Comply with the provisions of the current governing CBC, ACI 301, and ASTM C94 except where more stringent requirements are shown or specified.

B. Sampling, Testing and Inspection:

1. General:

- a. If the Owner's agent, through oversight or otherwise, has accepted material or work which is defective or contrary to specifications, this material or work, regardless of state of completion, may be rejected.
- b. Testing agencies shall meet the requirements of ASTM C1077. Testing agencies shall be accepted by the Engineer before performing any work.

2. Contractor:

- a. The Contractor shall cooperate with and notify Owner's agent at least 24 hours in advance of inspection required and shall provide samples and facilities for inspection without extra charge.
- b. The Contractor shall provide and maintain adequate facilities on the project site for safe storage and initial curing of concrete test specimens as required by ASTM C31 for the sole use of the testing agency.

1.7 SEQUENCING AND SCHEDULING

- A. Obtain information and instructions from other trades and suppliers in ample time to schedule and coordinate the installation of items furnished by them to be embedded in concrete so provision for their work can be made without delaying the project.

PART 2 - PRODUCTS

2.1 FORMWORK

- A. Comply with requirements of Section 03 10 00.

2.2 REINFORCEMENT

- A. Comply with requirements of Section 03 20 00.

2.3 CEMENTITIOUS MATERIALS

- A. Portland Cement: ASTM C150, Type II
- B. Fly Ash: ASTM C618, Class C.
 - 1. Fly ash may substitute for portland cement up to a maximum of 25% of total cementitious materials by weight (fly ash, if used, must substitute for 15% of the total cementitious materials by weight, minimum).
 - a. Substitutions that combine fly ash and ground granulated blast-furnace slag are limited to a combined total of 50% of the total cementitious material by weight with fly ash no more than 25% of the total cementitious materials by weight.
 - b. Reduce slag and fly ash substitution rates by at least 50% for cold weather concreting as defined in ACI 306.1.
- C. Ground-granulated Blast-furnace Slag: ASTM C989 grades 100 or 120
 - 1. Ground-granulated Blast-furnace Slag may substitute for portland cement up to a maximum of 50% of the total cementitious material by weight.

2.4 AGGREGATES

- A. Aggregates for hardrock concrete shall conform to ASTM C33.
- B. Aggregates used for entire project shall be obtained from the same sources and have the same size ranges as the aggregates used in the concrete represented by submitted historical data or used in trial mixtures.

2.5 WATER

- A. Mixing water for concrete shall be clean and free from deleterious amounts of chlorides, acids, alkalis or organic materials.

2.6 CHEMICAL ADMIXTURES

- A. Do not use chemicals that contain calcium chloride or will result in total soluble chloride ions in hardened concrete at ages from 28 to 42 days contributed from water, aggregates, cementitious materials, and admixtures in excess of 0.30 percent by weight of cement for reinforced concrete. Measure water-soluble chloride-ion content in accordance with ASTM C1218. Calcium chloride or any admixture containing chloride ions shall not be used in drilled piers.
- B. Air Entrainment Admixture: ASTM C260.
- C. Water Reducing and Retarding Admixture: ASTM C494 Type D.
- D. Admixtures used in concrete shall be the same as those used in the concrete represented by the submitted field test records or used in the trial mixtures.

2.7 CURING MATERIALS

- A. Curing Compound, Naturally Dissipating: Clear, water-based, liquid membrane-forming compound, that dissipates within 3 to 5 weeks; complying with ASTM C309.
- B. Moisture-Retaining Sheet: ASTM C171.

2.8 CONCRETE MIX DESIGN

- A. Admixtures: Where admixtures are used they shall be added as recommended in ACI 211.1 for normal weight concrete and at rates recommended by manufacturer. Admixtures are subject to the engineer's review.
- B. Normal Weight Concrete Mix Requirements:
1. Shall be made with aggregates for hardrock concrete.
 2. Minimum Compressive Strength, f'_c , when tested in accordance with ASTM C39 at 28 days shall be 3,500 psi.

3. Minimum Cementitious Material Content:

- a. For concrete ($f'_c = 3,500$ psi and greater) used in drilled piers and footings, cementitious material content shall not be less than indicated in the following table:

Nominal maximum size of aggregate, in	Minimum cementitious material content, sacks
1.5	5
1	5.5
3/4	6
1/2	6.5

4. Maximum Water-Cement Ratio shall be 0.55.
 5. Maximum Aggregate Size: Nominal maximum size of coarse aggregate shall not exceed three-fourths of the minimum clear spacing between reinforcing bars, one-fifth of the narrowest dimension between sides of forms, or one-third of the thickness of slabs or toppings.
- C. Determine the slump by ASTM C143 at the point of truck discharge. Slump shall be per the Structural Drawings for footing concrete, except: Slump shall not exceed 3" for any concrete placement where top of surface slopes more than 2%. When use of a Type I or II plasticizing admixture conforming to ASTM C1017 or when a Type F or G high-range water-reducing admixture conforming to ASTM C494 is permitted to increase the slump of concrete, concrete shall have a slump of 2 to 4 in. before the admixture is added and a maximum slump of 8 in. at the point of truck discharge after the admixture is added unless otherwise specified.

- D. Add an air entraining agent to the concrete to provide specified amounts of entrained air per table below unless noted otherwise. Measure air content at the point of delivery in accordance with ASTM C173. Tolerance is plus/minus 1.5%.

Nominal maximum aggregate size, in	Air content, percent	
	Exposure Class F1	Exposure Classes F2 and F3
3/8	6	7.5
1/2	5.5	7
3/4	5	6
1	4.5	6
1.5	4.5	5.5

2.9 MIXING

- A. Use ready-mixed concrete complying with ASTM C94 and with the requirements of Contract Documents. Mix for a period of not less than ten (10) minutes; at least three (3) minutes of the mixing period shall be immediately prior to discharging at the job.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

3.2 PREPARATION

3.3 WEATHER REQUIREMENTS

- A. Reinforcement, forms and ground which concrete will contact shall be completely free of frost.
- B. The temperature of concrete as placed shall not exceed 90° F. When temperature of steel reinforcement, embedments, or forms is greater than 120° F, fog steel reinforcement, embedments, and forms with water immediately before placing concrete. Remove standing water before placing concrete.
- C. Do not begin to place or continue to place concrete while rain, sleet, or snow is falling unless adequate protection is provided and, when required, acceptance of protection is obtained. Do not allow rain water to increase mixing water or to damage the surface of the concrete.

3.4 CONVEYING AND PLACING CONCRETE

- A. All concrete shall be mixed, delivered and discharged in accordance with the requirements of ASTM C94. All concrete shall be placed, finished and cured and all other pertinent construction practices shall be in accordance with the requirements of

ACI 301.

- B. Notify Engineer not less than 48 hours prior to commencement of placement operations.
- C. Before placing, clean mixing and conveying equipment, clean forms and space to be occupied by concrete and wet forms. Remove ground water until completion of work.
- D. Place no concrete in any unit of work until all formwork has been completely constructed, all reinforcements secured in place, all items to be built into concrete are in place, form ties at constructions joints tightened and all preparation have been checked by the Inspector. A placing record shall be kept on the site of the time and date of placing the concrete in each portion of the structure until the completion of the structure and shall be open to the Inspector.
- E. Slabs shall not be subjected to occupant or storage loads exceeding 20 psf until specified strength is reached (28 days minimum).
- F. Concrete shall be placed so that a uniform appearance of surfaces will be obtained. The concrete will be free of all rock pockets, honeycombs and voids.
- G. The subgrade must be moist when the concrete is placed for floor slab to prevent excessive loss of water from the concrete mix.
- H. Pumping of concrete may require admixtures to increase slump beyond the maximum slump listed. Admixtures are subject to the engineer's review.
- I. Carry on concreting, once started, as a continuous operation until the section of approved size and shape is completed. Make pour cut-offs of approved detail and location.
- J. Handle concrete as rapidly as practicable from mixer to place of deposit by methods which prevent separation or loss of ingredients. Deposit as nearly as practicable in final position to avoid rehandling or flowing. Do not drop concrete freely where reinforcing bars will cause segregation, impact the soil face of excavations nor drop freely more than eight feet. Use hoppers, chutes or trunks of varying length so that the free unconfined fall of concrete shall not exceed eight feet. Deposit to maintain a plastic surface approximately horizontal. In walls, deposit in horizontal layers not over eighteen inches deep.
- K. Consolidating: All concrete shall be placed with mechanical vibration unless noted otherwise. Employ as many vibrators and tampers as necessary to secure the desired results. Minimum: one per each 20 cubic yards of concrete placed per hour. Drilled piers shall be vibrated only to a depth of 3 times the pier diameter measured from the top of pier.

3.5 CONCRETE FINISHING

- A. Finishing Formed Surfaces: Finish per Section 32 13 00 Rigid Paving and requirements of ACI 301.

3.6 CURING AND PROTECTION

- A. Comply with requirements of ACI 301. Immediately after placement, protect concrete

from premature drying, excessively hot or cold temperatures, and mechanical injury.

- B. Maintain concrete with minimal moisture loss at above 50° F for the period of time necessary for hydration of cement and hardening of concrete.
 - 1. Normal concrete: At least the first 7 days after placement.
- C. Curing methods shall comply with ACI 308R.
- D. Curing compounds conforming to ASTM C309 or ASTM C1315 shall be applied in accordance with the recommendations of the manufacturer and shall not be used on any surface against which additional concrete or other cementitious finishing materials are to be bonded.

3.7 CLEANUP

- A. Clean up all concrete and cement work on completion of this portion of the work.

3.8 FIELD QUALITY CONTROL

- A. Engineer Review: The Engineer shall inspect the surfaces between plates and channels bearing on masonry and concrete to determine if grouting of space is necessary. If grouting of space is necessary, the Owner's agent shall inspect the grouting procedure.
- B. Acceptance of concrete strength is in accordance with ACI 318 section 5.3 unless noted otherwise.
- C. When the strength of field-cured cylinders is less than 85% of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing in-place concrete.
- D. Field Acceptance of concrete: Concrete not within the specified limits of air-entrainment, slump and temperature shall not be used in the work.
- E. Additional Tests: The Owner's agent will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure or deficiencies in protection and curing has occurred, as directed by Engineer. Owner's agent may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42, or by other methods as directed. Contractor shall pay for such tests conducted, other additional testing as may be required, and cost of repairing areas of structure tested when unacceptable concrete is verified.

3.9 DEFECTIVE CONCRETE

- A. General: Work considered to be defective may be ordered by the Engineer to be replaced in which case the Contractor shall remove the defective work at his expense.

3.10 CORRECTION OF DEFECTIVE WORK

- A. The Contractor shall, at his expense, make all such corrections and alleviation measures as directed by the Engineer.
- B. Concrete work containing rock pockets, voids, honeycombs, cracks or cold joints not scheduled or indicated on the drawings, shall be chipped out until all unconsolidated material is removed.

- C. Secure approval of chipped-out areas before patching. Patch per ACI 301-latest governing edition.

END OF SECTION

SECTION 11 68 13 PLAY EQUIPMENT

PART 1 – GENERAL

(See also General Conditions, Special Conditions, and General Requirements)

1.1 SCOPE

A. Furnish and install all play equipment as shown on the plans and as specified herein including, but not necessarily limited to, the following:

1. Youth ramped composite play structure (5-12 years)
2. Tot composite play structure (2-5 years)
3. Mobius climber
4. Zipkrooz zipline, assisted
5. Zipkrooz zipline
6. We-go-round carousel
7. Belt swing
8. Oodle swing
9. Tot bucket swing
10. Jaguar spring rider
11. Cozy cocoon spinner
12. Play area age signs

B. Related work specified elsewhere:

1. Earthwork and Grading – Section 31 22 00
2. Site Concrete – Section 32 13 13
3. Playground Protective Surfacing – Section 32 18 16

1.2 STANDARDS

A. Unless otherwise shown or specified, all materials and methods shall, at a minimum, conform to the California Code of Regulations, Health and Safety Code, Division 104 Environmental Health, Part 10 Recreational Safety, Chapter 4 Safe Recreational Land Use, Article 1 Playgrounds.

B. In addition to the above, all materials and methods must meet the following standards: Consumer Product Safety Commission “Handbook for Public Playground Safety” current version, ASTM F1487 “Standard Consumer Safety Performance Specification for Playground Equipment for Public Use” current version, and DOJ 2010 Standard for Accessible Design, Section 1008 Play Areas.

- C. All components of the play equipment shall be certified by International Play Equipment Manufacturers Association (IPEMA).

1.3 SUBMITTALS

- A. Prior to the purchase of the play equipment and within ten (10) working days after award of the contract, Contractor shall submit the following items to the City's Representative for review and approval. No materials in this Section shall be purchased until such approval is granted. Incomplete submittals shall be returned without review.
 - 1. Plan view drawing of play equipment at eighth scale with overall dimensions, all components labeled, and deck heights shown.
 - 2. Isometric drawing of play equipment.
 - 3. Listing of color and finish for posts, plastic components, decks and accessories.
 - 4. Certificate of compliance with International Play Equipment Manufacturers Association (IPEMA).
 - 5. Manufacturer's full warranty for all components for coverage against structural failure due to corrosion, deterioration, or workmanship. Supplemental coverage as offered by the manufacturer.
- B. Upon completion of the play equipment installation and prior to its first use, the Contractor shall submit the following items to the City's Representative for review and approval.
 - 1. Post-construction certification of compliance by a Certified Playground Safety Inspector (see Section 3.1B below).

PART 2 – PRODUCTS

2.1 PLAY EQUIPMENT

- A. Youth Play Equipment: Shall be per design #1193925-01-06 as manufactured by Landscape Structures, Inc. complete with all necessary hardware and components and as available from Ross Recreation Equipment, 100 Brush Creek Road, Suite 101, Santa Rosa, CA 95404, (707) 538-3800, or approved equal. Youth play equipment shall include custom PlayBooster and Forma ramped combined composite structure, Mobius Climber 3-panel, Sway Fun, We-Go-Round carousel, Zipkrooz zipline standard and assisted, Single Post Belt Swing, and Oodle Swing; colors and finishes shall be per design 1193925-01-06 renderings.

- B. Tot Play Equipment: Shall be per design #1193925-01-06 as manufactured by Landscape Structures, Inc. complete with all necessary hardware and components and as available from Ross Recreation Equipment, (707) 538-3800, or approved equal. Tot play equipment shall include custom Smart Play combined composite structure, Tot bucket Swing, and Jaguar Sit-On Spring Rider; colors and finishes shall be per design 1193925-01-06 renderings.
- C. Spinner: Shall be Cozy Cocoon, model # ZZXX0483 as manufactured by Playworld, Inc., complete with all necessary hardware and components as available from Dave Bang and Associates, Inc., PO Box 1088 Tustin, CA 92781, (800) 669-2585, or approved equal. Component and Post color shall be Tropical Yellow, Lower part of spinner shall be Sky Blue, and upper part of spinner shall be Chartreuse.
- D. Approved Alternative Equipment: Shall be as manufactured by Gametime per quote #119334-01-07 dated 10/20/2025, as available from MRC Recreation, (732) 458-1111, PO Box 106 Spring Lake, NJ 07762, mrc@gametime.com, complete with all necessary hardware and components. Youth play equipment shall include but not be limited to Powerscape, Inclusive Whirl, Belt Swing, Travel Wall, SkyRun Zip Track. Tot play equipment shall include but not be limited to Powerscape structure, bucket swing, duo spinner, jungle animal spring rider, and basket swing. Colors and finishes shall be per design renderings received on 10/15/25. Structural calculations and equipment foundation design prepared by a structural engineer licensed by the state of California shall be provided by equipment representative.

2.2 FINISHES

- A. All galvanized steel parts shall be treated with a rust inhibitor prior to painting.
- B. Painted components shall be painted by means of an electrostatically applied powder coating. Powder coating shall comply with ASTM D-3359B (adhesion), D-3363 (hardness), and D-2794 (impact).
- C. Vinyl or plastic-coated components shall have coating applied via a bath. Minimum coating thickness of 0.080 inches.

PART 3 – EXECUTION

3.1 COMPLIANCE

- A. Contractor shall assemble and install playground equipment in compliance with the written instructions of the manufacturer.

- B. Prior to its first use, the playground equipment shall be inspected by a Certified Playground Safety Inspector who shall certify in writing that the equipment is in compliance with the playground-related standards set forth by the American Society for Testing and Materials and the playground-related guidelines set forth by the U.S. Consumer Product Safety Commission.

3.2 LAYOUT

- A. Prior to commencing installation, stake layout of play equipment and use zones and request a review by the City's Representative. The Contractor is responsible for adjusting equipment layout as required.

3.3 INSTALLATION

- A. Field verify all post lengths for play equipment, after excavating play area subgrade and prior to ordering play equipment.

END OF SECTION 11 68 13

SECTION 31 22 00 EARTHWORK AND GRADING

PART 1 – GENERAL

(See also General Conditions, Special Conditions, and General Requirements)

1.1 SCOPE

- A. Perform all earthwork and grading as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Rough grading operations
 - 2. Excavation for footings
 - 3. Placement of import topsoil
 - 4. Establish subgrade elevations
 - 5. Subgrade compaction
- B. Related work specified elsewhere:
 - 1. Demolition – Section 02 41 13
 - 2. Trenching and Backfilling – Section 31 23 00
 - 3. Site Concrete – Section 32 13 13
 - 4. Decomposed Granite Paving – Section 32 15 40
 - 5. Landscape Soil Preparation – 32 91 13
 - 6. Site Drainage Utilities – Section 33 40 00

1.2 STANDARDS

- A. Unless otherwise shown or specified, all materials and methods shall conform to:
 - 1. The most current Section 19 “Earthwork” of the State of California, Department of Transportation, Standard Specifications (DTSS) as they reasonably apply to this work, except for measurement and payment requirements.
 - 2. Geotechnical Exploration report prepared by Engeo dated June 3, 2025

1.3 QUALITY CONTROL

- A. Submit a one-gallon sample of the proposed fill material for testing and review by the City's third-party special inspection company at least two (2) weeks prior to proposed use on site. No material shall be used unless approved by the City's third-party special inspection company.

- B. All excavation, for the play equipment footings, fence footings, construction of benches, subdrain installation, placement and compaction of fill and preparation of subgrade shall be reviewed by the City's third-party special inspection company. The Contractor shall schedule the work and notify the City at least three (3) working days in advance of each portion of grading operations for their review, testing and approval.
 - 1. The Contractor shall cooperate with the City in performing these tests.
 - 2. All tests indicating conformance to project requirements shall be paid for by the City.
 - 3. Costs of retesting and re-inspection required as the result of inadequate, insufficient, or incomplete work by the Contractor shall be deducted from the contract amount.
- C. 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.
- D. The Contractor shall 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.
- E. The City's representative shall be present during all site clearing and grading operations to test and to observe earthwork construction. This representative shall be notified at least three (3) working days prior to commencement of any grading operations to allow for discussion and planning with the earthwork, underground, and paving contractors.

1.4 LAYOUT AND GRADING CONTROL

- A. Grade the site to the tolerances shown. Vertical control is established by the benchmark indicated on the plans.
- 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 3-inch size, 10 to 75% passing the No. 200 sieve. Plasticity Index of 20 maximum when tested in accordance with ASTM D 4318 75. Concentrations of organic material not to exceed 3% by weight.
 - 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 City's representative, it shall be removed from the site.
- D. Topsoil: See Landscape Soil Preparation Section 32 91 13 for topsoil requirements.

PART 3 – EXECUTION

3.1 STRIPPING AND REMOVAL OF EXISTING UNDOCUMENTED FILL

- A. All sand and vegetation, including the top one to two inches of roots, shall be removed from areas to be graded to a depth of at least 2 to 3 inches below the surface. Clean and backfill excavations as recommended in geotechnical report. Should undocumented fill be uncovered during site grading within the play area, beneath areas to be paved, or beneath structural areas, the undocumented fill should be completely removed to competent native soil. The undocumented fill may be subexcavated and reworked as engineered fill, provided the materials meet the requirements for acceptable fill.

3.2 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 8 inches (or greater as indicated on the plans), brought to at least 3% above optimum moisture content for expansive soil and 1% above optimum moisture content for non-expansive soil, and compacted. The upper 8 inches of subgrade in areas to be planted shall be compacted to at least 85 percent, and the upper 6 inches of subgrade in areas to be paved shall be compacted to at least 95 percent relative compaction as determined from ASTM Test Method D 1557 78. Other subgrade areas shall be compacted to at least 90 percent relative compaction. The resulting subgrade should be smooth and essentially unyielding.
- C. Placement and Compaction:
 - 1. Approved fill material shall be placed in layers of 6 to 8 inches in loose thickness and moisture-conditioned as described above and 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 non-planted areas, unless otherwise directed. In pavement areas, the upper 6 inches of fill shall have a minimum relative compaction of 95 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. Rock Removal: All rocks 8 cubic inches or larger shall be removed completely from the top 6 inches of subgrade prior to placement of topsoil in all planting areas. See Landscape Soil Preparation Section 32 91 13 for additional requirements. All rocks not meeting criteria for fill material shall be legally disposed of off-site as the Contractor's own property.

3.3 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

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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 31 22 00

SECTION 31 23 00 TRENCHING AND BACKFILLING

PART 1 – GENERAL

(See also General Conditions, Special Conditions, and General Requirements)

1.1 SCOPE

- A. Perform all structural excavation, trenching, and backfilling work as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Utility trenches
 - 2. Footings
 - 3. Irrigation lines
- B. Related work specified elsewhere:
 - 1. Earthwork and Grading – Section 31 22 00
 - 2. Site Concrete – Section 32 13 13
 - 3. Planting Irrigation – Section 32 84 00
 - 4. Landscape Soil Preparation – Section 32 91 13
 - 5. Site Drainage – Section 33 40 00

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, Standard Specifications (DTSS) as they reasonably apply to this work, except for measurement and payment requirements.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Backfill material shall consist of the same material specified under paragraph 2.1B in Section 31 22 00 Earthwork and Grading, unless otherwise indicated on the plans.
- B. General Backfill: Backfill material shall be approved by the City’s Representative prior to its use. Excavated material and excess material from site grading may be re-used for backfilling and grading, provided such fill is homogeneous, free from rocks, rubbish, organic material, etc., and consists of fragments capable of being

thoroughly crushed and consolidated into a dense, uniform compact fill, and shall meet the following requirements:

Sieve Size	Percent Passing
1 inch	100
3/4 inch	95 - 100
No. 200	10 - 75
Plasticity index	12 maximum

PART 3 – EXECUTION**3.1 EXCAVATING AND BACKFILLING FOR TRENCHES**

- A. Perform all necessary excavation, shoring, pumping and dewatering, and backfilling required for the proper laying of all underground pipes and conduits.
- B. All piping in ground shall have a minimum cover of 1'-6", except as otherwise indicated on the plans, and shall be laid in ditches dug true to grade and line, avoiding sharp breaks. Piping shall bear equally over its entire length at the bottom of the ditch. Rock or unstable material encountered at grade shall be replaced with sand fill to a depth of 6 inches below pipe.
- C. Backfill (drainage trenches): Drain rock as defined in Section 33 40 00 Site Drainage Utilities.
- D. Backfill (non-drainage trenches): Fill trenches with excavated material in 6 to 8 inch uncompacted thick layers, compacted to 90% minimum relative density. Backfill shall be moisture-conditioned to to at least 3 percentage points above the optimum moisture content for expansive soil and 1 percentage point above optimum moisture content for non-expansive soil in accordance with ASTM D 1557-02e1.
- E. Backfilling shall be commenced as soon as practical after subsurface work is installed and reviewed by the City's Representative.
- F. No wood or debris shall be buried in any fill. The fill material shall be non-expansive, meeting the criteria of paragraph 2.1B in Section 31 22 00 Earthwork and Grading.
- G. Provide shoring, excavation, pumping and other requirements as necessary at excavations for points of connection.

3.2 STRUCTURAL EXCAVATION AND BACKFILL

- A. Structural Excavation: Make all excavation to the grades and elevations shown on the plans, or to the subgrades required to obtain the finished grades shown thereon. Accurately cut footing trenches. Where footings are to be cut "neat", the trench or excavation width shall be increased by 2 inches from the dimensions shown on the plans, so as to permit pouring footings against earth banks. If soil type or weather does not permit such excavations, excavate wide enough to permit full forming of footings. If any excavation is made below proper grade, the City's Representative shall be immediately notified, and the grade shall be restored in whatever manner the City's Representative directs, at no expense to the City. All excavation shall be kept free of standing water until concrete work, paving or backfilling is complete. Shore and brace excavations when required to prevent cave ins.
- B. Foundations from previous structures, underground utilities or other buried structures shall be removed in their entirety and replaced with compacted engineered fill.
- C. When zones of soft or saturated soils are encountered at the over-excavated levels during excavation and compaction, deeper excavation shall be required to expose firm soil. This shall be determined in the field by the City's Representative.

3.3 SURPLUS MATERIAL

- A. Any excavated material which proves to be unsuitable, or which is not required for backfilling, shall be removed from the immediate work area and disposed of off-site.

3.4 CLEAN-UP

- A. 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 shall be considered adequate grounds for having the work completed by others at the Contractor's expense.

END OF SECTION 31 23 00

SECTION 32 01 90 LANDSCAPE MAINTENANCE

PART 1 – GENERAL

(See also General Conditions, Special Conditions, and General Requirements)

1.1 SCOPE

- A. Perform all landscape maintenance operations as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Soil testing
 - 2. Plant establishment
 - 3. Insect and disease control
 - 4. Irrigation system maintenance
- B. Related work specified elsewhere:
 - 1. Planting Irrigation – Section 32 84 00
 - 2. Landscape Soil Preparation – Section 32 91 13
 - 3. Landscape Planting – Section 32 93 00

1.2 SUBMITTALS

- A. Soil Testing: Contractor shall collect one one-quart samples in the container planting areas of the in-place topsoil 20 days after completion of planting, and submit the samples to Waypoint Analytical, Inc. of Anaheim, (714) 282-8777, for maintenance period fertilizer recommendations. Test results shall be made available to the City's Representative. Sample shall be a representative composite taken from several planting areas. Cost of soil testing shall be paid for by the Contractor.
- B. Herbicide/Fungicide/Insecticide: Submit a written recommendation from a State of California appropriately licensed individual along with complete product data from proposed manufacturer, for review by the City's Representative and/or the City's appropriately licensed individual.

1.3 SCHEDULE

- A. Work in this Section will not begin until the irrigation audit has been completed.
- B. Maintenance Period shall be for a minimum period of ninety (90) calendar days after pre-final inspection.

- C. Maintenance and Warranty Period shall be per 00 72 13 General Conditions.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Fertilizer: Used during the course of the maintenance period shall be determined by the soils test required under paragraph 1.2A above. For bidding purposes only, assume the use of ammonium sulfate (21 0 0) at 5 lbs. per 1000 sq. ft., minimum of two applications.
- B. Water: During the course of construction and maintenance period, water shall be paid for by the Contractor.
- C. Herbicide/Fungicide/Insecticide: Shall be a commercially available chemical recommended for this project and these plantings by a State of California appropriately licensed individual. The licensed individual shall review all planting, including but not limited to groundcovers, shrubs, and trees, the types and extent of soil preparation, the irrigation systems, drainage patterns, and other project characteristics to verify type, compatibility, and recommend the appropriate chemical(s) for use. The Contractor shall be responsible for all overspray, spreading, runoff, plant health, and other impacts from the use of the chemical(s).
- D. Animal Control Materials: None required under these specifications.

PART 3 – EXECUTION

3.1 GENERAL

- A. Time Limits: The Maintenance Period shall commence from the date of Substantial Completion of planting as defined in paragraph 3.3A below, and extend for the time period specified in paragraph 1.3B above, or until the acceptance of Final Completion.
- B. Fertilizer Application: Fertilizer(s) shall be applied per Waypoint Analytical, Inc. recommendations. For bidding purposes only, assume initial application to be four weeks after planting and subsequent applications to be at 45-day intervals.
- C. Herbicide Application: Herbicide shall not be used until all plant material has been planted a minimum of 20 days. All planting areas shall be kept weed free by non-herbicide methods during this time period. Herbicide shall not be applied to any areas that are or have been seeded. Contractor must apply the material in

conformance with the written recommendations of the State appropriately licensed individual.

- D. Basic Requirements: All planting areas shall be kept weed-free at all times during the Maintenance Period. All pest and disease control shall be the Contractor's responsibility. All planting areas shall be kept at optimum moisture for plant growth. Settlement of soil and plants and soil erosion shall be repaired and areas replanted as required. Dying or deficient plants shall be replaced as soon as they become apparent.

3.2 RESPONSIBILITIES AND GUARANTEE

- A. Damage Repairs: Work installed under this contract that is damaged or stolen prior to Substantial Completion shall be repaired or replaced by the Contractor without cost to the City. After Substantial Completion and through the Maintenance Period, these damages and similar factors such as extensive litter, abuse and defacement shall be the City's responsibility to repair or replace and shall not be a part of this contract.
- B. Planting Guarantee: No planting shall be guaranteed beyond the Maintenance Period, except as to conformance to specified species and variety, and except as to conditions specified under paragraph 2.1D "Root Systems" in Section 32 93 00 Landscape Planting.

3.3 SUBSTANTIAL COMPLETION

- A. Shall be deemed as the time when all major plantings, including groundcover, are installed, and when all other work is satisfactorily completed, with the exception of minor items to be completed as noted in a checklist compiled by the City's Representative. The Maintenance Period shall not commence until work is deemed substantially complete by the City's Representative.

3.4 FINAL REVIEW

- A. Contractor shall request a final review of the project at least five (5) working days in advance of the proposed date. Failure to request this notice shall automatically extend the date of completion. The maintenance period will continue until project is deemed complete.

END OF SECTION 32 01 90

SECTION 32 01 91 TREE PROTECTION AND PRUNING

PART 1 – GENERAL

(See also General Conditions, Special Conditions, and General Requirements)

1.1 SCOPE

- A. Perform all tree protection and pruning as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Installation of tree protection fencing
 - 2. Tree protection measures
- B. Related work specified elsewhere:
 - 1. Demolition – Section 02 41 13
 - 2. Earthwork and Grading – Section 31 22 00
 - 3. Trenching and Backfilling – Section 31 23 00
 - 4. Site Drainage Utilities – Section 33 40 00

1.2 STANDARDS

- A. All work shall be performed in accordance with ANSI-A300 best management practices for tree protection during construction.

1.3 REFERENCES

- A. ANSI-A300, Part 5: Management of Trees and Shrubs during Site Planning, Site Development, and Construction, current edition.
- B. Glossary of Arboricultural Terms, International Society of Arboriculture, Atlanta, GA.

1.4 DEFINITIONS

- A. The term “Tree Protection Zone” (TPZ) shall mean the area beneath a tree’s canopy, or all area within a distance from the trunk equal to five times the tree’s Diameter at Breast Height (DBH), whichever is greater.

1.5 ACCESS AND STORAGE

- A. Prior to commencement of work, the Contractor shall meet on-site with the City's Representative to review scope of work, work procedures, access routes, storage areas, and tree protection measures.
- B. No grading, demolition, trenching, parking, storage or dumping of any construction materials is allowed within the TPZ, unless specifically noted on the plans. Exceptions must be reviewed and approved by the City Arborist as noted in paragraph 1.6B below.

1.6 COORDINATION AND SCHEDULING OF WORK

- A. All work shall be scheduled and conducted in a cooperative manner in order to give the least possible interference with or annoyance to others. Contractors shall work out any cooperative schedules. Construction of drainage and irrigation lines etc., around existing trees, shall receive priority in scheduling so that trenching, irrigation installation, and backfilling can be done in an expedient manner.
- B. Any work that must occur within the TPZ shall be reviewed and approved by the City Arborist. The contractor shall notify the City Arborist a minimum of 48 hours in advance of any activity in the TPZ.

PART 2 – PRODUCTS

2.1 FENCING

- A. All trees to be retained shall be temporarily fenced as indicated on the plans, and in accordance with City standards for tree protection during construction. If plans and City standards conflict, the more stringent standard shall prevail.

PART 3 – EXECUTION

3.1 PRESERVATION OF EXISTING TREES

- A. Protection: Shall be as indicated on the plans and in accordance with City Standard Details.
 - 1. Fencing shall be erected before any demolition or construction activities take place on-site and shall not be removed or modified before the end of the project without written authorization from the City Arborist.
 - 2. Fencing may be installed in a single run around multiple trees.

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- B. Pruning: Pruning of roots shall be performed under the supervision of an Arborist certified by the International Society of Arboriculture (ISA) and approved by the City Arborist.
- C. Removal: Shall be as specified in Section 02 41 13 Demolition.
- D. Root Cutting: Prior to approved excavation within a TPZ, a trench shall be dug along the edge of the excavation closest to the tree trunk. This trench shall be dug by hand or with an air spade to a depth of 30 inches, and shall be of a sufficient width to manually sever any roots encountered greater than 2 inch diameter. Cuts shall be made perpendicular to the direction of the root's growth, using a clean hand saw. After roots are cleanly severed, excavation equipment may be used as required on the side of the trench farthest from the tree.
 - 1. Within one hour of cutting or exposure, roots shall be covered with moist soil or with burlap that is kept wet until the excavation can be backfilled and watered thoroughly.
- E. Debris Removal: All trimmings, stumps, roots, logs, sod, or any other form of debris resulting from this work shall be cleaned up and legally disposed of off-site at the Contractor's expense. Stumps shall be ground to 12 inches below grade.
- F. Watering: Provide supplemental irrigation as necessary during construction to prevent drought stress.
 - 1. If trees show stress, it may become necessary for the Contractor to perform deep root watering as required at no extra cost to the City.

END OF SECTION 32 01 91

SECTION 32 13 13 SITE CONCRETE

PART 1 – GENERAL

(See also General Conditions, Special Conditions, and General Requirements)

1.1 SCOPE

- A. Furnish and install all site concrete as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Play area curb, flush and raised
 - 2. Non-structural footings and other miscellaneous concrete work
 - 3. Forms and reinforcing
- B. Related work specified elsewhere:
 - 1. Earthwork and Grading – Section 31 22 00
 - 2. Site Drainage Utilities – Section 33 40 00

1.2 STANDARDS

- A. Unless otherwise shown or specified, all materials and methods shall conform to the appropriate current sections of:
 - 1. City Standards for Public Improvements.
 - 2. The State of California, Department of Transportation Standard Specifications (DTSS), latest edition, Sections 52 “Reinforcement”, 73 “Concrete Curbs and Sidewalks”, 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 two (2) feet length of the concrete play area curb 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. The proposed mix design, giving the brand of cement, type, gradations and source of aggregates, water/cement ratio, mix proportions, and unit weight.
 - 2. Manufacturer's literature for admixtures, embedded items, liquid membrane-form curing compound, and non-shrink grout.
 - 3. Certification that materials are in compliance with specification requirements.
 - 4. Method of transporting and placing concrete.

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 and Reinforcing: Per DTSS Section 52 "Reinforcement".

- B. Concrete: All curbs shall conform to "Minor Concrete" as defined in DTSS Section 73 "Concrete Curbs and Sidewalks". All other concrete structures shall conform to "Minor Concrete" as defined in DTSS 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. Color Admixture
 - 1. For concrete footings and all other visible concrete, add Hi-con black at a rate of 1/8 lb. per sack.
- D. Expansion Joint Filler: Shall be Fibre Joint, manufactured by W.R. Meadows Seal Tight, conforming to ASTM D-1751, or approved equal.
- E. Cleaning Agents: As required.
- F. Aggregate Base: Per DTSS Section 26 "Aggregate Bases", Class 2, with 3/4 inch maximum size.

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.
 - 3. Verify that expansion joint material, anchors, and other embedded items are secured in position.

3.2 INSTALLATION

A. Finishes

1. Trowel Finish: For play area curb, provide smooth trowel finish, 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 32 13 13

SECTION 32 15 40 DECOMPOSED GRANITE PAVING

PART 1 – GENERAL

(See also General Conditions, Special Conditions, and General Requirements)

1.1 SCOPE

- A. Furnish and install all decomposed granite paving as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Decomposed granite
 - 2. Stabilizer
- B. Related work specified elsewhere:
 - 1. Site Concrete – Section 32 13 13

1.2 QUALITY CONTROL

- A. Standards: Unless otherwise shown or specified, all materials and methods shall conform to the appropriate current sections of:
 - 1. The current edition of the State of California, Department of Transportation Standard Specifications (DTSS) Section 20-5 “Landscape Elements”.
 - 2. Applicable ASTM Specifications as they reasonably apply to this work.
- B. Tolerances: Tolerances for subgrade, subbase, and finish grade shall be as specified by DTSS, except that the Contractor shall deliver the full decomposed granite thickness shown. No combination of high and low tolerances that compromise the section will be permitted.
- C. Reviews: Contractor shall stake and layout all paving areas for review by the City’s Representative prior to excavation.
- D. Sample Mockup: 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 in all aspects required. A 5 square foot sample of decomposed granite paving shall be installed at the site for review and approval by the City’s Representative. The Contractor shall meet or exceed that quality of work in all subsequent work. The Contractor shall be responsible for the removal of the sample at the completion of work.

1.3 SUBMITTALS

- A. Decomposed Granite: A one-quart sample with supplier and source clearly indicated of decomposed granite to be used shall be submitted to the City's Representative for approval prior to delivery to the site.
- B. Stabilizer: Submit product data.

PART 2 – PRODUCTS**2.1 MATERIALS**

- A. Soil Sterilant: Shall be a commercially available herbicide recommended for this project by a State of California appropriately licensed individual. The licensed individual shall review the type of construction, soils, base, adjacent plantings, time and season of application, and other project requirements; verify compatibility; and recommend procedures for proper application in accordance with the label. The Contractor shall be responsible for all overspray, spreading, or runoff of material into adjacent areas.
- B. Decomposed Granite: Decomposed granite, hereafter referred to as "DG", shall be Sunset Gold Path Fines with a 3/8 inch minus gradation as available from Lyngso Garden Materials, Inc, 345 Shoreway Road, San Carlos, CA 94070, phone (650) 364-1730, to match existing newly installed DG, per the following specifications:

Sieve Size	Percent Passing
3/8 inch	100
No. 4	96
No. 8	73
No. 30	52
No. 50	26
No. 100	19
No. 200	14.6

- 1. The yellow-brown color of decomposed granite to match the existing adjacent DG is a requirement for this material.
- C. Stabilizer: Decomposed granite stabilizer shall be a patented, non-toxic organic binder that is a colorless and odorless concentrated powder that binds decomposed granite paving to produce a firm surface; Natracil or approved equal.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Mixing: The stabilizer shall be pre-mixed with the decomposed granite material by the supplier before being delivered to the project site. Bucket mixing or on-site mixing is prohibited. The ratio of stabilizer to decomposed granite shall be per the manufacturer's specification.
- B. Immediately prior to placing the decomposed granite, the aggregate base shall be moistened.
- C. The decomposed granite shall be deposited in such a manner as to minimize the necessity for spotting, picking up, or otherwise shifting the decomposed granite. The decomposed granite shall be leveled by raking and compacted by use of a light roller.
- D. Fill in any low spots or cracks with additional decomposed granite.

3.2 GRADES

- A. The finish grades of the decomposed granite paving shall conform to the lines and grades on the plans and allow for drainage.

3.3 CLEAN-UP

- A. All waste produced as a result of decomposed granite paving construction shall be removed from the site and disposed of legally. All excess decomposed granite shall be removed from planting areas.

END OF SECTION 32 15 40

SECTION 32 18 16 PLAYGROUND PROTECTIVE SURFACING

PART 1 – GENERAL

(See also General Conditions, Special Conditions, and General Requirements)

1.1 SCOPE

- A. Furnish and install all playground protective surfacing as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Poured-in-place rubber surfacing
- B. Related work specified elsewhere:
 - 1. Play Equipment – Section 11 68 13
 - 2. Earthwork and Grading – Section 31 22 00

1.2 STANDARDS

- A. All surfacing shall meet ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- B. Poured-in-place rubber surfacing shall meet the following standards:
 - 1. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
 - 2. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
 - 3. ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
 - 4. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
 - 5. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
 - 6. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
 - 7. ASTM 3313 Test Method for Determining Impact Attenuation of Playground Surfaces Within the Use Zone of Playground Equipment as Tested in the Field.

1.3 SUBMITTALS

A. Poured-in-Place Rubber Surfacing

1. Samples: Submit a one pint sample of rubber granules for each color specified.
2. Product Data: Submit manufacturer's product data and installation instructions.
3. Manufacturer's test data identifying the critical height of material per specified base and wear course depths.
4. Performance Data: Provide certified product test data from independent (third-party) laboratory reports indicating compliance with ASTM tests as follows:
 - a. Accessibility: Certification of compliance with ASTM F1951
 - b. Shock attenuation (ASTM F1292):
 - 1) Gmax: Less than 200
 - 2) Head Injury Criteria: less than 1000 for fall height shown on plans
 - c. Flammability (ASTM D2859): Pass
 - d. Tensile Strength (ASTM D412): 60 psi (413 kPa)
 - e. Tear Resistance (ASTM D624): 140%
 - f. Water Permeability: 0.4 gal/yd²/second

B. Quality Assurance Submittals

1. Submit a listing of at least 5 installations where products similar to those proposed for use have been installed and have been in successful service for a minimum period of 3 years. This list shall include the name of the owner or purchaser, address of installation, date of installation, contact person, and phone number.
2. Submit certificate of qualifications of the playground surfacing installer in compliance with Section 1.4 below.
3. Post-construction Testing of Protective Surfacing: Submit test data identifying the critical height, head injury criteria, and G-Max of the installed surfacing, conducted by a Certified Playground Safety Inspector. Refer to Section 3.6 below.

C. Closeout Submittals

1. Submit warranty documents specified in Section 1.6 below.

1.4 QUALITY ASSURANCE

A. Qualifications of Playground Protective Surfacing Installer

1. Utilize an installer approved and trained by the manufacturer of the playground protective surfacing system, having experience with other projects of the scope and scale of the work described in this Section. The installer shall have the following certifications:
 - a. Certification by the product manufacturer that the installer is an approved applicator of the playground protective surfacing system.
 - b. Certification by the International Play Equipment Manufacturers Association (IPEMA).
2. The playground protective surfacing installer shall have operated its company for a minimum of 5 years in North America and shall have installed playground surfacing at a minimum of 20 separate project sites in North America with a minimum of 1,000 s.f. of playground surfacing installed at each site.

B. Qualifications of Playground Protective Surfacing Product

1. The playground protective surfacing manufacturer shall have operated its company for a minimum of 4 years in North America and shall have had a minimum of 40 installations of its products in North America with a minimum of 1,000 s.f. of playground surfacing installed at each site.

C. Proposition 65 Compliance: Consumer product warning requirements shall be as specified in Article 6 "Clear and Reasonable Warnings" in Title 27 of the California Code of Regulations. Locations, quantities, content, layout and dimensions of product warnings shall be "clear and reasonable" as determined by the State.

D. Post-construction Playground Safety Inspection: Upon completion of the play equipment and protective surfacing installation and prior to its first use, the Contractor shall submit a certification of compliance as specified in Section 11 68 13 Play Equipment.

1.5 DELIVERY, STORAGE AND HANDLING

A. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

- B. Storage and Protection: Store materials protected from exposure to harmful environmental conditions, and at a minimum temperature of 40 degrees F. and a maximum temperature of 90 degrees F.

1.6 WARRANTY

- A. Manufacturer's Warranty: Submit the manufacturer's standard warranty document executed by an authorized company official for the City's acceptance. Manufacturer's warranty is in addition to, and not a limitation of, other rights that the City may have under the contract documents.
 - 1. The manufacturer's warranty shall be insured by a third-party insurer.
 - 2. The minimum warranty period from the date of completion of the work shall be as follows:
 - a. Poured-in-Place Rubber Surfacing: ten (10) year pro-rated warranty, with full warranty coverage in the first five (5) years and pro-rated warranty beginning in year six (6).
 - 3. Warranty shall stipulate that protective surfacing product shall maintain required impact attenuation characteristics and remain free from defects in materials and workmanship and serviceable for its intended use for the duration of the warranty period.
 - 4. Defects in materials and workmanship discovered during the warranty period shall be corrected by the Contractor at no cost to the City.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Poured-in-Place Rubber Surfacing: Shall be Surface America, Inc., Playbound Poured-In-Place System, as supplied by Ross Recreation, (707) 538-3800, or approved equal.
 - 1. Poured-in-Place Primer: Polyurethane
 - 2. Poured-in-Place Cushion Course: Blend of 100% recycled SBR (styrene butadiene rubber) and polyurethane.
 - a. Thickness: Cushion course thickness shall be as required to meet or exceed the maximum critical fall height shown on plans and to pass the post-construction testing of the playground safety surface.
 - b. Formulation Components: Blend of strand and granular material

3. Poured-in-Place Wear Course: Blend of recycled EPDM (ethylene propylene diene monomer) and polyurethane.
 - a. Thickness: Nominal 1/2 inch
 - b. Dry Static Coefficient of Friction (ASTM D2047): 1.0
 - c. Wet Static Coefficient of Friction (ASTM D2047): 0.9
 - d. Dry Skid Resistance (ASTM E303): 89
 - e. Wet Skid Resistance (ASTM E303): 57
 4. Mix Requirements: Required mix proportions by weight:
 - a. Cushion Course: 14% polyurethane, 86% rubber
 - b. Wear Course: 18% polyurethane, 82% rubber
 5. Finishes
 - a. Colors for poured-in-place rubber surfacing shall be as indicated on the plans.
 - b. The UV Resistant Aliphatic binder shall be used.
- B. Approved Alternative Surfacing
1. Shall be GT Impax Flexground EnduraFlex TPV with Aliphatic binder, with 10-year prorated warranty, as supplied by MRC, contact David Zehnder, (510) 227-9650.

PART 3 – EXECUTION

3.1 MANUFACTURER’S INSTRUCTIONS

- A. Comply with the instructions and recommendations of the playground protective surfacing manufacturer.

3.2 SUPERVISION

- A. Manufacturer certified personnel must be present on-site during all phases of playground protective surfacing installation.

3.3 PREPARATION

- A. Subsurface Verification: Verify that the substrate conditions provide positive drainage and are suitable for installation of the playground protective surfacing.

- B. Subsurface Compaction: The permeable base course shall be mechanically vibrated to achieve a dense, compacted surface with an equivalent 95% relative density per ASTM D1557, to provide a non-yielding smooth, flat surface.
- C. Subsurface Grades: Tolerance of permeable base rock underneath playground protective surfacing shall not exceed 1/4-inch in any direction when measured beneath a 10-foot long straight edge. Where existing low or high points occur on the base course surface outside of the tolerances specified herein, these areas shall be leveled such that the specified planarity is achieved.
- D. Drainage: Verify that subsurface drainage has been installed to provide positive drainage.
- E. Do not proceed with installation until unsuitable conditions are corrected.

3.4 INSTALLATION

- A. Poured-in-Place Rubber Surfacing
 - 1. Environmental Requirements: Install surfacing system on a dry subsurface, with no prospect of rain within the initial drying period, at temperatures recommended by the manufacturer. Installation in weather conditions of extreme heat, less than 55 degrees F., and/or high humidity may impact cure time, and the structural integrity of the final product. The immediate surroundings of the site shall be reasonably free of dust conditions and poor particulate air quality, which will impact the final surface look. The manufacturer's installation manager shall reserve the right to control the installation based on these factors without penalty to the installer.
 - 2. Surface Preparation: Using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft²/gal .
 - 3. Do not proceed with playground surfacing installation until all applicable site work, including substrate preparation, fencing, playground equipment installation and other relevant work, has been completed.
 - 4. Cushion Course Installation:
 - a. Using screeds and hand trowels, install the cushion course at a consistent density of 29 pounds, 1 ounce per cubic foot to the specified thickness.

- b. Allow cushion course to cure for sufficient time so that indentations are not left in the cushion course from applicator foot traffic or equipment.
 - c. Do not allow foot traffic or use of the cushion course surface until it is sufficiently cured.
- 5. Primer Application: Using a brush or short nap roller, apply primer to the cushion course perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft²/gal.
- 6. Wear Course Installation:
 - a. Using a hand trowel, install wear course at a consistent density of 58 pounds, 9 ounces per cubic foot to a nominal thickness of 1/2 inch.
 - b. Allow wear course to cure for a minimum of 48 hours.
 - c. At the end of the minimum curing period, verify that the wear course is sufficiently dry and firm to allow foot traffic and use without damage to the surface.
 - d. Do not allow foot traffic or use of the surface until it is sufficiently cured.

3.5 CLEAN-UP

- A. 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 shall be considered adequate grounds for having the work done by others at the Contractor's expense.

3.6 PROTECTION

- A. Protect the installed playground protective surfacing from damage resulting from subsequent construction activity on the site.

3.7 COMPLIANCE

- A. Prior to its first use, the poured-in-place rubber surfacing shall be tested in accordance with ASTM F3313 by a Certified Playground Safety Inspector who shall certify in writing that the installed surfacing meets ASTM F1292.
- B. Any test results that do not meet the requirements in ASTM F1292 shall require the installer to repair the failed test area and have the entire play area retested as

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stated above. All costs for initial testing, corrections, and re-testing shall be paid for by the Contractor.

END OF SECTION 32 18 16

SECTION 32 31 19 METAL AND HARDWARE

PART 1 – GENERAL

(See also General Conditions, Special Conditions, and General Requirements)

1.1 SCOPE

- A. Furnish and install all metal work as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Play area fence
 - 2. Play area gate
 - 3. Miscellaneous metal fasteners
- B. Related work specified elsewhere:
 - 1. Site Concrete – Section 32 13 13

1.2 STANDARDS

- A. The following standards are hereby made a part of this Section and miscellaneous metal work shall conform to the applicable requirements therein except as otherwise specified herein or shown on the plans. Nothing contained herein shall be construed as permitting work that is contrary to code requirements or governing rules and regulations.
 - 1. Section 75 “Miscellaneous Metal” of the Department of Transportation Standard Specifications (DTSS), latest edition.
 - 2. Steel Structures Painting Council Surface Preparation Specifications, Vol. 2, Painting Manual.

1.3 SHOP DRAWINGS

- A. Submit shop drawings where required by the technical specifications or on the plans for:
 - 1. Play area fence, including gate posts, brackets, rails and fittings
 - 2. Play area gate and hardware, including gate swing direction
- B. Shop drawings shall show dimensions, sizes, thicknesses, gauges, weights, finishes, joining, attachments, and relationship of work to adjoining construction. Include plans, elevations, sections, and other required installation and operational clearances. Include details of post anchorage, attachment and bracing. Where

concrete or other materials must be set to exact locations to receive work, furnish assistance and direction necessary to permit other trades to properly locate their work. Where welded connectors or concrete inserts are required to receive work, shop drawings shall show exact locations required, and all such drawings shall be furnished to the trades responsible for installing the connectors or inserts. Catalog work sheets showing illustrated cuts of item to be furnished, scale details, and dimensions may be submitted for standard manufactured items.

PART 2 – PRODUCTS

2.1 FASTENINGS

- A. Intent of Drawings: The drawings are intended to show the number, size, and spacing of nails, bolts, and screws, etc., required for structural strength. If any particular joint is not shown on the drawings, it shall be provided with bolts, screws, and/or nails, as required to be consistent with the fully detailed joints, and shall be subject to the approval of the City's Representative.
- B. Furnish all hardware required for fastenings, as shown on the plans, and as specified herein, and as required to complete the work. All fasteners shall be hot-dip galvanized. Fasteners shall include, but not be limited to, the following:
 - 1. Nails: Unless otherwise noted, nails shall be hot-dipped 2 oz./s.f. common wire of adequate size for type of fastening, ASTM 153.
 - 2. Bolts: Shall be machine bolts, lag bolts, or carriage bolts of structural grade steel conforming to ASTM A 153, of sizes indicated on the plans. Anchor bolts shall have cut threads.
 - 3. Washers: Shall be of standard malleable iron, ASTM 153.
 - 4. Lag Screws: Shall be of structural grade steel, and shall be hex headed wherever possible, ASTM 153.
 - 5. Galvanizing:
 - a. All ferrous metal fabrications shall be hot-dipped galvanized per ASTM A 153. Fabrications to be painted shall be acid etched prior to painting. Galvanizing for iron and steel hardware shall be in accordance with ASTM 153.
 - b. If necessary, the threads of nuts shall be re-tapped after galvanizing. Any damaged zinc coatings shall be repaired with galvanizing repair compound.

2.2 PLAY AREA FENCE AND GATE

- A. Shall be wire mesh fence and gate, Elite Double Wire series, 4' high C-EL48 pre-fabricated welded wire mesh fence system as manufactured by Omega II Fence Systems, as available from MJB Corporation, 15408 Doolittle Road, Grass Valley, CA 95949, or approved equal.
- B. Provide gate hardware, latches, hinges, and kick plate as required to meet CBC Chapter 11B-404. Hinges shall be heavy duty, exterior grade, each rated for minimum 300 lbs load.
- C. Posts: Shall be cold rolled 1008 grade steel to meet ASTM A500 and ASTM A787 and the following maximum horizontal loads, length as required for embedment mount.
 - 1. 11 ga. Thick or less: Zinc coated (pre-galvanized process) with a minimum of 0.9 oz/ft² as per ASTM A653 Grade 90.
 - 2. 1/8 in or more: Coated with a minimum of 2.3 oz/ft² (705 g/m²) zinc (hot-dip galvanizing) in conformity with ASTM A123 Grade 100.
- D. Polyester Coating: Shall be minimum 4 mils 0.5 oz/ft² zinc in conformity with ASTM A641 Class 1 and applied by an electrostatic process. Coating shall cover all surfaces of the wire and post sections. Color shall be standard black, 30% gloss.
- E. Mesh: Vertical wires shall be 6-gauge (4.88 mm) diameter and placed between two horizontal wires of 4 gauge (5.72 mm) diameter to form rectangular mesh openings 1-15/16"x7-7/8". Cold rolled annealed wire made of AISI Grade 1018 steel with tensile strength of at least 75,000 psi (515 Mpa) in accordance with ASTM A853. Wires at the top and bottom of panels shall be cut flush.

2.3 MATERIALS

- A. Steel Fabrications
 - 1. Steel tube: Cold-formed, conforming to ASTM A 500, Grade B.
 - 2. Steel plates, shapes, bars: Conforming to ASTM A 36.
 - 3. Concrete inserts: Malleable iron, ASTM A 47, or cast steel, ASTM A 27, inserts, with steel bolts, washers and shims; hot-dipped galvanized.
 - 4. Anchors and inserts: Furnish inserts and anchoring devices to be built into other work for installation of miscellaneous metal items. Coordinate delivery to job site to avoid delay. Use non-ferrous metal or hot-dipped galvanized anchors and inserts for exterior resistance. Use toothed steel

or lead expansion bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete or masonry work.

5. Fasteners: Use fasteners made of the same basic metal as the fastened metal, unless otherwise indicated. Do not use metals which are corrosive or incompatible with materials joined. Provide exposed fasteners, if any, which match finish of fastened metal, unless otherwise indicated.

PART 3 – EXECUTION

3.1 GENERAL

- A. Verify all measurements on-site prior to ordering materials.
- B. Coordinate all metal work with adjoining work for details of attachment, fitting, etc. Do all cutting, shearing, drilling, punching, threading, tapping, etc., required for miscellaneous metal or for attachment of adjacent work. Drill or punch holes, do not use a cutting torch. Shearing and punching shall leave true lines and surfaces.
- C. Conceal all fastenings where practicable. Thickness of metal and details of assembly and supports shall give ample strength and stiffness. Form joints exposed to weather to exclude water.
- D. Make all permanent connections in ferrous metal surfaces using welds where at all possible. Do not use bolts or screws where they can be avoided. Re-galvanize all welds.
- E. Provide all lugs, clips, anchors and miscellaneous fastenings necessary for the complete assembly and installation.
- F. Set all work plumb, true, rigid, and neatly trimmed out.
- G. Where items must be incorporated or built into adjacent work, deliver them to the trade that is responsible for proper location of such items.

3.2 WELDING

- A. Perform all welding in accordance with DTSS Section 75 “Miscellaneous Metal”.
- B. Welds shall be made only by operators experienced in performing the type of work indicated.

- C. Welds normally exposed to view in the finished work shall be uniformly made and shall be ground smooth.
- D. Where welding is done in proximity to glass or finished surfaces, such surfaces shall be protected from damage due to welds, sparks, spatter, or tramp metal.

3.3 BOLTED, SCREWED AND RIVETED CONNECTIONS

- A. In general, use bolts for field connections only as detailed. Provide washers under all heads and nuts. Draw all nuts tight and nick threads of permanent connections to prevent loosening. Use beveled washers where bearing is on sloped surfaces.
- B. Each bolt hole in wood shall be drilled 1/16 inch larger than the bolt diameter.
- C. Where screws must be used for permanent connections in ferrous metal, use flat head type, countersunk, with screw slots filled and finished smooth and flush.

3.4 CLEAN-UP

- A. Protection and Cleaning: Remove all soiled and foreign matter from finished surfaces and apply such protective measures as required to prevent damage or discoloration of any kind until acceptance of the project.
- B. During construction, keep premises as clear as possible of materials and debris, and at the completion of work remove all tools, appliances, materials, and debris from the premises.

END OF SECTION 32 31 19

SECTION 32 33 00 SITE FURNISHINGS

PART 1 – GENERAL

(See also General Conditions, Special Conditions, and General Requirements)

1.1 SCOPE

- A. Furnish and install all site furnishings as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Benches
 - 2. Trash receptacles
 - 3. Removable bollard
 - 4. Entrance sign
 - 5. Exit sign
 - 6. Illuminated exit sign
- B. Related work specified elsewhere:
 - 1. Site Concrete – Section 32 13 13

1.2 ACCEPTANCE

- A. Prior to the purchase of the items and within ten (10) working days after award of the contract, the Contractor shall supply the City's Representative with samples of the finishes for approval. No materials for this Section shall be purchased until such approval is granted.

1.3 CERTIFICATION

- A. Delivery schedules shall be verified and certified in writing to the City's Representative within ten (10) working days after award of the contract.

1.4 SUBMITTALS

- A. Submit catalog information for items:
 - 1. Bench
 - 2. Trash receptacle
 - 3. Removable bollard
 - 4. Entrance sign
 - 5. Exit sign
 - 6. Illuminated exit sign

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Bench: Shall be DuMor, model 88 SER PL-3AR, 6' length, surface mounted, frame shall be powder coated black color, slats shall be "Redwood" colored recycled plastic with centered arm rest, or approved equal. Available through Ross Recreation Equipment, 100 Brush Creek Road, Suite #206, Santa Rosa, CA 95404, (707) 538-3800.
- B. Trash Receptacle: Shall be Universal Precast Concrete, standard trash receptacle with city logo, liner, drain hole, lid and security cable, QCP latte color with smooth finish and standard sealer, or approved equal. Available through Universal Precast Concrete.
- C. Removable Bollard: Shall be Bollard Post, model R-7902, 36 inches in height, powder coated black textured semi gloss, Removable Receiver with Lid mounting style with Brass Padlock, as manufactured by and available from Reliance Foundry, 1 (888) 735-5680, or approved equal.
- D. Entrance Sign: Shall be TactileTouch Braille Sign, 6" x 9", model SE-2710 with accessible pictogram and tactile touch braille, color 210 black with white text, as available from My Door Sign, www.MyDoorSign.com, (887)-417-6328, or approved equal.
- E. Exit Sign: Shall be shall be TactileTouch Braille Sign, 6" x 9", model SE-1980, Exit Sign with tactile touch braille, color 210 black with white text, vertical orientation, as available from My Door Sign, or approved equal.
- F. Illuminated Exit Sign: Shall be model PA100-R-s, 100' Photoluminescent Exit Sign, 1-sided, color red, as available from The Exit Light Company, (877)-352-3948 www.ExitLightCompany.com, or approved equal.

PART 3 – EXECUTION

3.1 LAYOUT

- A. Prior to commencing installation, the Contractor shall stake the site furnishing layout and request a review by the City's Representative to determine adjustments on-site from locations shown on the plans.

3.2 INSTALLATION

- A. All site furnishings shall be installed per the manufacturer's specifications.

END OF SECTION 32 33 00

SECTION 32 84 00 PLANTING IRRIGATION

PART 1 – GENERAL

(See also General Conditions, Special Conditions, and General Requirements)

1.1 SCOPE

- A. Furnish and install a complete automatic irrigation system as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Water point of connection
 - 2. Trenching and piping
 - 3. Irrigation equipment
- B. Related work specified elsewhere:
 - 1. Trenching and Backfilling – Section 31 23 00
 - 2. Landscape Maintenance – Section 32 01 90
 - 3. Landscape Soil Preparation – Section 32 91 13

1.2 QUALITY CONTROL

- A. Standards: Unless otherwise shown or specified, all materials and methods shall conform to the most current Section 20-2 “Irrigation” of the State of California Department of Transportation Standard Specifications (DTSS) as they reasonably apply to this work, except for measurement and payment requirements.
- B. All irrigation shall be provided and performed in accordance with the current City of Milpitas Standard Specifications and Details. Wherever these plans and the City Standards conflict, the higher quality standard or specification will apply.
- C. Reviews: The Contractor shall specifically request the following reviews prior to progressing with the work:
 - 1. Layout of system.
 - 2. Points-of-connection excavation.
 - 3. Trenching and pipe assembly.
 - 4. Coverage adjustment of all heads and valve box installation.
 - 5. Operation of system.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Quality: All materials shall be new and the best quality available unless otherwise specified. All materials shall be clearly marked by the manufacturer on all material, containers, or certificates of contents for inspection.
- B. Plastic Pipe and Fittings: All mainline pipe shall be Class 315 conforming to ASTM D2241. Unless otherwise noted, all laterals shall be Class 200 PVC pipe conforming to ASTM D2241. Solvent weld fittings, if used, shall be Schedule 40 as called for on details. Solvent for piping shall be as recommended by the manufacturer. All pipe shall be clearly labeled with the manufacturer type and specification numbers. Recycle water line shall be purple.
- C. Control Wire: Type UF, 600 v. insulation, minimum size #14, copper, common to be white, valve control wire to be red or black, U.L. approved for irrigation control use. Splices shall be "Scotch-Lok" seal pack, or approved equal.
- D. Valve Boxes: Precast concrete or plastic of type and size indicated. Free of all cracks, chips or structural defects. Boxes located in pavement (asphalt or concrete) and/or subject to vehicular traffic shall be concrete and have heavy duty steel covers. Boxes shall be sized to provide a 4 inch minimum clearance around the irrigation equipment inside the box, excluding all pipes and fittings.
- E. Irrigation Equipment: Refer to plans. Water meter and backflow preventer are existing. Any desired substitutions require submittals in duplicate for specific written approval.
- F. Thread Sealant: Teflon tape shall be used on metal-to-plastic or plastic-to-plastic pipe threads. Permatex Thread Sealant, part #14H, white in color, shall be used on metal-to-metal pipe threads.
- G. Valve ID Tags: All control valves to be labeled with standard yellow valve ID tags, available from Ewing Irrigation, (650) 592-9530, or similar.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Grading: The Contractor shall be responsible for installing all irrigation features to their finished grade and at the depths indicated. All rough grading shall be completed before trenching commences.
- B. Layout and Trenching: All features of the irrigation system shall be staked and pipe alignments marked prior to trenching for review by the City's Representative.

3.2 INSTALLATION

- A. Backfilling: Do not cover joints until the system has been reviewed by the City's Representative. Backfill with damaging rocks and debris shall not be permitted. Compact all backfill and eliminate settlement. Previously prepared soil shall be replaced as the top 6 inches of backfill.
- B. Fabrication: Snake pipe from side to side when trench exceeds 30 feet in length. All manifolds shall be neat, orderly, and constructed for ease in maintenance operations. Construct manifolds to allow valve boxes to be parallel to each other and to adjacent walls, walks, curbs, and buildings. Cuts and joints shall be free of burrs, smooth, and minimum in quantity. All pipe above finish grade shall be galvanized unless noted otherwise.
- C. Pipelines: All pipelines shown parallel on the drawing may be installed in a common trench. Where pipelines are shown parallel or adjacent to shrub or groundcover areas, they shall be installed in these areas. All changes in depth of pipe shall be accomplished using 45-degree fittings.
- D. Testing: Test mainline at 125 p.s.i. for 6 hours. Test and repair as necessary until satisfactory test conditions are obtained.
- E. Control Wire: Install control wire in pipe trenches wherever practical. Tape to underside of pipe every 10 feet. Loop wire every 20 feet. Splices shall occur in valve boxes only and shall be accomplished utilizing approved connectors. All wire shall be installed below or level with the bottom of adjacent pipes. All wiring above finish grade shall be enclosed in steel conduit. Splices shall be installed in junction boxes.
- F. Adjustments: Adjust all heads for arc, radius, riser height, and distribution for uniform and optimum coverage. Such adjustments shall include nozzle changes without additional cost to City.
- G. Finish Grade: Unless otherwise noted, all heads shall be set at finish grade and on double or triple swing joints as called for on the plans. The top of all valve boxes shall be flush with finish grade.
- H. Controller: Existing.

3.3 RECORD DRAWING

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- A. Regularly update a print of the system and any changes made to the system throughout the project. Features below ground shall be indicated with at least two measurements from surface features such as walks, building, or sprinkler heads. All changes shall be recorded on this plan before trenches are backfilled. The record drawing shall be completed and submitted to City before final payment is made for work installed.

END OF SECTION 32 84 00

SECTION 32 91 13 LANDSCAPE SOIL PREPARATION

PART 1 – GENERAL

(See also General Conditions, Special Conditions, and General Requirements)

1.1 SCOPE

- A. Furnish and install all landscape soil preparation as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Soil testing
 - 2. Import topsoil
 - 3. Topsoil placement
 - 4. Organic amendment
 - 5. Fertilizer
 - 6. Finish grading
- B. Related work specified elsewhere:
 - 1. Earthwork and Grading – Section 31 22 00
 - 2. Landscape Planting – Section 32 93 00

1.2 QUALITY CONTROL

- A. Reviews: Contractor shall specifically request at least three (3) working days in advance of the following reviews prior to progressing with the work:
 - 1. Completion of rough grading
 - 2. Verification of amendment incorporation depths
 - 3. Finish grade
- B. Certification: Written certificates stating quantity, type, and composition, weight and origin for all amendments and chemicals shall be delivered to the City's Representative before the material is used on the site.
- C. Soil Testing: Provide soil samples to Waypoint Analytical, Inc. of Anaheim, (714) 282-8777, for testing in accordance with these specifications. Test results shall be made available to the City's Representative. Allow sufficient time for testing prior to preparing soil for planting.
 - 1. The following soil tests are required under these specifications:

- a. Native Soil: Prior to construction, submit native soil for horticultural soil analysis, consisting of one one-quart samples from the proposed container planting areas. Samples shall be a representative composite taken from several planting areas.
 - b. Import Soil: Prior to construction, submit for horticultural soil analysis: one quart-sized sample of import soil.
 - c. Pre-Plant: Following amendment and fine grading and prior to installation of plant material, submit for horticultural soil analysis: one quart-sized sample of in-place topsoil. Sample shall be a representative composite taken from several planting areas.
2. If test results indicate that soils fail to meet the specifications, obtain other sources of import material or re-amend as required. Retest and resubmit until passing results are obtained.
 3. Testing costs for initial samples and costs for any additional samples due to non-compliance shall be paid for by the Contractor.
 4. No material shall be delivered to the site until the City's Representative approves the material.
 5. The Contractor shall allow for sufficient time for testing prior to construction.
- D. Amendment Samples: Provide an analysis of the amendment from a Seal of Testing Assurance (STA) Certified Compost Lab, designated by the U.S. Composting Council (USCC). Or, send a one-gallon sample of each proposed amendment to Waypoint Analytical, Inc. of Anaheim, for their testing for conformance to this specification.
1. No material shall be delivered to the site until the City's Representative approves the samples.
 2. Testing costs shall be paid for by the Contractor.
 3. If an alternate laboratory is used, the laboratory must be STA certified by the USCC, using test methods described in the "Test Methods of the Examination of Composting and Compost" (TMECC) test methods manual.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Import Topsoil: Shall be a homogeneous mineral soil classified as loam, sandy clay loam, or sandy loam with clay content between 15 and 25%. The sum of silt plus

clay shall be less than 35%. Import topsoil shall not contain more silt and clay than the on-site native soil.

1. Particle size data shall be based upon standard USDA methodology. Of the material falling in the sand category, a minimum of 50% shall fall in the fine sand range .05 - 5.0 mm. Gravel content greater than 2.0 mm shall be less than 15%.
2. Soil chemistry shall be suitable for growing the plants specified. The soil shall be non-saline as determined on the saturation extract. Salinity shall not exceed 3.0 mmhos/cm, boron shall not exceed 1.0 ppm, and the sodium absorption ratio (SAR) shall not exceed 6.0. Soil reaction as determined on a saturated paste shall fall between 5.5 and 7.5.
3. The soil shall be free of organic herbicides, or other growth-restricting chemicals. Contamination may be tested by greenhouse trials using rye grass and radish as test crops using the proposed import soil as substrate. These trials require 4 to 5 weeks for completion.

B. Fertilizer: Shall be determined from the soils test results. For purposes of bidding only, assume the use of 6-20-20 commercial fertilizer, iron sulfate, and 20-10-5 Best-Pak planting packets by J.R. Simplot Company.

C. Organic Amendment: If recommended by the horticultural soils test, the following materials shall be used as soil amendment.

1. Compost: Shall be Z-Best's Organic Compost available through Z-Best Composting (408) 846-1574 and shall conform to:
 - a. Seal of Testing Assurance Program from the U.S. Composting Council.
 - b. Compost parameters, below:

Property	Test Method	Unit of Measurement	Requirement
pH	TMECC 04.11-A Elastomeric pH 1:5 slurry method pH	units	6–8.5
Soluble salts	TMECC 04.10-A Electrical conductivity 1:5 slurry method	dS/m (mmhos/cm)	0–10
Moisture content	TMECC 03.09-A Total solids & moisture at 70 ± 5 °C	% wet weight basis	30-60
Organic matter Content	TMECC 05.07-A Loss-on-ignition organic matter method (LOI)	% dry weight basis	30–60

Property	Test Method	Unit of Measurement	Requirement
Maturity	TMECC 05.05-A Germination and vigor	% relative to positive control	Seed emergence 80 or above Seedling vigor 80 or above
Stability	TMECC 05.08-B Carbon dioxide evolution rate	mg CO ₂ -C/g OM per day	4 or below
Pathogen	TMECC 07.01-B Salmonella < 3 MPN per 4 grams, dry weight basis	Pass/ Fail	Pass
Pathogen	TMECC 07.01-B Fecal coliform bacteria < 1,000 MPN per gram, dry weight basis	Pass/ Fail	Pass
Physical contaminants	TMECC 02.02-C Man-made inert removal and classification: Plastic, glass, and metal % > 4 mm fraction	% dry weight basis	combined total: < 0.5%
Physical contaminants	TMECC 02.02-C Man-made inert removal and classification: Sharps (sewing needles, straight pins and hypodermic needles) % > 4mm fraction	% dry weight basis	none detected
Particle size fine for compost used as soil amendment	TMECC 02.02-B Sample sieving for aggregate Size classification	% dry weight basis	Pass 2 inch sieve 98% min., Pass 3/8 inch sieve 95% min.
Heavy metals	PASS / FAIL	mg/kg (ppm), dry weight basis	All EPA 503 metal contaminant limits
Carbon:Nitrogen Ratio		Carbon:Nitrogen	≤25:1
Note: TMECC refers to "Test Methods for the Examination of Composting and Compost," published by the United States Department of Agriculture and the United States Compost Council (USCC). (Table modified from the US Composting Council Landscape Architectural Specifications 2005.)			

2. Nitrogen-treated Fir Bark shall conform to:

a. Physical Properties

- 1) 95% -100% passing, sieve size 6.35 mm (1/4 inch)
- 2) 80% - 100% passing, sieve size 2.38 mm (No. 8, 8 mesh)
- 3) 0% - 30% passing, sieve size 500 micron (No. 35, 32 mesh)

b. Chemical Properties

- 1) Nitrogen Content (dry weight basis): 0.4% - 0.6%

- 2) Iron Content: minimum 0.08% dilute acid soluble Fe on dry weight basis
- 3) Soluble Salts: maximum 3.5 millimhos/cm at 25 degrees C. as determined by saturation extract method
- 4) Ash: 0 - 6.0%

PART 3 – EXECUTION

3.1 LIMITS AND GRADES

- A. Grade Review: Prior to commencing soil preparation operations, Contractor shall request a review by the City's Representative to verify specified limits and grades of work completed to date and soil preparation work to commence. Complete the rough grading as necessary to round the top and toe of all slopes, providing naturalized contouring to integrate newly graded areas with the natural topography. Finish grading under this Section shall be completed in accordance with the grades indicated on the plans.
- B. Grading at Existing Trees: Soil work within the dripline of existing trees shall be performed in accordance with tree protection requirements indicated on the plans and Section 32 01 91 Tree Protection and Pruning.

3.2 TOPSOIL PLACEMENT

- A. Depths indicated in this Section are for bidding purposes only. Depth of scarification, height of soil lifts, and depths of incorporation shall be as recommended by the soil testing lab.
- B. Soil Moisture: If soils are saturated, suspend soil work operations until the soil moisture drains to below field capacity.
- C. Subgrade preparation: Excavate planting areas to the proposed subgrade and remove all construction debris and materials.
 1. Do not over excavate compacted subgrades of adjacent pavement or structures.
 2. Subgrades shall slope approximately parallel to the finished grade and/or toward the subsurface drain lines as shown on the plans.
 3. Scarify or rip subgrade to a depth of 7 inches and protect from compaction.
- D. Topsoil Incorporation: Uniformly distribute a 3 inch layer of topsoil and incorporate it into the top 6 inches of subsoil by ripping, scraping, or tilling to mix

the subsoil with the topsoil into a homogeneous mixture. Repeat until the total depth of topsoil placed is as indicated on the plans. The final layer of topsoil shall be uniformly distributed in the planting areas and compacted in place to 85% compaction.

- E. Existing Topsoil to Remain: Except within tree protection zones, in those planting areas where native topsoil is to be left in place, cross rip to a depth of 10 inches. Then incorporate the amendments to a homogeneously blended soil depth of 6 inches.

3.3 ORGANIC AMENDMENT AND FERTILIZER INCORPORATION

- A. Organic amendment: After topsoil placement and compaction, spread organic amendment at a rate of 6 cubic yards per 1000 square feet, unless otherwise specified by the soils test results.
- B. Fertilizer: Spread uniformly on top of compost at rates determined by the soils test. For bidding purposes only, assume per 1000 square feet:
 - 1. 30 pounds commercial fertilizer (6-20-20)
 - 2. 10 pounds iron sulfate
 - a. Note: Iron sulfate should be applied cautiously, avoiding contact with concrete, since permanent staining may result. Any such stained concrete shall be replaced at Contractor's expense.
- C. Incorporate organic amendment and fertilizer into the top 6 inches of topsoil, until homogeneously blended.

3.4 PLANT PITS

- A. Plant Pit Preparation: Plant pits shall have their sides and bottoms loosened or otherwise broken to prevent glazed or compacted surfaces, and shall be as shown on the planting detail.

3.5 BACKFILL

- A. Backfill Material and Placement: Only unamended soil shall be used beneath the root ball. Cultivate the bottom of plant pits to improve porosity. Backfill around sides of the rootball shall be the amended soil taken from adjacent prepared areas. Spread material excavated from plant pits onto adjacent areas as replacement. Should additional backfill be necessary, a mixture of one third

organic amendment/fertilizer mix and two thirds topsoil may be used for the top 12 inches of backfill.

3.6 PLANT PACKETS

A. Packet Quantities: All container plants shall receive plant packets as follows:

Container Size	Number of Packets
one-gallon plants	one 10-gram packet
five-gallon plants	two 10-gram packets
fifteen-gallon plants	nine 10-gram packets
24-inch box trees	sixteen 10-gram packets
36-inch box trees	twenty-four 10-gram packets

1. Space the packets evenly around the root ball in the backfill, 6 - 8 inches from soil surface and 1 inch away from root ball. City's Representative may require excavation of up to 5% of all plants selected at random for conformance review.

3.7 FINISH GRADING

- A. Grading Operations: Finish grade all irrigated planting areas unless otherwise noted, and remove all rocks and clods over 1 cubic inch to a depth of 1 inch below finish grade. All areas shall be smooth and uniformly graded. All erosion damage during the construction period shall be repaired by the Contractor.
- B. Finish Grades: Unless otherwise noted, all soil finish grades shall be 1 inch below finish grade of walks, pavements, and curbs.

END OF SECTION 32 91 13

SECTION 32 93 00 LANDSCAPE PLANTING

PART 1 – GENERAL

(See also General Conditions, Special Conditions, and General Requirements)

1.1 SCOPE

- A. Furnish and install all landscape planting as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Trees
 - 2. Root barrier
 - 3. Mulch
 - 4. Headerboard
 - 5. Staking
- B. Related work specified elsewhere:
 - 1. Landscape Maintenance – Section 32 01 90
 - 2. Landscape Soil Preparation – Section 32 91 13

1.2 REFERENCES

- A. Interpretations of plant names and descriptions shall reference the following documents. Where the names or plant descriptions disagree between the several documents, the most current document shall prevail.
 - 1. USDA – The Germplasm Resources Information Network (GRIN)
<http://www.ars-grin.gov/npgs/searchgrin.html>
 - 2. Manual of Woody Landscape Plants, Michael Dirr, Stipes Publishing, Champaign, Illinois, most current edition.
 - 3. New Sunset Western Garden Book, Oxmoor House, most current edition.
- B. ANSI American Standard for Nursery Stock
- C. Federal, State, and County laws requiring inspection for plant disease and insect control.
- D. Nursery and Restoration Guidelines, working group for Phytophthoras in native habitats:
 - 1. <http://www.suddenoakdeath.org/welcom-to-calphytos-org-phytophthoras-in-native-habitats/>

1.3 QUALITY CONTROL

- A. Reviews: The Contractor shall specifically request the following reviews prior to progressing with the work:
 - 1. Plant material approval
 - 2. Plant layout
 - 3. Finish grade
 - 4. Substantial completion
 - 5. Final completion

1.4 SUBMITTALS

- A. Plant Material: Within ten (10) working days after award of the contract, the Contractor shall submit notice to the City's Representative certifying the quantity and species of plant material ordered, the nursery supplying the material, any plant material unavailable at the time, and proposed plant substitutions. No plants shall be ordered or delivered prior to written acceptance by the City's Representative.
- B. Mulch: Name of supplier and one quart-sized sample.
- C. Certificates: All plant material shall meet the specifications of Federal, State, and County laws requiring inspection for plant diseases and insect infestations. Inspection certificates required by law shall accompany each shipment, invoice, or order of stock, and when such plants arrive at the site of work, the certificate of inspection shall be filed with the City's Representative.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Nomenclature and Labels: Plant botanical names shall conform to current literature noted in Section 1.2 above. All plants of each clone, species, and cultivar shall be delivered to the site labeled with their full botanical names. Every plant species shall be labeled with no less than one label for every ten plants of a species.
- B. Quality: The minimum quality of all plant material shall conform to prevailing published specifications of the California Association of Nurserymen and the American Association of Nurserymen's American Standard for Nursery Stock

unless otherwise indicated. Additional specifications shall be indicated on the plans.

- C. Quantities: The quantities shown on the plant list and in labels are for the City's use and are not to be construed as the complete and accurate limits of the contract. The Contractor shall furnish and install all plants shown schematically on the plans. Any unlabeled plants shall be considered as the smaller size shown for that type on the plans.
- D. Root Systems: All container-grown stock shall be grown in its container for at least 6 months prior to its planting. Contractor shall allow one percent of the quantity of plants for removal and inspection. Any plant material, within one year following the final acceptance of the project, determined by the City's Representative to be defective, restricted, declining, or otherwise deficient due to abnormal root growth, shall be replaced by Contractor to the equal condition of adjacent plants at the time of replacement.
- E. Trees: All trees shall have straight trunks of uniform taper, larger at the bottom. Trunks shall be free of girdling roots or damaged bark, with all minor abrasions and cuts showing healing tissue. Sucker basal growth and sucker lateral growth shall be removed and treated to eliminate re-sprouting. Normal lower side branching shall remain. Trees that are unable to stand upright without support shall be rejected.
- F. Health: Foliage, roots, and stems of all plants shall be of vigorous health and normal habit of growth for its species. All plants shall be free of all diseases, insect stages, burns, or disfiguring characteristics.
- G. Untrue Species: All plant material, within two years following the final acceptance of the project, that is determined by the City's Representative to be untrue to the species, clone, and/or variety specified, shall be replaced by the Contractor, to the equal condition of adjacent plants at the time of replacement.
- H. Mulch: Except as otherwise noted below, mulch shall be walk-on bark, free of disease, invasive weeds and seeds. Maximum 3" grind. Available from Redi-Gro (800) 654-4358, or Lyngso Garden Materials, 345 Shoreway Road, San Carlos, CA 94070, (650) 364-1730, or approved equal.
- I. Headerboard: Shall be Benda Board recycled plastic landscape edging with associated stakes, color shall be Redwood, as available from Epic Plastics, or

approved equal. Stake color to match headerboard color. Install in locations shown on the plans, per the manufacturer's specifications.

PART 3 – EXECUTION

3.1 GENERAL

- A. Plant Material Approvals: Before planting operations commence, all or a representative sampling of plant material shall be reviewed at the site by the City's Representative. Defective plants installed without such review shall be removed from the site upon request by the City's Representative and an acceptable plant shall be substituted in its place.
- B. Storage and Handling:
 - 1. Plant materials shall be protected and maintained in good condition. Bare root and balled materials shall be watered regularly and placed in a cool area. Plant material shall be protected at all times from animal damage, vandalism, drought damage, wind damage, frost damage, toxic irrigation water, or any other condition that would damage or reduce the viability of the plants. Plants shall be kept moist at all times and shall be completely watered 12 hours or less before planting and shall be moist when installed.
- C. Layout: Only those plants to be planted in any single day shall be laid out. Locations of all plants shall be reviewed prior to planting. Plants installed without this review shall be transplanted as directed by the City's Representative.
- D. Protection of Plants: Maintain all plant material in a healthy growing condition prior to and during planting operations. The Contractor shall be responsible for vandalism, theft, and damage to plant material until the commencement of the maintenance period.
- E. Root Systems: The Contractor shall be responsible for inspection of all root systems on plant materials. Inspection shall include, but not be limited to, checking for rootbound stock, encircling roots at the perimeter of the container, evidence of girdling roots, and other defective root conditions. Such inspections shall include the complete removal of soil from one percent of plant material containers, or at least one plant from each nursery and each plant type. The Contractor shall cut defective or potentially defective girdling, rootbound, and encircling roots, and spread the root system into the surrounding backfill. Plants with excessively defective root systems shall be rejected by the Contractor.

- F. Pruning: The Contractor shall not prune plant material without the specific approval of the City's Representative. Plants pruned without approval shall be replaced by the Contractor, if required.
- G. Basins: Construct basins as necessary to water plants. Remove basins from all plants under a permanent irrigation system prior to final inspection and finish grade the planting area. Basins for plants to be hand-watered shall remain in place. Basin bottoms shall drain away from the plant stem.
- H. Staking: All trees shall be staked as shown on the plans with stakes driven securely into existing soil and aligned with the trunk and perpendicular to the direction of prevailing winds. A minimum of two figure-eight rubber tree ties is required per stake.
- I. Plant Pits, Backfill and Finish Grading: See Landscape Soil Preparation Section 32 91 13 for materials and installation requirements.
- J. Clean-up: After completion of all operations, remove all trash, excess soil and other debris. All walks and pavement shall be swept and washed clean, leaving the entire area in a neat, orderly condition.

END OF SECTION 32 93 00

SECTION 33 40 00 SITE DRAINAGE UTILITIES

PART 1 – GENERAL

(See also General Conditions, Special Conditions, and General Requirements)

1.1 SCOPE

- A. Furnish and install all storm drain lines and appurtenances as shown on the plans and as specified herein including, but not necessarily limited to, the following:
 - 1. Catch basin
 - 2. Junction box
 - 3. Storm drain cleanout
 - 4. Solid drainline
 - 5. Perforated drainline
- B. Related work specified elsewhere:
 - 1. Earthwork and Grading – Section 31 22 00
 - 2. Trenching and Backfilling – Section 31 23 00
 - 3. Site Concrete – Section 32 13 13

1.2 STANDARDS

- A. Unless otherwise specified or shown, all materials and methods shall conform to the appropriate current sections of the State of California, Department of Transportation Standard Specifications (DTSS) as they reasonably apply to this work, except for measurement and payment requirements.

1.3 TOLERANCES

- A. Tolerances for pipe trenches, pipe placement, catch basins, and area drains shall be as specified by DTSS. No combination of high and low tolerances that compromise the lines and grades as shown will be permitted.

1.4 REVIEWS

- A. 24 hours prior to placement of backfill above the pipe bedding, the City's Representative shall be notified by the Contractor, and shall be allowed a reasonable amount of time to inspect the placement of the pipe and pipe bedding.

1.5 RECORD DRAWINGS

- A. The Contractor shall maintain a daily log of on-site installation and changes from the Contract Documents on a set of prints provided to the Contractor by the City for record purposes. A clearly legible and detailed print of said log, acceptable to the Inspector, shall be submitted to the City prior to final payment.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Drain Pipe (solid and perforated): PVC sewer pipe, SDR-35, size as indicated on the plans, conforming to ASTM D3034 for 4 inch to 15 inch diameter size, and ASTM F679 for 16 inch to 24 inch diameter size.
- B. Drain Rock: 3/8 inch pea gravel.
- C. Catch Basin and Junction box: Christy V-64, solid steel lid, with appropriate extensions to extend 2 inches below invert elevations as shown on the plans.
- D. Geotextile Fabric: Mirafi 140N non-woven geotextile fabric, or approved equal. As available from SiteOne Landscape Supply, 1145 N. 13th St., San Jose, CA 95112, (408)-295-3376.

PART 3 – EXECUTION

3.1 TRENCH EXCAVATION

- A. Excavation of pipe trenches shall conform to DTSS Section 19-3 “Structure Excavation and Backfill” and Section 31 23 00 Trenching and Backfilling of these specifications.

3.2 INSTALLATION

- A. Pipes, catch basins, and appurtenances shall be installed to the lines and grades shown and in accordance with applicable sections of the DTSS.

END OF SECTION 33 40 00



SINNOTT PARK PLAYGROUND MILPITAS, CALIFORNIA

GEOTECHNICAL EXPLORATION

SUBMITTED TO

Ms. Marie Mai
Callander Associates Landscape Architecture, Inc.
2025 Gateway Place, Suite 285
San Jose, CA 95110

PREPARED BY ENGEO Incorporated

June 3, 2025
Revised December 2, 2025

PROJECT NO.
27375.000.001

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27375.000.001

June 3, 2025
Revised December 2, 2025

Ms. Marie Mai
Callander Associates Landscape Architecture, Inc.
2025 Gateway Place, Suite 285
San Jose, CA 95110

Subject: Sinnott Park Playground
Milpitas, California

GEOTECHNICAL EXPLORATION

Dear Ms. Mai:

ENGEO prepared this geotechnical exploration report for Callander Associates Landscape Architecture, Inc., as outlined in our agreement dated March 11, 2025. We characterized the subsurface conditions at the site to provide the enclosed geotechnical recommendations for design.

Our experience and that of our profession clearly indicate that the risk of costly design, construction, and maintenance problems can be significantly lowered by retaining the design geotechnical engineering firm to review the project plans and specifications and provide geotechnical testing and observation services during construction. Please let us know when working drawings are nearing completion, and we will be glad to discuss these additional services with you.

If you have any questions or comments regarding this report, please call and we will be glad to discuss them with you.

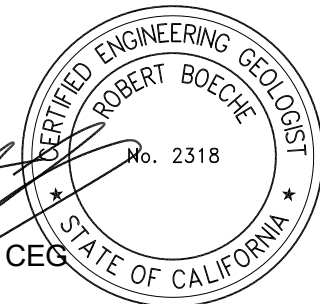
Sincerely,

ENGEO Incorporated



Angelo Campiglia

ac/jr/rhb/jf



Robert H. Boeche, CEG

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1.0 INTRODUCTION

1.1 PURPOSE AND SCOPE

ENGEO prepared this geotechnical exploration report for design of the Sinnott Park Playground project in Milpitas, California. As outlined in our agreement dated March 11, 2025, you authorized ENGEO to conduct the following scope of services.

- Subsurface field exploration consisting of hand-auger borings
- Soil laboratory testing
- Data analysis and conclusions
- Report preparation

For our use, we received the Preferred Site Plan, dated May 5, 2025, with proposed site features prepared by Callander Associates Landscape Architecture, delivered electronically via email.

This report was prepared for the exclusive use of our client and their consultants for the design of this project. In the event that any changes are made in the character, design, or layout of the development, we must be contacted to review the conclusions and recommendations contained in this report to evaluate whether modifications are recommended. This document may not be reproduced in whole or in part by any means whatsoever, nor may it be quoted or excerpted without our express written consent.

1.2 PROJECT LOCATION

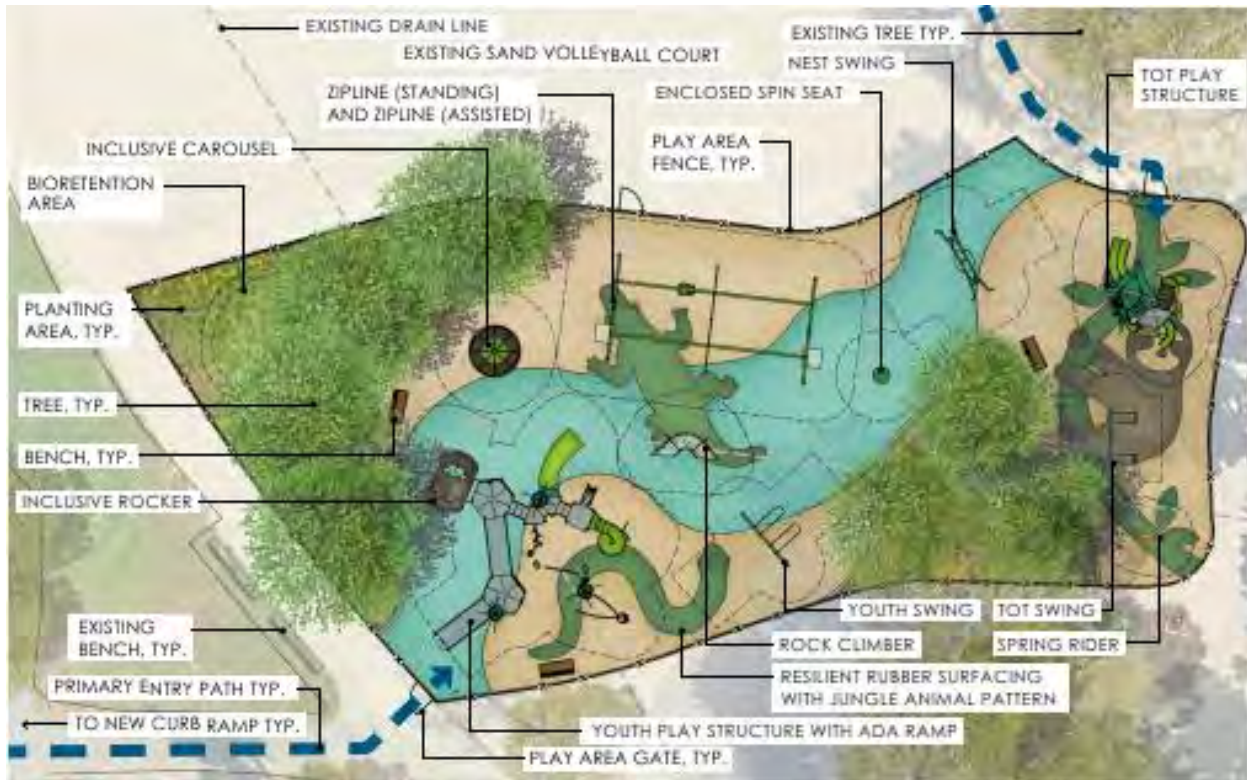
The project site is located on Tahoe Drive in Milpitas, California, as shown in Exhibit 2.1.1-1. The project site is bounded to the north by John Sinnott Elementary School, to the east by Tahoe Drive, to the south by residential buildings, and to the west by Clear Lake Avenue.

1.3 PROJECT DESCRIPTION

Based on the Preferred Site Plan and Conceptual Plan (Exhibit 1.3-1), we understand that the following site improvements are proposed.

1. ADA access pathway improvements
2. Improvements to the existing playground structures, including foundations
3. Improvements to flatwork and landscaping, including pavement
4. Bioretention area improvements

EXHIBIT 1.3-1: Conceptual Plan



2.0 FINDINGS

2.1 FIELD EXPLORATION

Our field exploration included three hand-auger borings at various locations on the site, as shown in the Site Plan, Exhibit 2.1.1-1, below. We performed our field exploration on May 15, 2025.

The location and elevations of our explorations are approximate and were estimated by using mobile Global Positioning System (GPS) and Geographic Information System (GIS) applications on handheld devices; they should be considered accurate only to the degree implied by the method used.

2.1.1 Hand-Auger Borings

Our field exploration included advancing three hand-auger borings drilled to a depth of approximately 5 feet below ground surface (bgs) at the approximate locations shown in Exhibit 2.1.1-1. An ENGEO representative advanced the hand-auger borings and logged the subsurface conditions. We retrieved drilled cutting samples from the hand auger borings in order to log the subsurface conditions.

EXHIBIT 2.1.1-1: Site Plan



2.2 GEOLOGY

Regional geology maps locate the site in the broad, north-south trending, alluvial-filled Santa Clara Valley. Review of published regional geologic mapping by Dibblee (2005) indicates the site is underlain by Holocene alluvial sediments consisting of gravel, sand, and clay (Qa). This area is known as a seismically active region of California and the site is approximately 0.7 miles west of the southwestern branch of the Hayward fault trace (Dibblee, 2005). The Hayward Fault is known for its potential to produce significant earthquakes.

2.3 SURFACE CONDITIONS

Based on the topographic survey prepared by Sandis and dated April 25, 2024 (Revision 2), the site ranges in elevation from approximately Elevation 113 feet to 118 feet (Datum = NAVD88) and gently slopes downward toward the adjacent streets.

We observed the following site features during our reconnaissance on May 15, 2025.

- Several mature trees throughout the site.
- An existing play structure with a sand area and a volleyball court.
- Grass landscaping is present within the western and northern portions of the site.
- A restroom structure is located in the northern portion of the site.
- Several park benches are located in the western portion of the site. These features are supported on metal posts embedded into concrete.
- Walking paths are present throughout the site and typically consist of aggregate base rock.

2.4 SUBSURFACE CONDITIONS

We generally encountered silt with sand in the upper 1 foot underlain by lean clay with varying amounts of sand and trace gravel to the maximum depth explored of 5 feet. In Borings HA-1 and HA-2, a 2-inch-thick layer of poorly graded sand was encountered around 6 inches bgs. The sand and silt layers encountered in the upper 1 foot appear to be existing fill and likely placed during construction of the existing park. Laboratory tests for plasticity index (PI) of the clay material yielded PI values ranging from 21 to 25, indicating moderate expansion potential. We provide a summary of the subsurface conditions we encountered in the hand-auger borings in the following tables (2.4-1, 2.4-2, 2.4-3).

TABLE 2.4-1: Summary of Subsurface Conditions in Boring HA-1

BORING	DEPTH (feet bgs)	SOIL DESCRIPTION
HA-1	0-1	SILT WITH SAND (ML) dark brown, moist, roots, trace gravels [FILL] At ½ foot bgs, encountered 2-inch-wide clean sand lense
	1-3	LEAN CLAY (CL) dark brown, moist, medium plasticity, trace fine gravel and sand [NATIVE]
	3-4.5	LEAN CLAY WITH SAND (CL) dark yellowish brown, moist, medium plasticity, fine-grained sand, trace fine gravels

TABLE 2.4-2: Summary of Subsurface Conditions in Boring HA-2

BORING	DEPTH (feet bgs)	SOIL DESCRIPTION
HA-2	0-1	SILT WITH SAND (ML) dark brown, moist, roots, trace gravels [FILL] At ½ foot bgs, encountered 2-inch-wide clean sand lense
	1-3	LEAN CLAY (CL) dark brown, moist, medium plasticity, trace fine gravel and sand, roots [NATIVE]
	3-5	LEAN CLAY WITH SAND (CL) dark yellowish brown, moist, medium plasticity, fine-grained sand, trace fine gravels

TABLE 2.4-3: Summary of Subsurface Conditions in Boring HA-3

BORING	DEPTH (feet bgs)	SOIL DESCRIPTION
HA-3	0-1	SILT WITH GRAVEL (ML) dark reddish brown, moist, fine gravels, roots, debris, sticks [FILL]
	1-3	LEAN CLAY (CL) dark brown, moist, medium plasticity, fine-grained sand, trace gravels [NATIVE]
	3-4	LEAN CLAY WITH SAND (CL) dark yellowish brown, moist, medium plasticity, fine-grained sand, trace fine gravels

2.5 GROUNDWATER CONDITIONS

We did not encounter groundwater in our hand-auger borings. The California Department of Conservation, Division of Mines and Geology (CGS, Calaveras Reservoir Quadrangle, 2001) reported that historic high groundwater levels may be as deep as approximately 30 to 40 feet at nearby sites.

Fluctuations in the level of groundwater may occur due to variations in rainfall, irrigation practice, and other factors not evident at the time measurements were made.

2.6 LABORATORY TESTING

We performed laboratory tests on selected soil samples to evaluate their engineering properties. For this project, we performed plasticity index and wash sieve testing. Individual laboratory data is included in Appendix A.

3.0 CONCLUSIONS

From a geotechnical engineering viewpoint, in our opinion, the site is suitable for the proposed development, provided the geotechnical recommendations in this report are properly incorporated into the design plans and specifications.

The primary geotechnical concerns that could affect development on the site are existing fill and expansive soil. We summarize our conclusions below.

3.1 EXISTING FILL

We encountered approximately 1 foot of fill across the site. We do not have documentation of this fill being placed under engineering supervision, we consider it to be non-engineered fill.

Based on our review of historic aerial photos, it appears as though the site is not associated with a history of extensive development. However, we anticipate undocumented surficial fill may be present on the site as a result of previous agricultural activities. Existing fill should also be anticipated at the site within utility trenches, and at existing subsurface facilities and landscape areas.

Non-engineered fills could undergo vertical movement that is not easily characterized and could ultimately be inadequate to effectively support the proposed fills and planned improvement loads. Without proper documentation of existing fill placed on the site, we recommend complete removal and recompaction of the existing fills in structural areas that are not removed by planned cuts as part of project grading.

3.2 EXPANSIVE SOIL

The near-surface soil encountered on site was lean clay with varying fines content. We observed potentially expansive lean clay at depths of 1 foot or greater bgs. Our laboratory testing indicates that the clayey soil exhibits moderate shrink/swell potential with variations in moisture content.

Based on our subsurface exploration, laboratory test results, and preliminary project data presented in Section 1.3, we opine that expansive soil present on site should not affect the proposed development. We should be retained to review final grading and site improvement plans, and to observe and test earthwork construction at the site.

3.3 SEISMIC HAZARDS

Based on the California Geologic Survey database this site does not lie within an Alquist-Priolo fault zone, landslide hazard zone, or liquefaction hazard zone (CGS, 2025). Therefore, the risk of these geologic hazards at the site is low.

Based on topographic and lithologic data, the risk of regional subsidence or uplift, soil liquefaction, lateral spreading, landslides, tsunamis, flooding, or seiches is considered low to negligible at the site.

3.4 2022 CBC SEISMIC DESIGN PARAMETERS

The 2022 California Building Code (CBC) utilizes seismic-design criteria established in the ASCE/SEI Standard “Minimum Design Loads and Associated Criteria for Buildings and Other Structures,” (ASCE 7-16). Based on the subsurface conditions encountered and shear-wave velocity measurements reported for nearby locations (as viewed on VSPDB), we characterized the site as Site Class D (Default).

In Table 3.4-1 below, we provide the CBC seismic parameters based on the United States Geological Survey’s (USGS’) Seismic Design Maps for your use. When using this table, considerations should be given to exceptions in Section 11.4.8 of ASCE 7-16.

TABLE 3.4-1: 2022 CBC Seismic Design Parameters, Latitude: 37.42036 Longitude: -121.87298

PARAMETER	VALUE
Site Class	D-Default
Mapped MCE_R Spectral Response Acceleration at Short Periods, S_S (g)	2.43
Mapped MCE_R Spectral Response Acceleration at 1-second Period, S_1 (g)	0.96
Site Coefficient, F_a	1.2
Site Coefficient, F_v	2.0*
MCE_R Spectral Response Acceleration at Short Periods, S_{MS} (g)	2.55
MCE_R Spectral Response Acceleration at 1-second Period, S_{M1} (g)	1.97*
Design Spectral Response Acceleration at Short Periods, S_{DS} (g)	1.7
Design Spectral Response Acceleration at 1-second Period, S_{D1} (g)	1.31 *
Mapped MCE Geometric Mean (MCE_G) Peak Ground Acceleration, PGA (g)	0.914
Site Coefficient, F_{PGA}	1.2
MCE_G Peak Ground Acceleration adjusted for Site Class effects, PGA_M (g)	0.87
Long period transition-period, T_L (sec)	12

*The parameters above should only be used for calculation of T_s , determination of Seismic Design Category, and, when taking the exceptions under Items 1 and 2 of ASCE 7-16 Section 11.4.8. (Supplement Number 3 <https://ascelibrary.org/doi/epdf/10.1061/9780784414248.sup3>).

4.0 EARTHWORK RECOMMENDATIONS

As used in this report, relative compaction refers to the in-place dry unit weight of soil expressed as a percentage of the maximum dry unit weight of the same soil, as determined by the ASTM D1557 laboratory compaction test procedure, latest edition. Compacted soil is not acceptable if it is unstable; it should exhibit only minimal flexing or pumping, as observed by an ENGEO representative.

The term “moisture condition” refers to adjusting the moisture content of the soil by either drying if too wet or adding water if too dry.

We define “structural areas” as any area sensitive to settlement of compacted soil. These areas include, but are not limited to, building pads, solar panels, sidewalks, pavement areas, and walls.

4.1 EXISTING FILL REMOVAL

We encountered fill in three of our exploratory borings up to a depth of approximately 1 foot bgs. We expect that this was placed during the construction of landscaping areas and is unlikely to be detrimental to the proposed improvements. Should undocumented fill be uncovered during site grading, we recommend complete removal of undocumented fill in structural areas to competent native soil, as determined in the field by ENGEO. The undocumented fill should be subexcavated and reworked as engineered fill, as recommended in Section 4.5, provided the materials meet the requirements for acceptable fill in Section 4.4.

4.2 GENERAL SITE CLEARING

Areas to be developed should be cleared of surface and subsurface deleterious materials, including buried utility and irrigation lines, pavements, debris, and designated trees, shrubs, and associated roots. Clean and backfill excavations extending below the planned finished site grades with suitable material compacted to the recommendations presented in Section 4.6. ENGEO should be retained to observe and test backfilling.

Following clearing, the site should be stripped to remove surface organic materials. Strip organics from the ground surface to a depth of at least 2 to 3 inches below the surface. Remove strippings from the site or, if considered suitable by the landscape architect and owner, use them in landscape fill.

4.3 OVER-OPTIMUM SOIL MOISTURE CONDITIONS

The contractor should anticipate encountering excessively over-optimum (wet) soil moisture conditions during winter or spring grading, or during or following periods of rain. In addition, wet soil conditions may be found in excavations. Wet soil can make proper compaction difficult or impossible. Wet soil conditions can be mitigated by:

1. Frequent spreading and mixing during warm dry weather,
2. Mixing with drier materials,
3. Mixing with a lime or cement product, or
4. Stabilizing with aggregate or geotextile stabilization fabric, or both.

Options 3 and 4 should be evaluated by ENGEO prior to implementation.

4.4 ACCEPTABLE FILL

On-site soil and excess soil spoils generated from the site, except the upper fine sand layer, during demolition and site clearing are suitable for use as engineered fill provided they are processed to remove debris, particles greater than 3 inches in maximum dimension, and concentrations of organic material exceeding 3 percent by weight.

If reuse of select materials such as asphalt and concrete on site as engineered fill is desired, site-specific breakdown, blending, and placement recommendations can be developed. If desired to reuse asphalt or Portland cement concrete as engineered fill, the recycled asphalt or concrete should be ground down to less than 3 inches in greatest dimension but not pulverized.

Imported fill materials should meet the above requirements and have a PI less than 20. Allow ENGEO to sample and test proposed imported fill materials at least 5 days prior to delivery to the site.

4.5 FILL COMPACTION

4.5.1 Grading in Structural Areas

Perform subgrade compaction prior to fill placement, following cutting operations, and in areas left at grade as follows.

1. Scarify to a depth of at least 8 inches.
2. Moisture condition soil to at least 3 percentage points above the optimum moisture content for expansive soil and 1 percentage point above optimum moisture content for non-expansive soil.
3. Compact the subgrade to at least 90 percent relative compaction. Compact the upper 6 inches of finish pavement subgrade to at least 95 percent relative compaction prior to aggregate base placement.

After the subgrade soil has been compacted, place and compact acceptable fill as follows.

1. Spread fill in loose lifts that do not exceed 8 inches.
2. Moisture condition soil to at least 3 percentage points above the optimum moisture content for expansive soil and 1 percentage point above optimum moisture content for non-expansive soil.
3. Compact fill to a minimum of 90 percent relative compaction. Compact the upper 6 inches of fill in pavement areas to 95 percent relative compaction prior to aggregate base placement.

Compact the pavement Caltrans Class 2 Aggregate Base section to at least 95 percent relative compaction (ASTM D1557). Moisture condition aggregate base to or slightly above the optimum moisture content prior to compaction.

4.5.2 Underground Utility Backfill

4.5.2.1 General

The contractor is responsible for conducting trenching and shoring in accordance with Cal/OSHA requirements. Project consultants involved in utility design should specify pipe bedding materials.

4.5.2.2 Structural Areas

Place and compact trench backfill as follows.

1. Trench backfill should have a maximum particle size of 6 inches.
2. Moisture condition soil to at least 3 percentage points above the optimum moisture content for expansive soil and 1 percentage point above optimum moisture content for non-expansive soil.
3. Place fill in loose lifts not exceeding 12 inches.
4. Compact fill to a minimum of 90 percent relative compaction (ASTM D1557).

Jetting of backfill is not an acceptable means of compaction.

4.5.3 Landscape Fill

Process, place, and compact fill in accordance with Section 4.5.1, except compact to at least 85 percent relative compaction (ASTM D1557).

4.6 STORMWATER BIORETENTION AREAS

Due to the density of the site soil and fines content (percentage passing the No. 200 sieve) generally exceeding 30 percent, the near-surface site soil is expected to have a low- to moderate-permeability value for stormwater infiltration unless subdrains are installed. Therefore, best management practices should assume that limited stormwater infiltration will occur at the site.

If bioretention areas are implemented, we recommend that, when practical, they be planned a minimum of 5 feet away from structural site improvements, such as sidewalks. When this is not practical, bioretention areas located within 5 feet of structural site improvements can either:

1. Be constructed with structural side walls capable of withstanding the loads from the adjacent improvements, or
2. Incorporate filter material compacted to between 85 and 90 percent relative compaction (ASTM D1557, latest edition) and a waterproofing system designed to reduce the potential for moisture transmission into the subgrade soil beneath the adjacent improvement.

In addition, one of the following options should be followed.

1. We recommend that bioretention design incorporate a waterproofing system lining the bioswale excavation and a subdrain, or other storm drain system, to collect and convey water to an approved outlet. The waterproofing system should cover the bioretention area excavation in such a manner as to reduce the potential for moisture transmission beneath the adjacent improvements.
2. Alternatively, and with some risk of movement of adjacent improvements, if infiltration is desired, we recommend the perimeter of the bioretention areas be lined with an HDPE tree root barrier that extends at least 1 foot below the bottom of the bioretention areas/infiltration trenches.

Site improvements located adjacent to bioretention areas that are underlain by base rock, sand, or other imported granular materials, should be designed with a deepened edge that extends to the bottom of the imported material underlying the improvement.

Where adjacent site improvements include buildings greater than three stories, streets steeper than 3 percent, or design elements subject to lateral loads (such as from impact or traffic patterns), additional design considerations may be recommended. If the surface of the bioretention area is depressed, the slope gradient should follow the slope guidelines described in earlier section(s) of this report. In addition, although not recommended, if trees are to be planted within bioretention areas, HDPE Tree Boxes that extend below the bottom of the bioretention system should be installed to reduce potential impact to subdrain systems that may be part of the bioretention area design. For this condition, the waterproofing system should be connected to the HPDE Tree Box with a waterproof seal.

Given the nature of bioretention systems and possible proximity to improvements, we recommend ENGEO be retained to review design plans and provide testing and observation services during the installation of linings, compaction of the filter material, and connection of designed drains.

It should be noted that the contractor is responsible for conducting all excavation and shoring in a manner that does not cause damage to adjacent improvements during construction and future maintenance of the bioretention areas. As with any excavation adjacent to improvements, the contractor should reduce the exposure time such that the improvements are not detrimentally impacted.

5.0 FOUNDATION RECOMMENDATIONS

We understand that lightweight structures such as playground equipment, bench seating, or other smaller ancillary features may be planned within the site. These lightweight structures may be supported on spread footings assuming a firm base is present.

- Maximum Allowable Bearing Pressure: 2,000 pounds per square foot (psf) for dead-plus-live loads. This value can be increased by 30 percent to include seismic or wind loads.
- Minimum Depth of Footing: 12 inches below lowest pad soil subgrade
- Minimum Footing Width: 12 inches

As an alternative, lightweight structures may be supported on drilled piers. Soil design criteria for drilled piers and non-constrained pole footings are provided below.

- Maximum Allowable Skin Friction: 500 psf, ignoring the upper 12 inches of pad soil subgrade in the load computation
- Minimum Pier Diameter: 12 inches or 5 percent of pier length, whichever is greater
- Minimum Pier Depth: 4 feet below pad soil subgrade

For non-constrained pole footings, a minimum CBC allowable bearing pressure of 1,500 psf can also be considered for shallow site soil. Lateral loads may be resisted by passive pressures acting on footing/pier foundations and shear keyways. An equivalent fluid weight of 300 pounds per cubic foot (pcf) may be used to evaluate passive resistance, provided that the upper 1 foot of footing/pier embedment below pad soil subgrade is ignored and the area in front of the footing/pier is level for a distance of at least 5 feet at the elevation passive resistance is initiated. A friction factor of 0.30 may be utilized for sliding resistance between the base of the footing and foundation soil. If both passive pressure and sliding friction are to be used for footing design, one of the values should be reduced by 50 percent. For piers, passive resistance may be applied over two pier diameters. The project structural engineer should design and detail reinforcing steel based on the anticipated structural loads.

6.0 PAVEMENT RECOMMENDATIONS

6.1 RIGID PAVEMENT

If the existing concrete walkway around the playground is planned to be replaced as part of playground improvements, for hardscape exposed to foot traffic only, a 4-inch-thick concrete section over a minimum of 4 inches of aggregate base on prepared subgrade, in conformance with the compaction specifications in Section 4.5, may be utilized. Thicken flatwork edges to at least 8 inches to help control moisture variations in the subgrade and place wire mesh or rebar within the middle third of the slab to help control the width and offset of cracks. Construct control and construction

joints in accordance with current Portland Cement Association Guidelines. Including wire mesh or steel rebar reinforcement will improve the performance of the concrete hardscape and decrease ongoing maintenance requirements.

6.2 DECOMPOSED GRANITE WALKWAYS

Non-paved walkways consisting of decomposed granite (DG) subject only to pedestrian-type traffic should comply with the following minimum requirements.

- The decomposed granite surface should be a minimum of 4 inches thick and a polymer binder should be applied.
- The surface layer should be underlain by at least 6 inches of compacted aggregate base over processed subgrade soil.

It should be noted that DG surfaces typically require some maintenance, such as filling in ruts or replacing DG eroded by wind or rain. Refer to Section 4.5 for relative compaction and moisture content specifications for subgrade and aggregate base.

7.0 LIMITATIONS AND UNIFORMITY OF CONDITIONS

This report presents geotechnical recommendations for design of the improvements discussed in Section 1.3 for the Sinnott Park Playground project. If changes occur in the nature or design of the project, we should be allowed to review this report and provide additional recommendations, if any. It is the responsibility of the owner to transmit the information and recommendations of this report to the appropriate organizations or people involved in design of the project, including but not limited to owners, architects, engineers, and designers. The conclusions and recommendations contained in this report are solely professional opinions and are valid for a period of no more than 2 years from the date of report issuance.

We strive to perform our professional services in accordance with generally accepted principles and practices currently employed in the area; there is no warranty, express or implied. There are risks of earth movement and property damages inherent in building on or with earth materials. We are unable to eliminate all risks; therefore, we are unable to guarantee or warrant the results of our services.

This report is based upon field and other conditions discovered at the time of report preparation. We developed this report with limited subsurface exploration data. We assumed that our subsurface exploration data are representative of the actual subsurface conditions across the site. Considering possible underground variability of soil and groundwater, additional costs may be required to complete the project. We recommend that the owner establish a contingency fund to cover such costs. If unexpected conditions are encountered, ENGEO must be notified immediately to review these conditions and provide additional and/or modified recommendations, as necessary.

Our services did not include excavation sloping or shoring, soil volume change factors, flood potential, or a geohazard exploration. In addition, our geotechnical exploration did not include work to determine the existence of possible hazardous materials. If any hazardous materials are encountered during construction, the proper regulatory officials must be notified immediately.

This document must not be subject to unauthorized reuse, that is, reusing without written authorization of ENGEO. Such authorization is essential because it requires ENGEO to evaluate the document's applicability given new circumstances, not the least of which is passage of time.

Actual field or other conditions will necessitate clarifications, adjustments, modifications, or other changes to ENGEO's documents. Therefore, ENGEO must be engaged to prepare the necessary clarifications, adjustments, modifications, or other changes before construction activities commence or further activity proceeds. If ENGEO's scope of services does not include on-site construction observation, or if other persons or entities are retained to provide such services, ENGEO cannot be held responsible for any or all claims arising from or resulting from the performance of such services by other persons or entities, and from any or all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies, or other changes necessary to reflect changed field or other conditions.

We determined the lines designating the interface between layers on the exploration logs using visual observations. The transition between the materials may be abrupt or gradual. The exploration logs contain information concerning samples recovered, indications of the presence of various materials such as clay, sand, silt, rock, existing fill, etc., and observations of groundwater encountered. The field logs also contain our interpretation of the subsurface conditions between sample locations. Therefore, the logs contain both factual and interpretative information. Our recommendations are based on the contents of the final logs, which represent our interpretation of the field logs.

SELECTED REFERENCES

- California Department of Conservation, Division of Mines and Geology. 2001. Seismic Hazard Zone Report 048: Seismic Hazard Zone Report for the Calaveras Reservoir 7.5-Minute Quadrangle, Santa Clara County, California. Sacramento, CA: California Department of Conservation.
- California Geological Survey (CGS). 2015. Landslide Inventory and Deep-Seated Landslide Susceptibility Map. <https://maps.conservation.ca.gov/cgs/lsi/>
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- Seismic Maps. 2025, Seismic Maps. <https://www.seismicmaps.org/>

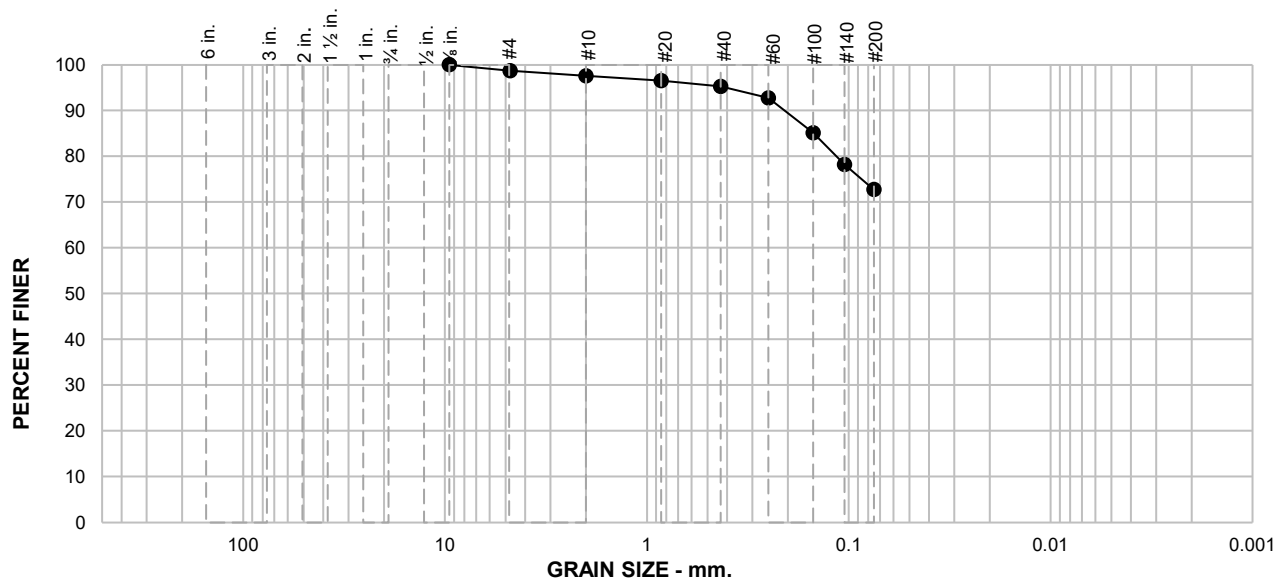


APPENDIX A

LABORATORY TEST DATA

PARTICLE SIZE DISTRIBUTION REPORT

ASTM D6913, Method A



SAMPLE ID: HA-1@2'-3'

DEPTH (ft): 2-3

% +75mm		% GRAVEL		% SAND			% FINES	
		COARSE	FINE	COARSE	MEDIUM	FINE	SILT	CLAY
			1	1	3	22	73	
SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)	SOIL DESCRIPTION				
				See exploration logs				
				ATTERBERG LIMITS				
				PL =		LL =		PI =
				COEFFICIENTS				
				D ₉₀ = 0.2064 mm		D ₈₅ = 0.1500 mm		D ₆₀ =
				D ₅₀ =		D ₃₀ =		D ₁₅ =
				D ₁₀ =		C _u =		C _c =
				CLASSIFICATION				
				USCS =				
REMARKS								

* (no specification provided)

CLIENT: Callander Associates Landscape Architecture, Inc.



PROJECT NAME: Sinnott Park Playground

PROJECT NO: 27375.000.001 PH001

PROJECT LOCATION: Milpitas, CA

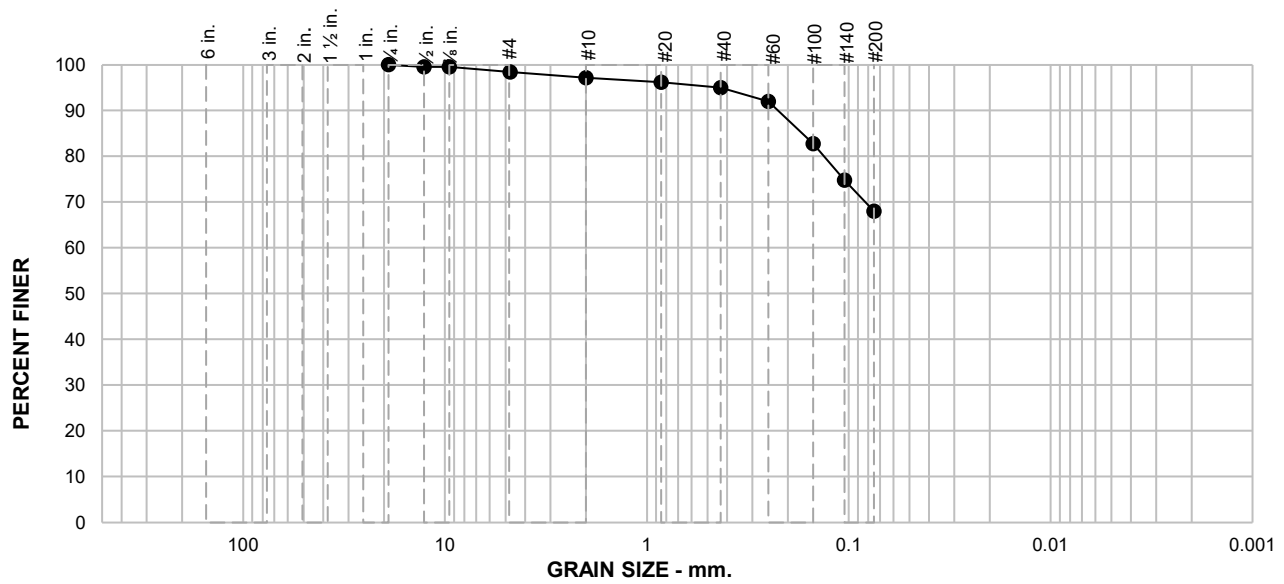
REPORT DATE: 5/27/2025

TESTED BY: Y. Cabrales

REVIEWED BY: G. Criste

PARTICLE SIZE DISTRIBUTION REPORT

ASTM D6913, Method A



SAMPLE ID: HA-3@3'-4'

DEPTH (ft): 3-4

% +75mm		% GRAVEL		% SAND			% FINES	
		COARSE	FINE	COARSE	MEDIUM	FINE	SILT	CLAY
			2	1	2	27	68	
SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)	SOIL DESCRIPTION				
				See exploration logs				
				ATTERBERG LIMITS				
				PL =		LL =		PI =
				COEFFICIENTS				
				D ₉₀ = 0.2232 mm		D ₈₅ = 0.1680 mm		D ₆₀ =
				D ₅₀ =		D ₃₀ =		D ₁₅ =
				D ₁₀ =		C _u =		C _c =
				CLASSIFICATION				
				USCS =				
				REMARKS				

* (no specification provided)

CLIENT: Callander Associates Landscape Architecture, Inc.



PROJECT NAME: Sinnott Park Playground

PROJECT NO: 27375.000.001 PH001

PROJECT LOCATION: Milpitas, CA

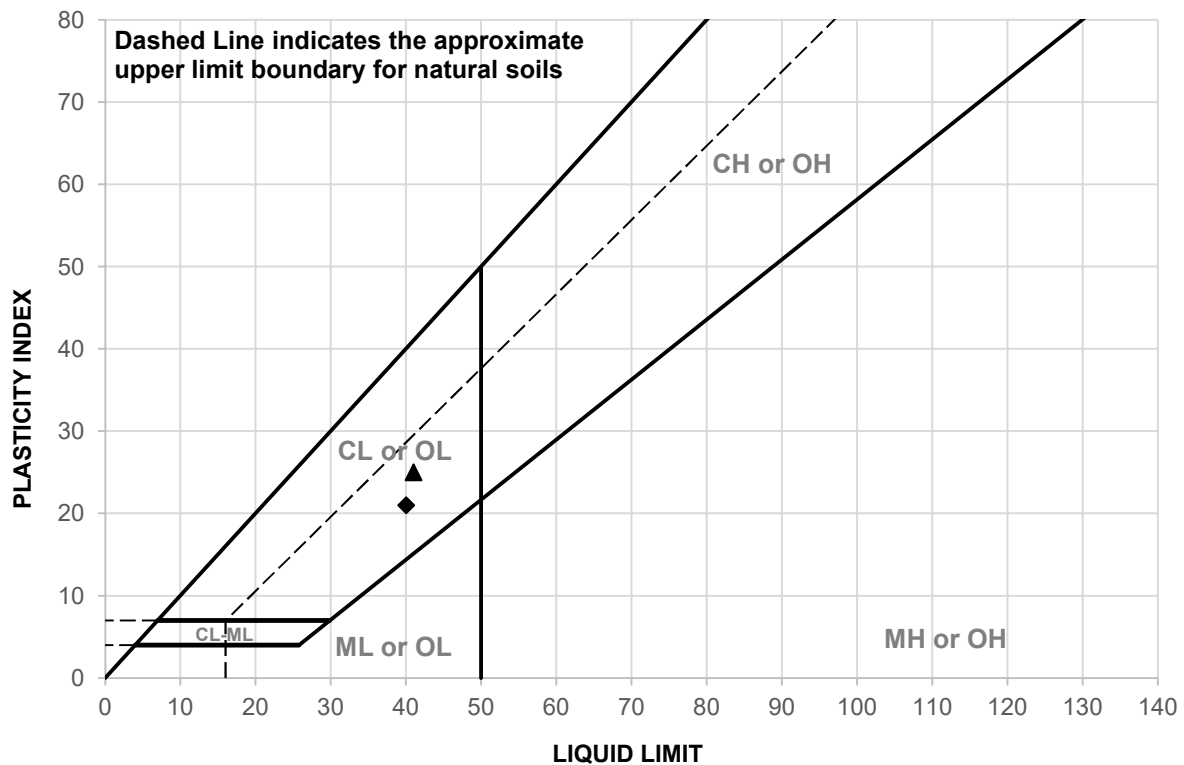
REPORT DATE: 5/28/2025

TESTED BY: Y. Cabrales

REVIEWED BY: G. Criste

LIQUID AND PLASTIC LIMITS TEST REPORT

ASTM D4318



	SAMPLE ID	DEPTH (ft)	MATERIAL DESCRIPTION	LL	PL	PI
▲	HA-1@3-4	3-4	See exploration logs	41	16	25
◆	HA-2@3-4	3-4	See exploration logs	40	19	21

	SAMPLE ID	TEST METHOD	REMARKS
▲	HA-1@3-4	PI: ASTM D4318, Wet Method	
◆	HA-2@3-4	PI: ASTM D4318, Wet Method	



CLIENT: Callander Associates Landscape Architecture, Inc.

PROJECT NAME: Sinnott Park Playground

PROJECT NO: 27375.000.001 PH001

PROJECT LOCATION: Milpitas, CA

REPORT DATE: 5/28/2025

TESTED BY: K. Nguyen

REVIEWED BY: G. Criste





Sinnott Park

Playground Equipment Anchorage

Structural Calculations



December 5, 2025
Revised January 15, 2026

Sinnott Park

Playground Equipment Anchorage

1.	<i>Design Criteria</i>	1
2.	<i>Cozy Cacoon Spinner</i>	3
3.	<i>Mobius Climber</i>	5
4.	<i>We-Go-Round Carousel</i>	7
5.	<i>ZipKrooz Zipline</i>	9
6.	<i>Welcome Sign</i>	11
7.	<i>Belt Swing</i>	13
8.	<i>Oodle Swing</i>	15
9.	<i>Spring Rider</i>	17
10.	<i>Tot Bucket Swings</i>	19
11.	<i>Playground Structures</i>	21
12.	<i>Sway Fun Glider</i>	23
13.	<i>Appendix</i>	31

*These calculations were prepared by
RW Consulting Engineers
January 15, 2026*

Design Criteria

Project Scope

The following calculations have been prepared by RW Engineers for a site upgrade project at Sinnott Park in Milpitas, CA

General Criteria

Applicable Building Code:

2022 CBC

Risk Category:

II

Governing Jurisdiction:

City of Milpitas

Project Location:

Tahoe Dr, Milpitas, CA 95035

Latitude:

+37.42036 Degrees North

Longitude:

-121.87298 Degrees West

Soils Criteria

Soils Report By: ENGEO Incorporated

Project Number: 27375.000.001

Dated: June 3, 2025

Allowable Bearing Pressure

=

2,000 psf (For D + L Loads)

=

2,600 psf (Including W or E Loads)

Passive Pressure

=

300 pcf

Design Criteria

Wind Loads

Risk Category = II

[ASCE 7-16 Chapter 26]

$$\begin{aligned}
 \text{Exposure} &= C & K_z \text{ (Velocity Pressure Exposure Coefficient)} &= 2.01 (Z / Z_g)^{2/\alpha} \\
 \text{Wind Speed (ASD)} &= 71 \text{ mph} & K_{zt} \text{ (Topographic Factor)} &= 1.00 \\
 \text{Wind Speed (USD)} &= 92 \text{ mph} & K_d \text{ (Wind Directionality Factor)} &= 0.85 \\
 & & K_e \text{ (Ground Elevation Factor)} &= 1.00
 \end{aligned}$$

USD Wind Pressures

$$q(z) = 0.00256 \times K_z \times K_{zt} \times K_d \times K_e \times V^2$$

$$\begin{aligned}
 q(0'-15') &= 0.00256 \times 0.85 \times 1.00 \times 0.85 \times 1.00 \times (92)^2 = 15.7 \text{ psf} \\
 q(15'-20') &= 0.00256 \times 0.90 \times 1.00 \times 0.85 \times 1.00 \times (92)^2 = 16.6 \text{ psf}
 \end{aligned}$$

Wind Load on Structures

$$\begin{aligned}
 \text{Pressure} \quad F(W\text{-USD}) &= q \times G \times C_f \times A_f & G &= 0.85 & C_f &= 1.20 \\
 p(\text{USD}) &= 16.6 \text{ psf} \times 0.85 \times 1.20 = 17.0 \text{ psf}
 \end{aligned}$$

Seismic Design Criteria

Risk Category = II

Seismic Design Category D

[ASCE 7-16 Ch 11]

I (Seismic) = 1.00

Equivalent Lateral Force Procedure

Site Class D

$$\begin{aligned}
 S_{DS} &= \text{From Geotech Report} & &= 1.740 \text{ g} \quad (0.2 \text{ s}) & [\text{ASCE 7-16, Eq. 11.4-3}] \\
 S_{D1} &= \text{From Geotech Report} & &= 1.310 \text{ g} \quad (1.0 \text{ s}) & [\text{ASCE 7-16, Eq. 11.4-4}]
 \end{aligned}$$

$$\text{Amusement structures and monuments} \quad R = 2.00 \quad \Omega_0 = 2.00 \quad C_d = 2.00$$

$$V = C_s \times W = \frac{S_{DS}}{R/I} \times W = \frac{1.740}{2 / 1.00} \times W = 0.870 \times W \quad [\text{ASCE 7-16, Eq. 12.8-2}]$$

$$E(\text{USD}) = \rho \times V = 1.0 \times 0.870 \times W = 0.870 \times W \quad [\text{ASCE 7-16, Eq. 12.4-3}]$$

$$E(\text{ASD}) = 0.7 \times V(\text{USD}) = 0.7 \times 0.870 \times W = 0.609 \times W$$

Load Combinations - LRFD

2. 1.2D + 1.6L
4. 1.2D + 1.0W + 1.0L
6. (1.2+0.2S_{DS})D + Ω_0 Q_E + L

Cozy Cacao Spinner

Cozy Cacao Spinner

Component Weight, D	=	132 lb	Structure Length, L	=	34.9 in	
Occupant Weight, L	=	200 lb	Structure Width, W	=	34.9 in	Assume 2/3H For Height CG
Wind Loading, W	=	182 lb	Structure Height, H	=	44.2 in	Height CG = 29.5 in
Seismic Loading, E	=	115 lb				

Wind Loading, W

$$\begin{aligned} p(USD) &= 17.0 \text{ psf} \\ A_f &= 10.7 \text{ ft}^2 \\ W &= 182.1 \text{ lb} \end{aligned}$$

Seismic Loading, E

$$\begin{aligned} E(USD) &= 0.870 \times W \\ W &= 132.0 \text{ lb} \\ E &= 114.8 \text{ lb} \end{aligned}$$

Component Demand Forces

Assume structure is rigid for load transfer

$$\begin{aligned} V_{LL} &= 200 \text{ lb} & V_E &= 115 \text{ lb} & V_W &= 182 \text{ lb} \\ M_{LL} &= 737 \text{ lb-ft} & M_E &= 281.996 \text{ lb-ft} & M_W &= 335 \text{ lb-ft} \end{aligned}$$

Loading

For Anchorage Design

2. $1.2D + 1.6L$	4. $1.2D + 1.0W + 1.0L$	6. $(1.2+0.2S_{DS})D + \Omega_0 Q_E + L$
$R = 478 \text{ lb}$	$R = 358 \text{ lb}$	$R = 404 \text{ lb}$
$V_u = 320 \text{ lb}$	$V_u = 382 \text{ lb}$	$V_u = 430 \text{ lb}$
$M_u = 1179 \text{ lb-ft}$	$M_u = 1072 \text{ lb-ft}$	$M_u = 1301 \text{ lb-ft}$

Loading

For Foundation Design

2. $1.0D + 1.0L$	6. $1.0D + 0.75L + (0.75)0.6W$	8. $(1.0+0.14S_{DS})D + 0.7 \Omega_0 Q_E$
$V = 200 \text{ lb}$	$V = 232 \text{ lb}$	$V = 161 \text{ lb}$
$M = 737 \text{ lb-ft}$	$M = 703 \text{ lb-ft}$	$M = 395 \text{ lb-ft}$
$H_{eff} = 3.68 \text{ ft}$	$H_{eff} = 3.03 \text{ ft}$	$H_{eff} = 2.46 \text{ ft}$

Cozy Cacao Spinner

Foundation Design - Drilled Pier

Lateral Load on Pier: Lateral Load $P = 232 \text{ lb}$ $\leq$ Horizontal Load @ Top of Column
Effective Height of Load $h = 3.03 \text{ ft}$

Design of Nonconstrained Drilled Pier

[2022 CBC, 1807.3.2.1, Eq 18-1]

Applied Load: $P = 232 \text{ lb}$ @ $h = 4.03 \text{ ft}$
Diameter (b) = 18 in x Depth (d) = 4.00 ft Soil (q) = 300 psf / ft
 $S_1 = \frac{d \times q}{3} = 400 \text{ psf}$ $A = \frac{2.34P}{S_1 b} = \frac{2.34(232 \text{ lb})}{(400 \text{ psf})(1.5 \text{ ft})} = 0.90$

$$d = \frac{A}{2} \times \left(1 + \sqrt{1 + \frac{4.36 \times h}{A}} \right) = 2.49 \text{ ft}$$

18" diameter x 5' deep Drilled Pier
Ignore Top 1.0ft of Soil

Ratio of Steel to Concrete

Area of 6-#6 Bars $A = 2.64 \text{ in}^2$
Area of pier $A = \pi d^2 / 4 = 254 \text{ in}^2$ (18" diameter)

Ratio of area of steel to area of concrete = 1.04% > 0.50% OK

Gravity Load on Pier

$P(D+L) = 332 \text{ lb}$
 $P(\text{Pier}) = \pi r^2 \times h \times 150 \text{ pcf} = \frac{1,325 \text{ lb}}{1,657 \text{ lb}}$

Capacity of Pier

Resistance to gravity loading is provided by friction along surface of piers.

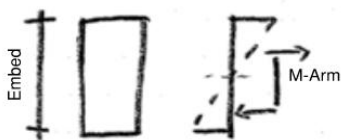
Surface Area of Pier $A = 18.8 \text{ ft}^2$

18" diameter x 5' deep Drilled Pier
Ignore Top 1.0ft of Soil

Downward Capacity of Pier = $18.8 \text{ ft}^2 \times 500 \text{ psf} = 9,425 \text{ lb}$ OK

Check Equipment Embedment

$M_u = 703 \text{ lb-ft}$ Embed = 24.00 in
Post Diameter = 3 in M-Arm = 16.00 in
 $a = 1/2 \text{ Embed} = 12 \text{ in}$ Force, $F = 528 \text{ lbs}$
 $F_{brg} = 17.59 \text{ psi}$



PSI force is low, posts embedment in concrete is sufficient

Cozy Cacaoon Spinner

Capacity of Pier Section

Lateral Load on Pier: Lateral Load

$$P = 232 \text{ lb} \leq \text{Horizontal Load @ Top of Column}$$

Effective Height of Load

$$h = 3.03 \text{ ft} + 3.00 \text{ ft} = 6.03 \text{ ft}$$

Moment at mid-hieght of pier (ASD)

$$M_A = 232 \text{ lb} \times 6.03 \text{ ft} = 1,399 \text{ lb-ft}$$

$$M_U = 2,332 \text{ lb-ft} \times 12 / 1000 = 27,985 \text{ lb-in}$$

$$\phi M_n = \phi A_s F_y z \quad \phi = 0.9$$

$$A_s = 0.44 \text{ in}^2 \quad F_y = 60 \text{ ksi}$$

$$\text{Radius (R)} = 9.00 \text{ in}$$

$$z = d - a/2 \quad f'_c = 3.5 \text{ ksi}$$

$$d = 18 \text{ in} - 4 \text{ in} = 14.00 \text{ in}$$

$$A_c = \frac{A_s F_y}{0.85 f'_c} = 8.9 \text{ in}$$

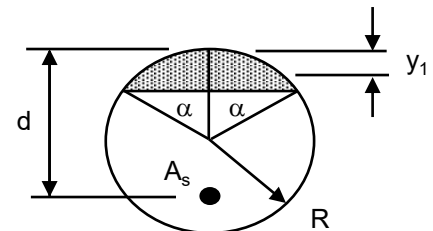
$$A_c = 1/2(R^2)(2a - \sin(2a))$$

$$a = 0.56 \text{ radians (found by iteration)}$$

$$y_d = \frac{4R}{3} \times \frac{\sin^3 a}{2a - \sin(2a)} = 8.18 \text{ in}$$

$$y_1 = R - y_d = 9 \text{ in} - 8.18 \text{ in} = 0.82 \text{ in}$$

$$\phi M_n = 0.9(0.44)(60 \text{ ksi})(14 - 0.82) = 313 \text{ in-k} > 28.0 \text{ in-k} \quad \text{DCR} = 0.089 \quad \text{O.K.}$$



Mobius Climber

Mobius Climber

Component Weight, D	=	265 lb	Structure Length, L	=	36 in	Trib to one post
Occupant Weight, L	=	200 lb	Structure Width, W	=	36 in	Assume 2/3H For Height CG
Wind Loading, W	=	204 lb	Structure Height, H	=	48 in	Height CG = 32.0 in
Seismic Loading, E	=	231 lb				

Wind Loading, W

$$\begin{aligned} p(\text{USD}) &= 17.0 \text{ psf} \\ A_f &= 12.0 \text{ ft}^2 \\ W &= 204.0 \text{ lb} \end{aligned}$$

Seismic Loading, E

$$\begin{aligned} E(\text{USD}) &= 0.870 \times W \\ W &= 265.0 \text{ lb} \\ E &= 230.6 \text{ lb} \end{aligned}$$

Component Demand Forces

Assume structure is rigid for load transfer

$$\begin{aligned} V_{LL} &= 200 \text{ lb} & V_E &= 231 \text{ lb} & V_W &= 204 \text{ lb} \\ M_{LL} &= 800 \text{ lb-ft} & M_E &= 614.8 \text{ lb-ft} & M_W &= 408 \text{ lb-ft} \end{aligned}$$

Loading

For Anchorage Design

2. $1.2D + 1.6L$	4. $1.2D + 1.0W + 1.0L$	6. $(1.2+0.2S_{DS})D + \Omega_0 Q_E + L$
$R = 638 \text{ lb}$	$R = 518 \text{ lb}$	$R = 610 \text{ lb}$
$V_u = 320 \text{ lb}$	$V_u = 404 \text{ lb}$	$V_u = 661 \text{ lb}$
$M_u = 1280 \text{ lb-ft}$	$M_u = 1208 \text{ lb-ft}$	$M_u = 2030 \text{ lb-ft}$

Loading

For Foundation Design

2. $1.0D + 1.0L$	6. $1.0D + 0.75L + (0.75)0.6W$	8. $(1.0+0.14S_{DS})D + 0.7 \Omega_0 Q_E$
$V = 200 \text{ lb}$	$V = 242 \text{ lb}$	$V = 323 \text{ lb}$
$M = 800 \text{ lb-ft}$	$M = 784 \text{ lb-ft}$	$M = 861 \text{ lb-ft}$
$H_{eff} = 4.00 \text{ ft}$	$H_{eff} = 3.24 \text{ ft}$	$H_{eff} = 2.67 \text{ ft}$

Mobius Climber

Foundation Design - Drilled Pier

Lateral Load on Pier: Lateral Load $P = 323 \text{ lb}$ $\leq$ Horizontal Load @ Top of Column
Effective Height of Load $h = 2.67 \text{ ft}$

Design of Nonconstrained Drilled Pier

[2022 CBC, 1807.3.2.1, Eq 18-1]

Applied Load: $P = 323 \text{ lb}$ @ $h = 3.67 \text{ ft}$
Diameter (b) = 18 in x Depth (d) = 4.00 ft Soil (q) = 300 psf / ft
 $S_1 = \frac{d \times q}{3} = 400 \text{ psf}$ $A = \frac{2.34P}{S_1 b} = \frac{2.34(323 \text{ lb})}{(400 \text{ psf})(1.5 \text{ ft})} = 1.26$
 $d = \frac{A}{2} \times \left(1 + \sqrt{1 + \frac{4.36 \times h}{A}} \right) = 2.96 \text{ ft}$

18" diameter x 5' deep Drilled Pier
Ignore Top 1.0ft of Soil

Ratio of Steel to Concrete

Area of 6-#6 Bars $A = 2.64 \text{ in}^2$
Area of pier $A = \pi d^2 / 4 = 254 \text{ in}^2$ (18" diameter)

Ratio of area of steel to area of concrete = 1.04% > 0.50% OK

Gravity Load on Pier

$P(D+L) = 465 \text{ lb}$
 $P(\text{Pier}) = \pi r^2 \times h \times 150 \text{ pcf} = \frac{1,325 \text{ lb}}{1,790 \text{ lb}}$

Capacity of Pier

Resistance to gravity loading is provided by friction along surface of piers.

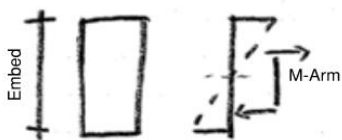
Surface Area of Pier $A = 18.8 \text{ ft}^2$

18" diameter x 5' deep Drilled Pier
Ignore Top 1.0ft of Soil

Downward Capacity of Pier = $18.8 \text{ ft}^2 \times 500 \text{ psf} = 9,425 \text{ lb}$ OK

Check Equipment Embedment

$M_u = 861 \text{ lb-ft}$ Embed = 20.00 in
Post Diameter = 3 in M-Arm = 13.33 in
 $a = 1/2 \text{ Embed} = 10 \text{ in}$ Force, $F = 775 \text{ lbs}$
 $F_{brg} = 30.99 \text{ psi}$



PSI force is low, posts embedment in concrete is sufficient

Mobius Climber

Capacity of Pier Section

Lateral Load on Pier: Lateral Load

$$P = 323 \text{ lb} \leq \text{Horizontal Load @ Top of Column}$$

Effective Height of Load

$$h = 2.67 \text{ ft} + 3.00 \text{ ft} = 5.67 \text{ ft}$$

Moment at mid-hieght of pier (ASD)

$$M_A = 323 \text{ lb} \times 5.67 \text{ ft} = 1,829 \text{ lb-ft}$$

$$M_U = 3,048 \text{ lb-ft} \times 12 / 1000 = 36,581 \text{ lb-in}$$

$$\phi M_n = \phi A_s F_y z \quad \phi = 0.9$$

$$A_s = 0.44 \text{ in}^2 \quad F_y = 60 \text{ ksi}$$

$$\text{Radius (R)} = 9.00 \text{ in}$$

$$z = d - a/2 \quad f'_c = 3.5 \text{ ksi}$$

$$d = 18 \text{ in} - 4 \text{ in} = 14.00 \text{ in}$$

$$A_c = \frac{A_s F_y}{0.85 f'_c} = 8.9 \text{ in}$$

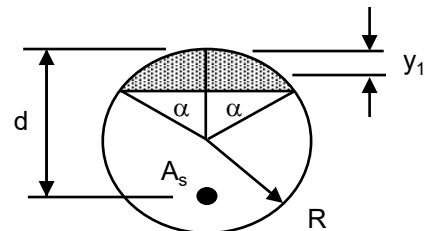
$$A_c = 1/2(R^2)(2a - \sin(2a))$$

$$a = 0.56 \text{ radians (found by iteration)}$$

$$y_d = \frac{4R}{3} \times \frac{\sin^3 a}{2a - \sin(2a)} = 8.18 \text{ in}$$

$$y_1 = R - y_d = 9 \text{ in} - 8.18 \text{ in} = 0.82 \text{ in}$$

$$\phi M_n = 0.9(0.44)(60 \text{ ksi})(14 - 0.82) = 313 \text{ in-k} > 36.6 \text{ in-k} \quad \text{DCR} = 0.117 \quad \underline{\text{O.K.}}$$



We-Go-Round Carousel

We-Go-Round Carousel

Component Weight, D	=	2158	lb	Structure Length, L	=	101	in	
Occupant Weight, L	=	600	lb	Structure Width, W	=	101	in	Assume 2/3H For Height CG
Wind Loading, W	=	966	lb	Structure Height, H	=	81	in	Height CG = 54.0 in
Seismic Loading, E	=	1877	lb					

Wind Loading, W

$$\begin{aligned} p(USD) &= 17.0 \text{ psf} \\ A_f &= 56.8 \text{ ft}^2 \\ W &= 965.8 \text{ lb} \end{aligned}$$

Seismic Loading, E

$$\begin{aligned} E(USD) &= 0.870 \times W \\ W &= 2158.0 \text{ lb} \\ E &= 1877.5 \text{ lb} \end{aligned}$$

Component Demand Forces

Assume structure is rigid for load transfer

$$\begin{aligned} V_{LL} &= 600 \text{ lb} & V_E &= 1877 \text{ lb} & V_W &= 966 \text{ lb} \\ M_{LL} &= 4050 \text{ lb-ft} & M_E &= 8448.57 \text{ lb-ft} & M_W &= 3260 \text{ lb-ft} \end{aligned}$$

Loading

For Foundation Design

2. $1.0D + 1.0L$	6. $1.0D + 0.75L + (0.75)0.6W$	8. $(1.0+0.14S_{DS})D + 0.7\Omega_0 Q_E$
$V = 600 \text{ lb}$	$V = 885 \text{ lb}$	$V = 2628 \text{ lb}$
$M = 4050 \text{ lb-ft}$	$M = 4504 \text{ lb-ft}$	$M = 11828 \text{ lb-ft}$
$H_{eff} = 6.75 \text{ ft}$	$H_{eff} = 5.09 \text{ ft}$	$H_{eff} = 4.50 \text{ ft}$

We-Go-Round Carousel

Foundation Design - Spread Footing

Spread Footing	Vertical load applied to footing	$R = 2.8 \text{ k}$	Footing: $L = 4.00 \text{ ft}$
	Weight of footing	$W = 9.6 \text{ k}$	$B = 4.00 \text{ ft}$
		$P = 12.4 \text{ k}$	$D = 4.00 \text{ ft}$

Resisting Moment ($P \times L / 2$)	$M_R = 24.7 \text{ k-ft}$	Overturning Moment	$M_O = 11.8 \text{ k-ft}$
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Soil Bearing Pressure	$a = \frac{24.7 \text{ k-ft} - 11.8 \text{ k-ft}}{12.4 \text{ k}} = 1.0 \text{ ft}$	Resultant is outside the middle 1/3
$L / 3 = 1.3 \text{ ft}$		
$p_{MAX} = \frac{2P}{3aB}$	$= \frac{2(12.358 \text{ k})}{3(1')(4')} = 2,060 \text{ psf}$	$< 2,600 \text{ psf} \quad \text{OK}$

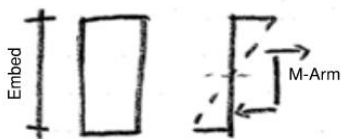
Check Spread Footing Stability	$(1.0+0.14S_{DS})D + 0.7 \Omega_0 Q_E$	
Reduced Moment ($0.9-0.14S_{DS}$) $\times M_R$	$0.66 \times M_R = 16.2 \text{ k-ft}$	$> \text{Overturning Moment } M_O = 11.8 \text{ k-ft}$
		OK

Load on Spread Footing

$P(D+L) =$	$= 2,758 \text{ lb}$
$P(\text{Footing}) = L \times B \times D \times 150 \text{ pcf}$	$= \frac{9,600 \text{ lb}}{12,358 \text{ lb}}$

$A_{REQ} = \frac{12,358 \text{ lb}}{2,000 \text{ psf}} = 6.18 \text{ ft}^2$	$< A_{FTG} = 16.00 \text{ ft}^2$	OK
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Check Equipment Embedment



$M_u = 11828 \text{ lb-ft}$	$\text{Embed} = 42.00 \text{ in}$
$\text{Post Diameter} = 6 \text{ in}$	$\text{M-Arm} = 28.00 \text{ in}$
$a = 1/2 \text{ Embed} = 21 \text{ in}$	$\text{Force, } F = 5069 \text{ lbs}$
$F_{brg} = 40.23 \text{ psi}$	

PSI force is low, posts embedment in concrete is sufficient

Check Reinforcement Ratio

$A_{s,min} = 0.0018 \times A$	$= 3.63 \text{ in}^2$
$A_s = 15\text{-}\#5 \text{ bars}$	$= 4.65 \text{ in}^2$
	OK

ZipKrooz Zipline

ZipKrooz Zipline

Component Weight, D	=	123	lb/post	Structure Length, L	=	402	in	Trib to center posts
Occupant Weight, L	=	200	lb/post	Structure Width, W	=	216	in	Assume 2/3H For Height CG
Wind Loading, W	=	62	lb	Structure Height, H	=	105	in	Height CG = 70.0 in
Seismic Loading, E	=	107	lb/post					

Wind Loading, W (Support Posts)

$$\begin{aligned} p(\text{USD}) &= 17.0 \text{ psf} \\ A_f &= 3.6 \text{ ft}^2 \\ W &= 62.0 \text{ lb} \end{aligned}$$

Seismic Loading, E

$$\begin{aligned} E(\text{USD}) &= 0.870 \times W \\ W &= 123.1 \text{ lb} \\ E &= 107.1 \text{ lb} \end{aligned}$$

Component Demand Forces

Assume structure is rigid for load transfer

$$\begin{aligned} V_{LL} &= 200 \text{ lb} & V_E &= 107 \text{ lb} & V_W &= 62 \text{ lb} \\ M_{LL} &= 1750 \text{ lb-ft} & M_E &= 625 \text{ lb-ft} & M_W &= 271 \text{ lb-ft} \end{aligned}$$

Loading

For Anchorage Design

2. $1.2D + 1.6L$	4. $1.2D + 1.0W + 1.0L$	6. $(1.2+0.2S_{DS})D + \Omega_0 Q_E + L$
$R = 468 \text{ lb}$	$R = 348 \text{ lb}$	$R = 391 \text{ lb}$
$V_u = 320 \text{ lb}$	$V_u = 262 \text{ lb}$	$V_u = 414 \text{ lb}$
$M_u = 2800 \text{ lb-ft}$	$M_u = 2021 \text{ lb-ft}$	$M_u = 2999 \text{ lb-ft}$

Loading

For Foundation Design

2. $1.0D + 1.0L$	6. $1.0D + 0.75L + (0.75)0.6W$	8. $(1.0+0.14S_{DS})D + 0.7 \Omega_0 Q_E$
$V = 200 \text{ lb}$	$V = 178 \text{ lb}$	$V = 150 \text{ lb}$
$M = 1750 \text{ lb-ft}$	$M = 1435 \text{ lb-ft}$	$M = 875 \text{ lb-ft}$
$H_{eff} = 8.75 \text{ ft}$	$H_{eff} = 8.06 \text{ ft}$	$H_{eff} = 5.83 \text{ ft}$

ZipKrooz Zipline

Foundation Design - Drilled Pier

Lateral Load on Pier: Lateral Load $P = 200 \text{ lb}$ $\leq$ Horizontal Load @ Top of Column
Effective Height of Load $h = 8.75 \text{ ft}$

Design of Nonconstrained Drilled Pier

[2022 CBC, 1807.3.2.1, Eq 18-1]

Applied Load: $P = 200 \text{ lb}$ @ $h = 9.75 \text{ ft}$
Diameter (b) = 18 in x Depth (d) = 4.00 ft Soil (q) = 300 psf / ft
 $S_1 = \frac{d \times q}{3} = 400 \text{ psf}$ $A = \frac{2.34P}{S_1 b} = \frac{2.34(200 \text{ lb})}{(400 \text{ psf})(1.5 \text{ ft})} = 0.78$
 $d = \frac{A}{2} \times \left(1 + \sqrt{1 + \frac{4.36 \times h}{A}} \right) = 3.30 \text{ ft}$

18" diameter x 5' deep Drilled Pier

Ignore Top 1.0ft of Soil

Ratio of Steel to Concrete

Area of 6-#6 Bars $A = 2.64 \text{ in}^2$
Area of pier $A = \pi d^2 / 4 = 254 \text{ in}^2$ (18" diameter)

Ratio of area of steel to area of concrete = 1.04% > 0.50% OK

Gravity Load on Pier

$P(D+L) = 323 \text{ lb}$
 $P(\text{Pier}) = \pi r^2 \times h \times 150 \text{ pcf} = \frac{1,325 \text{ lb}}{1,648 \text{ lb}}$

Capacity of Pier

Resistance to gravity loading is provided by friction along surface of piers.

Surface Area of Pier $A = 18.8 \text{ ft}^2$

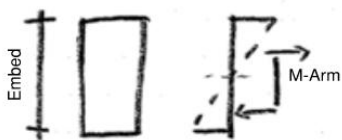
18" diameter x 5' deep Drilled Pier

Ignore Top 1.0ft of Soil

Downward Capacity of Pier = $18.8 \text{ ft}^2 \times 500 \text{ psf} = 9,425 \text{ lb}$ OK

Check Equipment Embedment

$M_u = 1750 \text{ lb-ft}$ Embed = 20.00 in
Post Diameter = 3 in M-Arm = 13.33 in
 $a = 1/2 \text{ Embed} = 10 \text{ in}$ Force, $F = 1575 \text{ lbs}$
 $F_{brg} = 52.50 \text{ psi}$



PSI force is low, posts embedment in concrete is sufficient

ZipKrooz Zipline

Capacity of Pier Section

Lateral Load on Pier: Lateral Load

$P = 200 \text{ lb} \leq \text{Horizontal Load @ Top of Column}$

Effective Height of Load

$h = 8.75 \text{ ft} + 3.00 \text{ ft} = 11.75 \text{ ft}$

Moment at mid-hieght of pier (ASD)

$M_A = 200 \text{ lb} \times 11.75 \text{ ft} = 2,350 \text{ lb-ft}$

$M_U = 3,917 \text{ lb-ft} \times 12 / 1000 = 47,000 \text{ lb-in}$

$\phi M_n = \phi A_s F_y z$ $\phi = 0.9$

$A_s = 0.44 \text{ in}^2$ $F_y = 60 \text{ ksi}$

Radius (R) = 9.00 in

$z = d - a/2$ $f'_c = 3.5 \text{ ksi}$

$d = 18 \text{ in} - 4 \text{ in} = 14.00 \text{ in}$

$A_c = \frac{A_s F_y}{0.85 f'_c} = 8.9 \text{ in}$

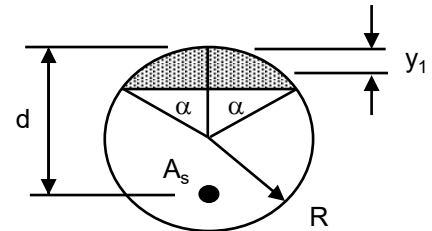
$A_c = 1/2(R^2)(2a - \sin(2a))$

$a = 0.56 \text{ radians (found by iteration)}$

$y_d = \frac{4R}{3} \times \frac{\sin^3 a}{2a - \sin(2a)} = 8.18 \text{ in}$

$y_1 = R - y_d = 9 \text{ in} - 8.18 \text{ in} = 0.82 \text{ in}$

$\phi M_n = 0.9(0.44)(60 \text{ ksi})(14 - 0.82) = 313 \text{ in-k} > 47.0 \text{ in-k} \quad \text{DCR} = 0.150 \quad \underline{\text{O.K.}}$



Welcome Sign

Welcome Sign

Component Weight, D	=	27	lb	Sign Height	=	18	in	
Occupant Weight, L	=	200	lb	Sign Width	=	18	in	Assume H For Height CG
Wind Loading, W	=	30	lb	Structure Height, H	=	50	in	Height CG = 50.0 in
Seismic Loading, E	=	23	lb					

Wind Loading, W

$$\begin{aligned} p(USD) &= 17.0 \text{ psf} \\ A_f &= 1.8 \text{ ft}^2 \\ W &= 30.0 \text{ lb} \end{aligned}$$

Seismic Loading, E

$$\begin{aligned} E(USD) &= 0.870 \times W \\ W &= 27.0 \text{ lb} \\ E &= 23.5 \text{ lb} \end{aligned}$$

Component Demand Forces

Assume structure is rigid for load transfer

$$\begin{aligned} V_{LL} &= 200 \text{ lb} & V_E &= 23 \text{ lb} & V_W &= 30 \text{ lb} \\ M_{LL} &= 833 \text{ lb-ft} & M_E &= 98 \text{ lb-ft} & M_W &= 103 \text{ lb-ft} \end{aligned}$$

Loading

For Anchorage Design

2. $1.2D + 1.6L$	4. $1.2D + 1.0W + 1.0L$	6. $(1.2+0.2S_{DS})D + \Omega_0 Q_E + L$
$R = 352 \text{ lb}$	$R = 232 \text{ lb}$	$R = 242 \text{ lb}$
$V_u = 320 \text{ lb}$	$V_u = 230 \text{ lb}$	$V_u = 247 \text{ lb}$
$M_u = 1333 \text{ lb}$	$M_u = 936 \text{ lb}$	$M_u = 1029 \text{ lb}$

Loading

For Foundation Design

2. $1.0D + 1.0L$	6. $1.0D + 0.75L + (0.75)0.6W$	8. $(1.0+0.14S_{DS})D + 0.7 \Omega_0 Q_E$
$V = 200 \text{ lb}$	$V = 164 \text{ lb}$	$V = 33 \text{ lb}$
$M = 833 \text{ lb}$	$M = 671 \text{ lb}$	$M = 137 \text{ lb}$
$H_{eff} = 4.17 \text{ ft}$	$H_{eff} = 4.10 \text{ ft}$	$H_{eff} = 4.17 \text{ ft}$

Welcome Sign

Foundation Design - Drilled Pier

Lateral Load on Pier: Lateral Load $P = 200 \text{ lb}$ $\leq$ Horizontal Load @ Top of Column
Effective Height of Load $h = 4.17 \text{ ft}$

Design of Nonconstrained Drilled Pier

[2022 CBC, 1807.3.2.1, Eq 18-1]

Applied Load: $P = 200 \text{ lb}$ @ $h = 5.17 \text{ ft}$
Diameter (b) = 18 in x Depth (d) = 4.00 ft Soil (q) = 300 psf / ft
 $S_1 = \frac{d \times q}{3} = 400 \text{ psf}$ $A = \frac{2.34P}{S_1 b} = \frac{2.34(200 \text{ lb})}{(400 \text{ psf})(1.5 \text{ ft})} = 0.78$
 $d = \frac{A}{2} \times \left(1 + \sqrt{1 + \frac{4.36 \times h}{A}} \right) = 2.52 \text{ ft}$

18" diameter x 5' deep Drilled Pier

Ignore Top 1.0ft of Soil

Ratio of Steel to Concrete

Area of 6-#6 Bars $A = 2.64 \text{ in}^2$
Area of pier $A = \pi d^2 / 4 = 254 \text{ in}^2$ (18" diameter)

Ratio of area of steel to area of concrete = 1.04% > 0.50% OK

Gravity Load on Pier

$P(D+L) = 227 \text{ lb}$
 $P(\text{Pier}) = \pi r^2 \times h \times 150 \text{ pcf} = \frac{1,325 \text{ lb}}{1,552 \text{ lb}}$

Capacity of Pier

Resistance to gravity loading is provided by friction along surface of piers.

Surface Area of Pier $A = 18.8 \text{ ft}^2$

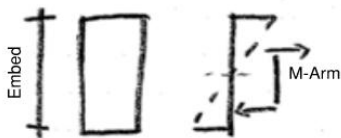
18" diameter x 5' deep Drilled Pier

Ignore Top 1.0ft of Soil

Downward Capacity of Pier = $18.8 \text{ ft}^2 \times 500 \text{ psf} = 9,425 \text{ lb}$ OK

Check Equipment Embedment

$M_u = 833 \text{ lb-ft}$ Embed = 20.00 in
Post Diameter = 2.375 in M-Arm = 13.33 in
 $a = 1/2 \text{ Embed} = 10 \text{ in}$ Force, $F = 750 \text{ lbs}$
 $F_{brg} = 31.58 \text{ psi}$



PSI force is low, posts embedment in concrete is sufficient

Welcome Sign

Capacity of Pier Section

Lateral Load on Pier: Lateral Load

$P = 200 \text{ lb} \leq \text{Horizontal Load @ Top of Column}$

Effective Height of Load

$h = 4.17 \text{ ft} + 3.00 \text{ ft} = 7.17 \text{ ft}$

Moment at mid-hieght of pier (ASD)

$M_A = 200 \text{ lb} \times 7.17 \text{ ft} = 1,433 \text{ lb-ft}$

$M_U = 2,389 \text{ lb-ft} \times 12 / 1000 = 28,667 \text{ lb-in}$

$\phi M_n = \phi A_s F_y z$ $\phi = 0.9$

$A_s = 0.44 \text{ in}^2$ $F_y = 60 \text{ ksi}$

Radius (R) = 9.00 in

$z = d - a/2$ $f'_c = 3.5 \text{ ksi}$

$d = 18 \text{ in} - 4 \text{ in} = 14.00 \text{ in}$

$A_c = \frac{A_s F_y}{0.85 f'_c} = 8.9 \text{ in}$

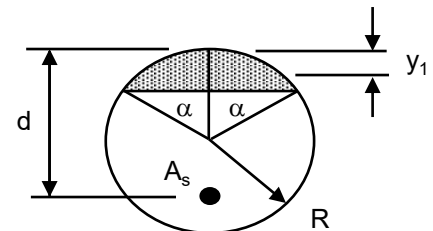
$A_c = 1/2(R^2)(2a - \sin(2a))$

$a = 0.59 \text{ radians (found by iteration)}$

$y_d = \frac{4R}{3} \times \frac{\sin^3 a}{2a - \sin(2a)} = 8.09 \text{ in}$

$y_1 = R - y_d = 9 \text{ in} - 8.09 \text{ in} = 0.91 \text{ in}$

$\phi M_n = 0.9(0.44)(60 \text{ ksi})(14 - 0.91) = 311 \text{ in-k} > 28.7 \text{ in-k} \quad \text{DCR} = 0.092 \quad \underline{\text{O.K.}}$



Belt Swing

Belt Swing

Component Weight, D	=	122	lb/post	Structure Length, L	=	126	in	
Occupant Weight, L	=	200	lb/post	Structure Width, W	=	42	in	Assume 2/3H For Height CG
Wind Loading, W	=	30	lb	Structure Height, H	=	50	in	Height CG = 33.3 in
Seismic Loading, E	=	106	lb/post					

Wind Loading, W (Support Posts)

$$\begin{aligned} p(\text{USD}) &= 17.0 \text{ psf} \\ A_f &= 1.7 \text{ ft}^2 \\ W &= 29.5 \text{ lb} \end{aligned}$$

Seismic Loading, E

$$\begin{aligned} E(\text{USD}) &= 0.870 \times W \\ W &= 122.0 \text{ lb} \\ E &= 106.1 \text{ lb} \end{aligned}$$

Component Demand Forces

Assume structure is rigid for load transfer

$$\begin{aligned} V_{LL} &= 200 \text{ lb} & V_E &= 106 \text{ lb} & V_W &= 30 \text{ lb} \\ M_{LL} &= 833 \text{ lb-ft} & M_E &= 295 \text{ lb-ft} & M_W &= 61 \text{ lb-ft} \end{aligned}$$

Loading

For Foundation Design

2. $1.0D + 1.0L$	6. $1.0D + 0.75L + (0.75)0.6W$	8. $(1.0+0.14S_{DS})D + 0.7\Omega_0 Q_E$
$V = 200 \text{ lb}$	$V = 163 \text{ lb}$	$V = 149 \text{ lb}$
$M = 833 \text{ lb}$	$M = 653 \text{ lb}$	$M = 413 \text{ lb}$
$H_{eff} = 4.17 \text{ ft}$	$H_{eff} = 4.00 \text{ ft}$	$H_{eff} = 2.78 \text{ ft}$

Belt Swing

Foundation Design - Drilled Pier

Lateral Load on Pier: Lateral Load $P = 200 \text{ lb}$ $\leq$ Horizontal Load @ Top of Column
Effective Height of Load $h = 4.17 \text{ ft}$

Design of Nonconstrained Drilled Pier

[2022 CBC, 1807.3.2.1, Eq 18-1]

Applied Load: $P = 200 \text{ lb}$ @ $h = 5.17 \text{ ft}$
Diameter (b) = 24 in x Depth (d) = 4.00 ft Soil (q) = 300 psf / ft
 $S_1 = \frac{d \times q}{3} = 400 \text{ psf}$ $A = \frac{2.34P}{S_1 b} = \frac{2.34(200 \text{ lb})}{(400 \text{ psf})(2 \text{ ft})} = 0.59$
 $d = \frac{A}{2} \times \left(1 + \sqrt{1 + \frac{4.36 \times h}{A}} \right) = 2.14 \text{ ft}$

24" diameter x 5' deep Drilled Pier
Ignore Top 1.0ft of Soil

Ratio of Steel to Concrete

Area of 8-#6 Bars $A = 3.52 \text{ in}^2$
Area of pier $A = \pi d^2 / 4 = 452 \text{ in}^2$ (24" diameter)

Ratio of area of steel to area of concrete = 0.78% > 0.50% OK

Gravity Load on Pier

$P(D+L) = 322 \text{ lb}$
 $P(\text{Pier}) = \pi r^2 \times h \times 150 \text{ pcf} = \frac{2,356 \text{ lb}}{2,678 \text{ lb}}$

Capacity of Pier

Resistance to gravity loading is provided by friction along surface of piers.

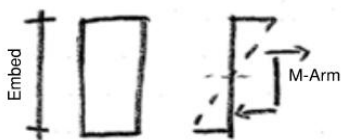
Surface Area of Pier $A = 25.1 \text{ ft}^2$

24" diameter x 5' deep Drilled Pier
Ignore Top 1.0ft of Soil

Downward Capacity of Pier = $25.1 \text{ ft}^2 \times 500 \text{ psf} = 12,566 \text{ lb}$ OK

Check Equipment Embedment

$M_u = 833 \text{ lb-ft}$ Embed = 40.00 in
Post Diameter = 3.000 in M-Arm = 26.67 in
 $a = 1/2 \text{ Embed} = 20 \text{ in}$ Force, F = 375 lbs
 $F_{brg} = 6.25 \text{ psi}$



PSI force is low, posts embedment in concrete is sufficient

Belt Swing

Capacity of Pier Section

Lateral Load on Pier: Lateral Load

$P = 200 \text{ lb} \leq \text{Horizontal Load @ Top of Column}$

Effective Height of Load

$h = 4.17 \text{ ft} + 3.00 \text{ ft} = 7.17 \text{ ft}$

Moment at mid-hieght of pier (ASD)

$M_A = 200 \text{ lb} \times 7.17 \text{ ft} = 1,433 \text{ lb-ft}$

$M_U = 2,389 \text{ lb-ft} \times 12 / 1000 = 28,667 \text{ lb-in}$

$\phi M_n = \phi A_s F_y z$ $\phi = 0.9$

$A_s = 0.44 \text{ in}^2$ $F_y = 60 \text{ ksi}$

Radius (R) = 12.00 in

$z = d - a/2$ $f'_c = 3.5 \text{ ksi}$

$d = 24 \text{ in} - 4 \text{ in} = 20.00 \text{ in}$

$A_c = \frac{A_s F_y}{0.85 f'_c} = 8.9 \text{ in}$

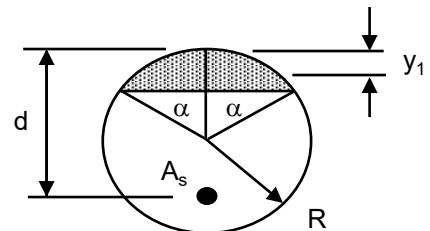
$A_c = 1/2(R^2)(2a - \sin(2a))$

$a = 0.46 \text{ radians (found by iteration)}$

$y_d = \frac{4R}{3} \times \frac{\sin^3 a}{2a - \sin(2a)} = 11.25 \text{ in}$

$y_1 = R - y_d = 12 \text{ in} - 11.25 \text{ in} = 0.75 \text{ in}$

$\phi M_n = 0.9(0.44)(60 \text{ ksi})(20 - 0.75) = 457 \text{ in-k} > 28.7 \text{ in-k} \quad \text{DCR} = 0.063 \quad \underline{\text{O.K.}}$



Oodle Swing

Oodle Swing

Component Weight, D	=	99	lb/post	Structure Length, L	=	157	in	
Occupant Weight, L	=	50	lb/post	Structure Width, W	=	40	in	Assume 2/3H For Height CG
Wind Loading, W	=	24	lb	Structure Height, H	=	114	in	Height CG = 76.0 in
Seismic Loading, E	=	86	lb/post					

Wind Loading, W (Support Posts)

$$\begin{aligned} p(\text{USD}) &= 17.0 \text{ psf} \\ A_f &= 1.4 \text{ ft}^2 \\ W &= 23.6 \text{ lb} \end{aligned}$$

Seismic Loading, E

$$\begin{aligned} E(\text{USD}) &= 0.870 \times W \\ W &= 98.8 \text{ lb} \\ E &= 85.9 \text{ lb} \end{aligned}$$

Component Demand Forces

Assume structure is rigid for load transfer

$$\begin{aligned} V_{LL} &= 50 \text{ lb} & V_E &= 86 \text{ lb} & V_W &= 24 \text{ lb} \\ M_{LL} &= 475 \text{ lb-ft} & M_E &= 544 \text{ lb-ft} & M_W &= 112 \text{ lb-ft} \end{aligned}$$

Loading

For Foundation Design

2.	$1.0D + 1.0L$	6.	$1.0D + 0.75L + (0.75)0.6W$	8.	$(1.0+0.14S_{DS})D + 0.7\Omega_0 Q_E$
	$V = 50 \text{ lb}$		$V = 48 \text{ lb}$		$V = 120 \text{ lb}$
	$M = 475 \text{ lb}$		$M = 407 \text{ lb}$		$M = 762 \text{ lb}$
	$H_{eff} = 9.50 \text{ ft}$		$H_{eff} = 8.45 \text{ ft}$		$H_{eff} = 6.33 \text{ ft}$

Oodle Swing

Foundation Design - Drilled Pier

Lateral Load on Pier: Lateral Load $P = 120 \text{ lb}$ $\leq$ Horizontal Load @ Top of Column
Effective Height of Load $h = 6.33 \text{ ft}$

Design of Nonconstrained Drilled Pier

[2022 CBC, 1807.3.2.1, Eq 18-1]

Applied Load: $P = 120 \text{ lb}$ @ $h = 7.33 \text{ ft}$
Diameter (b) = 18 in x Depth (d) = 4.00 ft Soil (q) = 300 psf / ft
 $S_1 = \frac{d \times q}{3} = 400 \text{ psf}$ $A = \frac{2.34P}{S_1 b} = \frac{2.34(120 \text{ lb})}{(400 \text{ psf})(1.5 \text{ ft})} = 0.47$
 $d = \frac{A}{2} \times \left(1 + \sqrt{1 + \frac{4.36 \times h}{A}} \right) = 2.19 \text{ ft}$

18" diameter x 5' deep Drilled Pier
Ignore Top 1.0ft of Soil

Ratio of Steel to Concrete

Area of 6-#6 Bars $A = 2.64 \text{ in}^2$
Area of pier $A = \pi d^2 / 4 = 254 \text{ in}^2$ (18" diameter)

Ratio of area of steel to area of concrete = 1.04% > 0.50% OK

Gravity Load on Pier

$P(D+L) = 149 \text{ lb}$
 $P(\text{Pier}) = \pi r^2 \times h \times 150 \text{ pcf} = 1,325 \text{ lb}$
1,474 lb

Capacity of Pier

Resistance to gravity loading is provided by friction along surface of piers.

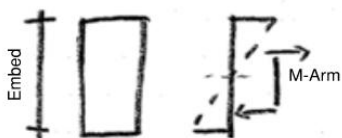
Surface Area of Pier $A = 18.8 \text{ ft}^2$

18" diameter x 5' deep Drilled Pier
Ignore Top 1.0ft of Soil

Downward Capacity of Pier = $18.8 \text{ ft}^2 \times 500 \text{ psf} = 9,425 \text{ lb}$ OK

Check Equipment Embedment

$M_u = 762 \text{ lb-ft}$ Embed = 24.00 in
Post Diameter = 3.500 in M-Arm = 16.00 in
 $a = 1/2 \text{ Embed} = 12 \text{ in}$ Force, F = 571 lbs
 $F_{brg} = 13.60 \text{ psi}$



PSI force is low, posts embedment in concrete is sufficient

Oodle Swing

Capacity of Pier Section

Lateral Load on Pier: Lateral Load

$P = 120 \text{ lb} \leq \text{Horizontal Load @ Top of Column}$

Effective Height of Load

$h = 6.33 \text{ ft} + 3.00 \text{ ft} = 9.33 \text{ ft}$

Moment at mid-hieght of pier (ASD)

$M_A = 120 \text{ lb} \times 9.33 \text{ ft} = 1,123 \text{ lb-ft}$

$M_U = 1,871 \text{ lb-ft} \times 12 / 1000 = 22,452 \text{ lb-in}$

$$\phi M_n = \phi A_s F_y z$$

$$\phi = 0.9$$

$$A_s = 0.44 \text{ in}^2$$

$$F_y = 60 \text{ ksi}$$

$$\text{Radius (R)} = 9.00 \text{ in}$$

$$z = d - a/2$$

$$f'_c = 3.5 \text{ ksi}$$

$$d = 18 \text{ in} - 4 \text{ in} =$$

$$14.00 \text{ in}$$

$$A_c = \frac{A_s F_y}{0.85 f'_c} = 8.9 \text{ in}$$

$$A_c = 1/2(R^2)(2a - \sin(2a))$$

$$a = 0.56 \text{ radians (found by iteration)}$$

$$y_d = \frac{4R}{3} \times \frac{\sin^3 a}{2a - \sin(2a)} = 8.18 \text{ in}$$

$$y_1 = R - y_d = 9 \text{ in} - 8.18 \text{ in} =$$

$$0.82 \text{ in}$$

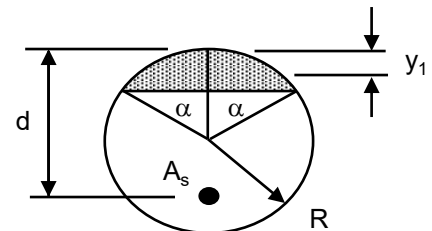
$$\phi M_n = 0.9(0.44)(60 \text{ ksi})(14 - 0.82) =$$

$$313 \text{ in-k}$$

$$> 22.5 \text{ in-k}$$

$$\text{DCR} = 0.072$$

O.K.



Spring Rider

Spring Rider

Component Weight, D	=	83	lb	Structure Length, L	=	36	in	
Occupant Weight, L	=	200	lb	Structure Width, W	=	12	in	Assume 2/3H For Height CG
Wind Loading, W	=	51	lb	Structure Height, H	=	36	in	Height CG = 24.0 in
Seismic Loading, E	=	72	lb					

Wind Loading, W

$$\begin{aligned} p(USD) &= 17.0 \text{ psf} \\ A_f &= 3.0 \text{ ft}^2 \\ W &= 51.0 \text{ lb} \end{aligned}$$

Seismic Loading, E

$$\begin{aligned} E(USD) &= 0.870 \times W \\ W &= 83.0 \text{ lb} \\ E &= 72.2 \text{ lb} \end{aligned}$$

Component Demand Forces

Assume structure is rigid for load transfer

$$\begin{aligned} V_{LL} &= 200 \text{ lb} & V_E &= 72 \text{ lb} & V_W &= 51 \text{ lb} \\ M_{LL} &= 600 \text{ lb-ft} & M_E &= 144 \text{ lb-ft} & M_W &= 77 \text{ lb-ft} \end{aligned}$$

Loading

For Anchorage Design

2. $1.2D + 1.6L$	4. $1.2D + 1.0W + 1.0L$	6. $(1.2+0.2S_{DS})D + \Omega_0 Q_E + L$
$R = 420 \text{ lb}$	$R = 300 \text{ lb}$	$R = 328 \text{ lb}$
$V_u = 320 \text{ lb}$	$V_u = 251 \text{ lb}$	$V_u = 344 \text{ lb}$
$M_u = 960 \text{ lb}$	$M_u = 677 \text{ lb}$	$M_u = 889 \text{ lb}$

Loading

For Foundation Design

2. $1.0D + 1.0L$	6. $1.0D + 0.75L + (0.75)0.6W$	8. $(1.0+0.14S_{DS})D + 0.7 \Omega_0 Q_E$
$V = 200 \text{ lb}$	$V = 173 \text{ lb}$	$V = 101 \text{ lb}$
$M = 600 \text{ lb}$	$M = 484 \text{ lb}$	$M = 202 \text{ lb}$
$H_{eff} = 3.00 \text{ ft}$	$H_{eff} = 2.80 \text{ ft}$	$H_{eff} = 2.00 \text{ ft}$

Spring Rider

Foundation Design - Drilled Pier

Lateral Load on Pier: Lateral Load $P = 200 \text{ lb}$ $\leq$ Horizontal Load @ Top of Column
Effective Height of Load $h = 3.00 \text{ ft}$

Design of Nonconstrained Drilled Pier

[2022 CBC, 1807.3.2.1, Eq 18-1]

Applied Load: $P = 200 \text{ lb}$ @ $h = 4.00 \text{ ft}$
Diameter (b) = 18 in x Depth (d) = 4.00 ft Soil (q) = 300 psf / ft
 $S_1 = \frac{d \times q}{3} = 400 \text{ psf}$ $A = \frac{2.34P}{S_1 b} = \frac{2.34(200 \text{ lb})}{(400 \text{ psf})(1.5 \text{ ft})} = 0.78$
 $d = \frac{A}{2} \times \left(1 + \sqrt{1 + \frac{4.36 \times h}{A}} \right) = 2.27 \text{ ft}$

18" diameter x 5' deep Drilled Pier
Ignore Top 1.0ft of Soil

Ratio of Steel to Concrete

Area of 6-#6 Bars $A = 2.64 \text{ in}^2$
Area of pier $A = \pi d^2 / 4 = 254 \text{ in}^2$ (18" diameter)

Ratio of area of steel to area of concrete = 1.04% > 0.50% OK

Gravity Load on Pier

$P(D+L) = 283 \text{ lb}$
 $P(\text{Pier}) = \pi r^2 \times h \times 150 \text{ pcf} = \frac{1,325 \text{ lb}}{1,608 \text{ lb}}$

Capacity of Pier

Resistance to gravity loading is provided by friction along surface of piers.

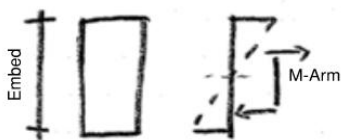
Surface Area of Pier $A = 18.8 \text{ ft}^2$

18" diameter x 5' deep Drilled Pier
Ignore Top 1.0ft of Soil

Downward Capacity of Pier = $18.8 \text{ ft}^2 \times 500 \text{ psf} = 9,425 \text{ lb}$ OK

Check Equipment Embedment

$M_u = 600 \text{ lb-ft}$ Embed = 20.00 in
Post Diameter = 3.500 in M-Arm = 13.33 in
 $a = 1/2 \text{ Embed} = 10 \text{ in}$ Force, $F = 540 \text{ lbs}$
 $F_{brg} = 15.43 \text{ psi}$



PSI force is low, posts embedment in concrete is sufficient

Spring Rider

Capacity of Pier Section

Lateral Load on Pier: Lateral Load

$P = 200 \text{ lb} \leq \text{Horizontal Load @ Top of Column}$

Effective Height of Load

$h = 3.00 \text{ ft} + 3.00 \text{ ft} = 6.00 \text{ ft}$

Moment at mid-hieght of pier (ASD)

$M_A = 200 \text{ lb} \times 6.00 \text{ ft} = 1,200 \text{ lb-ft}$

$M_U = 2,000 \text{ lb-ft} \times 12 / 1000 = 24,000 \text{ lb-in}$

$\phi M_n = \phi A_s F_y z$ $\phi = 0.9$

$A_s = 0.44 \text{ in}^2$ $F_y = 60 \text{ ksi}$

Radius (R) = 9.00 in

$z = d - a/2$ $f'_c = 3.5 \text{ ksi}$

$d = 18 \text{ in} - 4 \text{ in} = 14.00 \text{ in}$

$A_c = \frac{A_s F_y}{0.85 f'_c} = 8.9 \text{ in}$

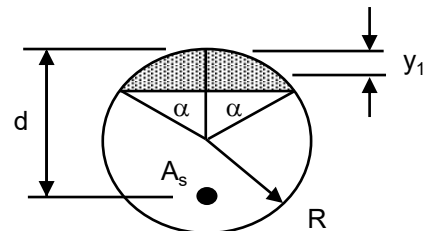
$A_c = 1/2(R^2)(2a - \sin(2a))$

$a = 0.56 \text{ radians (found by iteration)}$

$y_d = \frac{4R}{3} \times \frac{\sin^3 a}{2a - \sin(2a)} = 8.18 \text{ in}$

$y_1 = R - y_d = 9 \text{ in} - 8.18 \text{ in} = 0.82 \text{ in}$

$\phi M_n = 0.9(0.44)(60 \text{ ksi})(14 - 0.82) = 313 \text{ in-k} > 24.0 \text{ in-k} \quad \text{DCR} = 0.077 \quad \underline{\text{O.K.}}$



Tot Bucket Swings

Tot Bucket Swings

Component Weight, D	=	136	lb	Structure Length, L	=	116	in	
Occupant Weight, L	=	400	lb	Structure Width, W	=	42	in	Assume 2/3H For Height CG
Wind Loading, W	=	31	lb	Structure Height, H	=	75	in	Height CG = 50.0 in
Seismic Loading, E	=	118	lb					

Wind Loading, W (Support Posts)

$$\begin{aligned} p(\text{USD}) &= 17.0 \text{ psf} \\ A_f &= 1.8 \text{ ft}^2 \\ W &= 31.0 \text{ lb} \end{aligned}$$

Seismic Loading, E

$$\begin{aligned} E(\text{USD}) &= 0.870 \times W \\ W &= 136.0 \text{ lb} \\ E &= 118.3 \text{ lb} \end{aligned}$$

Component Demand Forces

Assume structure is rigid for load transfer

$$\begin{aligned} V_{LL} &= 400 \text{ lb} & V_E &= 118 \text{ lb} & V_W &= 31 \text{ lb} \\ M_{LL} &= 2500 \text{ lb-ft} & M_E &= 493 \text{ lb-ft} & M_W &= 97 \text{ lb-ft} \end{aligned}$$

Loading

For Foundation Design

2. $1.0D + 1.0L$	6. $1.0D + 0.75L + (0.75)0.6W$	8. $(1.0+0.14S_{DS})D + 0.7\Omega_0 Q_E$
$V = 400 \text{ lb}$	$V = 314 \text{ lb}$	$V = 166 \text{ lb}$
$M = 2500 \text{ lb}$	$M = 1919 \text{ lb}$	$M = 690 \text{ lb}$
$H_{eff} = 6.25 \text{ ft}$	$H_{eff} = 6.11 \text{ ft}$	$H_{eff} = 4.17 \text{ ft}$

Tot Bucket Swings

Foundation Design - Drilled Pier

Lateral Load on Pier: Lateral Load $P = 400 \text{ lb}$ $\leq$ Horizontal Load @ Top of Column
Effective Height of Load $h = 6.25 \text{ ft}$

Design of Nonconstrained Drilled Pier

[2022 CBC, 1807.3.2.1, Eq 18-1]

Applied Load: $P = 400 \text{ lb}$ @ $h = 7.25 \text{ ft}$
Diameter (b) = 30 in x Depth (d) = 4.00 ft Soil (q) = 300 psf / ft
 $S_1 = \frac{d \times q}{3} = 400 \text{ psf}$ $A = \frac{2.34P}{S_1 b} = \frac{2.34(400 \text{ lb})}{(400 \text{ psf})(2.5 \text{ ft})} = 0.94$
 $d = \frac{A}{2} \times \left(1 + \sqrt{1 + \frac{4.36 \times h}{A}} \right) = 3.24 \text{ ft}$

30" diameter x 5' deep Drilled Pier
Ignore Top 1.0ft of Soil

Ratio of Steel to Concrete

Area of 10-#6 Bars $A = 4.4 \text{ in}^2$
Area of pier $A = \pi d^2 / 4 = 707 \text{ in}^2$ (30" diameter)

Ratio of area of steel to area of concrete = 0.62% > 0.50% OK

Gravity Load on Pier

$P(D+L) = 536 \text{ lb}$
 $P(\text{Pier}) = \pi r^2 \times h \times 150 \text{ pcf} = 3,682 \text{ lb}$
4,218 lb

Capacity of Pier

Resistance to gravity loading is provided by friction along surface of piers.

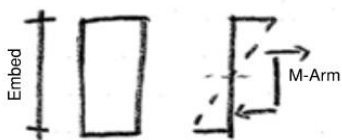
Surface Area of Pier $A = 31.4 \text{ ft}^2$

30" diameter x 5' deep Drilled Pier
Ignore Top 1.0ft of Soil

Downward Capacity of Pier = 31.4 ft² x 500 psf = 15,708 lb OK

Check Equipment Embedment

$M_u = 2500 \text{ lb-ft}$ Embed = 30.00 in
Post Diameter = 3.500 in M-Arm = 20.00 in
 $a = 1/2 \text{ Embed} = 15 \text{ in}$ Force, F = 1500 lbs
 $F_{brg} = 28.57 \text{ psi}$



PSI force is low, posts embedment in concrete is sufficient

Tot Bucket Swings

Capacity of Pier Section

Lateral Load on Pier: Lateral Load

$P = 400 \text{ lb} \leq \text{Horizontal Load @ Top of Column}$

Effective Height of Load

$h = 6.25 \text{ ft} + 3.00 \text{ ft} = 9.25 \text{ ft}$

Moment at mid-hieght of pier (ASD)

$M_A = 400 \text{ lb} \times 9.25 \text{ ft} = 3,700 \text{ lb-ft}$

$M_U = 6,167 \text{ lb-ft} \times 12 / 1000 = 74,000 \text{ lb-in}$

$\phi M_n = \phi A_s F_y z$ $\phi = 0.9$

$A_s = 0.44 \text{ in}^2$ $F_y = 60 \text{ ksi}$

Radius (R) = 15.00 in

$z = d - a/2$ $f'_c = 3.5 \text{ ksi}$

$d = 30 \text{ in} - 4.5 \text{ in} = 25.50 \text{ in}$

$A_c = \frac{A_s F_y}{0.85 f'_c} = 8.9 \text{ in}$

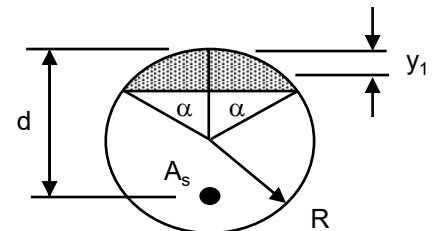
$A_c = 1/2(R^2)(2a - \sin(2a))$

$a = 0.395 \text{ radians}$ (found by iteration)

$y_d = \frac{4R}{3} \times \frac{\sin^3 a}{2a - \sin(2a)} = 14.31 \text{ in}$

$y_1 = R - y_d = 15 \text{ in} - 14.31 \text{ in} = 0.69 \text{ in}$

$\phi M_n = 0.9(0.44)(60 \text{ ksi})(25.5 - 0.69) = 589 \text{ in-k} > 74.0 \text{ in-k}$ $DCR = 0.126$ O.K.



Playground Structures

Playground Structures (Ramp, Worst Case Loading)

Component Weight, D	=	108.75 lb/post	Structure Length, L	=	123 in	
Occupant Weight, L (40psf)	=	358.75 lb/post	Structure Width, W	=	42 in	Assume 2/3H For Height CG
Wind Loading, W	=	87 lb	Structure Height, H	=	96 in	Height CG = 64.0 in
Seismic Loading, E	=	95 lb				

Wind Loading, W (Support Posts)

$$\begin{aligned} p(\text{USD}) &= 17.0 \text{ psf} \\ A_f &= 5.1 \text{ ft}^2 \\ W &= 87.1 \text{ lb} \end{aligned}$$

Seismic Loading, E

$$\begin{aligned} E(\text{USD}) &= 0.870 \times W \\ W &= 108.8 \text{ lb} \\ E &= 94.6 \text{ lb} \end{aligned}$$

Component Demand Forces Assume structure is rigid for load transfer

$$\begin{aligned} V_{LL} &= 358.75 \text{ lb} & V_E &= 95 \text{ lb} & V_W &= 87 \text{ lb} \\ M_{LL} &= 2870 \text{ lb-ft} & M_E &= 504.6 \text{ lb-ft} & M_W &= 349 \text{ lb-ft} \end{aligned}$$

Loading For Foundation Design

2. $1.0D + 1.0L$	6. $1.0D + 0.75L + (0.75)0.6W$	8. $(1.0+0.14S_{DS})D + 0.7\Omega_0 Q_E$
$V = 359 \text{ lb}$	$V = 308 \text{ lb}$	$V = 132 \text{ lb}$
$M = 2870 \text{ lb}$	$M = 2309 \text{ lb}$	$M = 706 \text{ lb}$
$H_{eff} = 8.00 \text{ ft}$	$H_{eff} = 7.49 \text{ ft}$	$H_{eff} = 5.33 \text{ ft}$

Playground Structures

Foundation Design - Drilled Pier

Lateral Load on Pier: Lateral Load $P = 359 \text{ lb}$ $\leq$ Horizontal Load @ Top of Column
Effective Height of Load $h = 8.00 \text{ ft}$

Design of Nonconstrained Drilled Pier

[2022 CBC, 1807.3.2.1, Eq 18-1]

Applied Load: $P = 359 \text{ lb}$ @ $h = 9.00 \text{ ft}$
Diameter (b) = 24 in x Depth (d) = 4.00 ft Soil (q) = 300 psf / ft
 $S_1 = \frac{d \times q}{3} = 400 \text{ psf}$ $A = \frac{2.34P}{S_1 b} = \frac{2.34(359 \text{ lb})}{(400 \text{ psf})(2 \text{ ft})} = 1.05$
 $d = \frac{A}{2} \times \left(1 + \sqrt{1 + \frac{4.36 \times h}{A}} \right) = 3.78 \text{ ft}$

24" diameter x 5' deep Drilled Pier

Ignore Top 1.0ft of Soil

Ratio of Steel to Concrete

Area of 8-#6 Bars $A = 3.52 \text{ in}^2$
Area of pier $A = \pi d^2 / 4 = 452 \text{ in}^2$ (24" diameter)

Ratio of area of steel to area of concrete = 0.78% > 0.50% OK

Gravity Load on Pier

$P(D+L) = 468 \text{ lb}$
 $P(\text{Pier}) = \pi r^2 \times h \times 150 \text{ pcf} = \frac{2,356 \text{ lb}}{2,824 \text{ lb}}$

Capacity of Pier

Resistance to gravity loading is provided by friction along surface of piers.

Surface Area of Pier $A = 25.1 \text{ ft}^2$

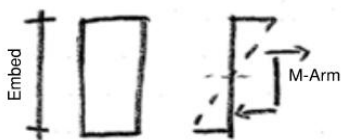
24" diameter x 5' deep Drilled Pier

Ignore Top 1.0ft of Soil

Downward Capacity of Pier = $25.1 \text{ ft}^2 \times 500 \text{ psf} = 12,566 \text{ lb}$ OK

Check Equipment Embedment

$M_u = 2870 \text{ lb-ft}$ Embed = 20.00 in
Post Diameter = 3.000 in M-Arm = 13.33 in
 $a = 1/2 \text{ Embed} = 10 \text{ in}$ Force, F = 2583 lbs
 $F_{brg} = 86.10 \text{ psi}$



PSI force is low, posts embedment in concrete is sufficient

Playground Structures

Capacity of Pier Section

Lateral Load on Pier: Lateral Load

$P = 359 \text{ lb} \leq \text{Horizontal Load @ Top of Column}$

Effective Height of Load

$h = 8.00 \text{ ft} + 3.00 \text{ ft} = 11.00 \text{ ft}$

Moment at mid-hieght of pier (ASD)

$M_A = 359 \text{ lb} \times 11.00 \text{ ft} = 3,946 \text{ lb-ft}$

$M_U = 6,577 \text{ lb-ft} \times 12 / 1000 = 78,925 \text{ lb-in}$

$\phi M_n = \phi A_s F_y z$ $\phi = 0.9$

$A_s = 0.44 \text{ in}^2$ $F_y = 60 \text{ ksi}$

Radius (R) = 12.00 in

$z = d - a/2$ $f'_c = 3.5 \text{ ksi}$

$d = 24 \text{ in} - 4 \text{ in} = 20.00 \text{ in}$

$A_c = \frac{A_s F_y}{0.85 f'_c} = 8.9 \text{ in}$

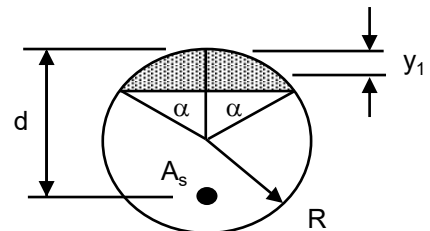
$A_c = 1/2(R^2)(2a - \sin(2a))$

$a = 0.46 \text{ radians (found by iteration)}$

$y_d = \frac{4R}{3} \times \frac{\sin^3 a}{2a - \sin(2a)} = 11.25 \text{ in}$

$y_1 = R - y_d = 12 \text{ in} - 11.25 \text{ in} = 0.75 \text{ in}$

$\phi M_n = 0.9(0.44)(60 \text{ ksi})(20 - 0.75) = 457 \text{ in-k} > 78.9 \text{ in-k} \quad \text{DCR} = 0.173 \quad \underline{\text{O.K.}}$



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Component Weight, D	=	1278 lb	Structure Length, L	=	129 in	
Occupant Weight, L	=	400 lb	Structure Width, W	=	83 in	Assume 2/3H For Height CG
Wind Loading, W	=	487 lb	Structure Height, H	=	32 in	Height CG = 21.3 in
Seismic Loading, E	=	1112 lb				

Wind Loading, W

$$\begin{aligned} p(\text{USD}) &= 17.0 \text{ psf} \\ A_f &= 28.7 \text{ ft}^2 \\ W &= 487.3 \text{ lb} \end{aligned}$$

Seismic Loading, E

$$\begin{aligned} E(\text{USD}) &= 0.870 \times W \\ W &= 1278.0 \text{ lb} \\ E &= 1111.9 \text{ lb} \end{aligned}$$

Component Demand Forces

Assume structure is rigid for load transfer

$$\begin{aligned} V_{LL} &= 400 \text{ lb} & V_E &= 1112 \text{ lb} & V_W &= 487 \text{ lb} \\ M_{LL} &= 1067 \text{ lb-ft} & M_E &= 1976.64 \text{ lb-ft} & M_W &= 650 \text{ lb-ft} \end{aligned}$$

Loading

For Anchorage Design

2. $1.2D + 1.6L$	4. $1.2D + 1.0W + 1.0L$	6. $(1.2+0.2S_{DS})D + \Omega_0 Q_E + L$
$R = 2174 \text{ lb}$	$R = 1934 \text{ lb}$	$R = 2378 \text{ lb}$
$V_u = 640 \text{ lb}$	$V_u = 887 \text{ lb}$	$V_u = 2624 \text{ lb}$
$M_u = 1707 \text{ lb-ft}$	$M_u = 1716 \text{ lb-ft}$	$M_u = 5020 \text{ lb-ft}$
$H_{eff} = 2.67 \text{ ft}$	$H_{eff} = 1.93 \text{ ft}$	$H_{eff} = 1.91 \text{ ft}$

Loading

For Foundation Design

2. $1.0D + 1.0L$	6. $1.0D + 0.75L + (0.75)0.6W$	8. $(1.0+0.14S_{DS})D + 0.7 \Omega_0 Q_E$
$V = 400 \text{ lb}$	$V = 519 \text{ lb}$	$V = 1557 \text{ lb}$
$M = 1067 \text{ lb-ft}$	$M = 1092 \text{ lb-ft}$	$M = 2767 \text{ lb-ft}$
$H_{eff} = 2.67 \text{ ft}$	$H_{eff} = 2.10 \text{ ft}$	$H_{eff} = 1.78 \text{ ft}$

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Foundation Design - Spread Footing

Spread Footing	Vertical load applied to footing	$R = 1.7 \text{ k}$	Footing: $L = 5.67 \text{ ft}$
	Weight of footing	$W = 8.5 \text{ k}$	$B = 5.00 \text{ ft}$
		$P = 10.2 \text{ k}$	$D = 2.00 \text{ ft}$

Resisting Moment ($P \times L / 2$)	$M_R = 28.8 \text{ k-ft}$	Overturning Moment	$M_O = 2.8 \text{ k-ft}$
---------------------------------------	---------------------------	--------------------	--------------------------

Soil Bearing Pressure	$a = \frac{28.8 \text{ k-ft} - 2.8 \text{ k-ft}}{10.2 \text{ k}} = 2.6 \text{ ft}$	Resultant is inside the middle 1 / 3
$L / 3 = 1.9 \text{ ft}$		
$p_{MAX} = \frac{2P}{3aB}$	$= \frac{2(10.178 \text{ k})}{3(2.6')(5')} = 522 \text{ psf}$	$< 2,600 \text{ psf} \quad \text{OK}$

Check Spread Footing Stability $(1.0+0.14S_{DS})D + 0.7 \Omega_0 Q_E$

Reduced Moment $(0.9-0.14S_{DS}) \times M_R$

$0.66 \times M_R = 18.9 \text{ k-ft}$	$>$	Overturning Moment	$M_O = 2.8 \text{ k-ft}$
		OK	

Load on Spread Footing

$P(D+L) =$	$= 1,678 \text{ lb}$
$P(\text{Footing}) = L \times B \times D \times 150 \text{ pcf}$	$= \frac{8,500 \text{ lb}}{10,178 \text{ lb}}$

$A_{REQ} = \frac{10,178 \text{ lb}}{2,000 \text{ psf}} = 5.09 \text{ ft}^2$	$<$	$A_{FTG} = 28.33 \text{ ft}^2$	OK
---	-----	--------------------------------	----

Check Reinforcement Ratio

$A_{s,min} = 0.0018 \times A$	$= 2.94 \text{ in}^2$
$A_s = 12\text{-}\#5 \text{ bars}$	$= 3.72 \text{ in}^2$
	OK

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Loading For Anchorage Design

2.	$1.2D + 1.6L$	4.	$1.2D + 1.0W + 1.0L$	6.	$(1.2 + 0.2S_{DS})D + \Omega_0 Q_E + L$
	$R = 2174 \text{ lb}$		$R = 1934 \text{ lb}$		$R = 2378 \text{ lb}$
	$V_u = 640 \text{ lb}$		$V_u = 887 \text{ lb}$		$V_u = 2624 \text{ lb}$
	$M_u = 1707 \text{ lb-ft}$		$M_u = 1716 \text{ lb-ft}$		$M_u = 5020 \text{ lb-ft}$

Seismic Loading: Worst Case

$M_u = 5020 \text{ lb-ft}$	$V_u = 2624 \text{ lb}$
$S = 83 \text{ ft}$	$N = 9 \text{ bolts}$
$= 6.92 \text{ ft}$	
$T = 726 \text{ lbs}$	$V = 292 \text{ lbs}$

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Project:			
Address:			
Phone:			
E-mail:			

1. Project information

Project description:

Location:

Design name: Design

Comment:

2. Input Data & Anchor Parameters

General

Design method: ACI 318-19

Units: Imperial units

Anchor Information:

Anchor type: Torque controlled expansion anchor

Material: Stainless Steel

Diameter (inch): 0.500

Nominal Embedment depth (inch): 3.875

Effective Embedment depth, h_{ef} (inch): 3.375

Code report: ICC-ES ESR-3037

Anchor category: 1

Anchor ductility: Yes

h_{min} (inch): 6.00

c_{ac} (inch): 7.00

c_{min} (inch): 4.00

S_{min} (inch): 4.00

Base Material

Concrete: Normal-weight

Concrete thickness, h (inch): 24.00

State: Uncracked

Compressive strength, f_c (psi): 2500

Ψ_{ex} : 1.4

Reinforcement condition: B tension, B shear

Supplemental edge reinforcement: No

Reinforcement provided at corners: No

Ignore concrete breakout in tension: No

Ignore concrete breakout in shear: No

Ignore 6do requirement: Not applicable

Build-up grout pad: No

Recommended Anchor

Anchor Name: Strong-Bolt® 2 Stainless Steel - 1/2"Ø STB2SS, h_{nom} :3.875" (98mm), c_{min} :4"

Code Report: ICC-ES ESR-3037



Input data and results must be checked for agreement with the existing circumstances; the standards and guidelines must be checked for applicability.

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Load and Geometry

Load factor source: ACI 318 Section 5.3

Load combination: not set

Seismic design: No

Anchors subjected to sustained tension: Not applicable

Apply entire shear load at front row: No

Anchors only resisting wind and/or seismic loads: No

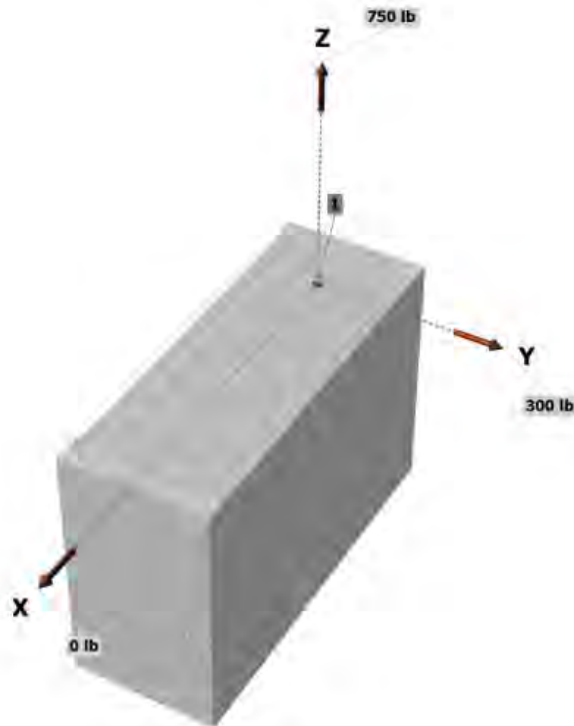
Strength level loads:

N_{ua} [lb]: 750

V_{ux} [lb]: 0

V_{uy} [lb]: 300

<Figure 1>



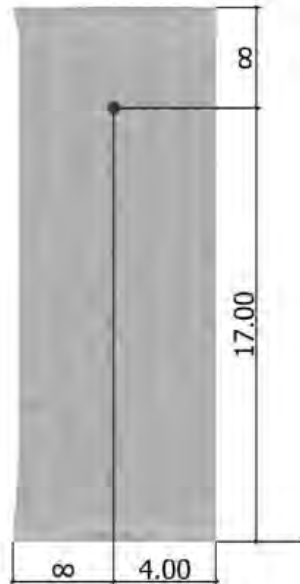
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<Figure 2>



3. Resulting Anchor Forces

Anchor	Tension load, N_{ax} (lb)	Shear load x , V_{max} (lb)	Shear load y , V_{ay} (lb)	Shear load combined, $\sqrt{(V_{max})^2 + (V_{ay})^2}$ (lb)
1	750.0	0.0	300.0	300.0
Sum	750.0	0.0	300.0	300.0

Maximum concrete compression strain (ϵ_{cu}): 0.00

Maximum concrete compression stress (psi): 0

Resultant tension force (lb): 750

Resultant compression force (lb): 0

Eccentricity of resultant tension forces in x-axis, e'_{ux} (inch): 0.00

Eccentricity of resultant tension forces in y-axis, e'_{uy} (inch): 0.00

Eccentricity of resultant shear forces in x-axis, e'_{vx} (inch): 0.00

Eccentricity of resultant shear forces in y-axis, e'_{vy} (inch): 0.00

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4. Steel Strength of Anchor in Tension (Sec. 17.6.1)

N_{sa} (lb)	ϕ	ϕN_{sa} (lb)
12075	0.75	9056

5. Concrete Breakout Strength of Anchor in Tension (Sec. 17.6.2)

$N_b = k_{tr} c_{\sqrt{f_c}} \sqrt{f_c} A_{br} \geq N_t$ (Eq. 17.6.2.2.1)

k_{tr}	λ	f_c (psi)	h_{ef} (in)	N_b (lb)
24.0	1.00	2500	3.375	7440

$\phi N_{bt} = \phi (A_{br} / A_{Nbr}) \sqrt{f_c} N_b$ (Sec. 17.5.1.2 & Eq. 17.6.2.1a)

A_{br} (in ²)	A_{Nbr} (in ²)	$c_{\sqrt{f_c}}$ (in)	$\sqrt{f_c}$	$\sqrt{f_c} h_{ef}$	$\sqrt{f_c} N_b$	N_b (lb)	ϕ	ϕN_{bt} (lb)
91.76	102.52	4.00	0.937	1.00	0.723	7440	0.65	2933

6. Pullout Strength of Anchor in Tension (Sec. 17.6.3)

$\phi N_{pr} = \phi \sqrt{f_c} \lambda \sqrt{N_b} (f_c / 2,500)^{1/4}$ (Sec. 17.5.1.2, Eq. 17.6.3.1 & Code Report)

$\sqrt{f_c}$	λ	N_b (lb)	f_c (psi)	η	ϕ	ϕN_{pr} (lb)
1.0	1.00	4495	2500	0.50	0.65	2922

7. Steel Strength of Anchor in Shear (Sec. 17.7.1)

V_{sa} (lb)	ϕ_{design}	ϕ	$\phi_{\text{design}} V_{sa}$ (lb)
7245	1.0	0.65	4709

8. Concrete Breakout Strength of Anchor in Shear (Sec. 17.7.2)

Shear perpendicular to edge in y-direction:

$V_{sy} = \min[7(l_e / d_n)^{1/2} \lambda \sqrt{f_c} c_{\sqrt{f_c}}^{1/2}; 9 \lambda \sqrt{f_c} c_{\sqrt{f_c}}^{1/2}]$ (Eq. 17.7.2.2.1a & Eq. 17.7.2.2.1b)

l_e (in)	d_n (in)	λ	f_c (psi)	$c_{\sqrt{f_c}}$ (in)	V_{sy} (lb)
3.38	0.500	1.00	2500	4.00	2901

$\phi V_{sy} = \phi (A_{vc} / A_{Nvc}) \sqrt{f_c} V_{sy}$ (Sec. 17.5.1.2 & Eq. 17.7.2.1a)

A_{vc} (in ²)	A_{Nvc} (in ²)	$\sqrt{f_c}$	$\sqrt{f_c} V_{sy}$	V_{sy} (lb)	ϕ	ϕV_{sy} (lb)
72.00	72.00	1.000	1.400	1.000	0.70	2843

Shear parallel to edge in x-direction:

$V_{sx} = \min[7(l_e / d_n)^{1/2} \lambda \sqrt{f_c} c_{\sqrt{f_c}}^{1/2}; 9 \lambda \sqrt{f_c} c_{\sqrt{f_c}}^{1/2}]$ (Eq. 17.7.2.2.1a & Eq. 17.7.2.2.1b)

l_e (in)	d_n (in)	λ	f_c (psi)	$c_{\sqrt{f_c}}$ (in)	V_{sx} (lb)
3.38	0.500	1.00	2500	17.00	25415

$\phi V_{sx} = \phi (2) (A_{vc} / A_{Nvc}) \sqrt{f_c} V_{sx}$ (Sec. 17.5.1.2, 17.7.2.1(c) & Eq. 17.7.2.1a)

A_{vc} (in ²)	A_{Nvc} (in ²)	$\sqrt{f_c}$	$\sqrt{f_c} V_{sx}$	V_{sx} (lb)	ϕ	ϕV_{sx} (lb)
708.00	1300.50	1.000	1.400	1.031	0.70	27953

9. Concrete Pryout Strength of Anchor in Shear (Sec. 17.7.3)

$\phi V_{pc} = \phi k_{tr} N_{br} = \phi k_{tr} (A_{br} / A_{Nbr}) \sqrt{f_c} N_b$ (Sec. 17.5.1.2 & Eq. 17.7.3.1a)

k_{tr}	A_{br} (in ²)	A_{Nbr} (in ²)	$\sqrt{f_c}$	$\sqrt{f_c} N_b$	$\sqrt{f_c} N_{br}$	N_b (lb)	ϕ	ϕV_{pc} (lb)
2.0	91.76	102.52	0.937	1.000	0.723	7440	0.70	6318

10. Results

Interaction of Tensile and Shear Forces (Sec. R17.8)

Tension	Factored Load, N_{sa} (lb)	Design Strength, ϕN_{sa} (lb)	Ratio	Status
Steel	750	9056	0.08	Pass
Concrete breakout	750	2933	0.26	Pass

Input data and results must be checked for agreement with the existing circumstances; the standards and guidelines must be checked for plausibility.

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Pullout	750	2922	0.26	Pass (Governs)
Shear	Factored Load, V_{uc} (lb)	Design Strength, ϕV_n (lb)	Ratio	Status
Steel	300	4709	0.06	Pass
T Concrete breakout y+	300	2843	0.11	Pass (Governs)
Concrete breakout x+	300	27953	0.01	Pass
Pryout	300	6318	0.05	Pass
Interaction check:	$(N_{ua}/\phi N_{ua})^{2.0}$	$(V_{ua}/\phi V_{ua})^{2.0}$	Utilization Ratio	Permissible
Sec. R17.8	0.10	0.02	12.7%	1.0
				Pass

1/2"Ø STB2SS, fnom:3.875" (98mm),cmin:4" meets the selected design criteria.

11. Warnings

- Designer must exercise own judgement to determine if this design is suitable.
- Refer to manufacturer's product literature for hole cleaning and installation instructions.

Appendix

Wind Criteria



Address:
No Address at This Location

ASCE Hazards Report

Standard: ASCE/SEI 7-16

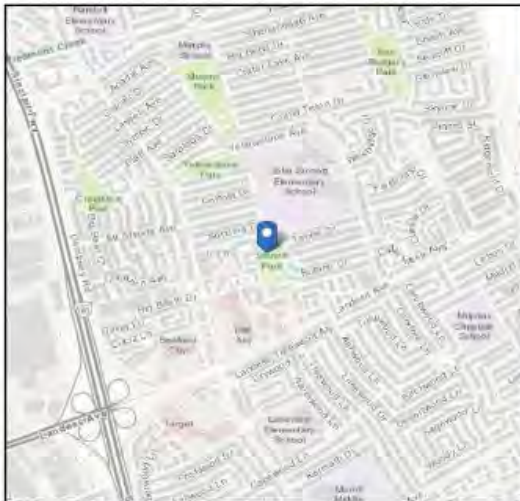
Risk Category: II

Soil Class: D - Default (see Section 11.4.3)

Latitude: 37.42036

Longitude: -121.87298

Elevation: 116.03503460879028 ft (NAVD 88)



Wind

Results:

Wind Speed	92 Vmph
10-year MRI	64 Vmph
25-year MRI	70 Vmph
50-year MRI	74 Vmph
100-year MRI	79 Vmph

Data Source: ASCE/SEI 7-16, Fig. 26.5-1B and Figs. CC.2-1–CC.2-4, and Section 26.5.2

Date Accessed: Tue Sep 30 2025

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-16 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years).

Site is not in a hurricane-prone region as defined in ASCE/SEI 7-16 Section 26.2.

Appendix

Seismic Criteria



Site Soil Class: D - Default (see Section 11.4.3)

Results:

S_S	2.174	S_{D1}	N/A
S_1	0.84	T_L	12
F_a	1.2	PGA	0.914
F_v	N/A	PGA_M	1.097
S_{MS}	2,609	F_{PGA}	1.2
S_{M1}	N/A	I_e	1
S_{DS}	1.739	C_v	1.5

Ground motion hazard analysis may be required. See ASCE/SEI 7-16 Section 11.4.8.

Data Accessed: Tue Sep 30 2025

Date Source: [USGS Seismic Design Maps](https://seismicdesignmaps.org/)

Appendix

Geotech Seismic Criteria

Callender Associates Landscape Architecture, Inc.
27375-0000.001

Sinnott Park Playground
Geotechnical Exploration

3.4 2022 CBC SEISMIC DESIGN PARAMETERS

The 2022 California Building Code (CBC) utilizes seismic-design criteria established in the ASCE/SEI Standard "Minimum Design Loads and Associated Criteria for Buildings and Other Structures," (ASCE 7-16). Based on the subsurface conditions encountered and shear-wave velocity measurements reported for nearby locations (as viewed on VSPDB), we characterized the site as Site Class D (Default).

In Table 3.4-1 below, we provide the CBC seismic parameters based on the United States Geological Survey's (USGS') Seismic Design Maps for your use. When using this table, considerations should be given to exceptions in Section 11.4.8 of ASCE 7-16.

TABLE 3.4-1: 2022 CBC Seismic Design Parameters, Latitude: 37.42036 Longitude: -121.87298

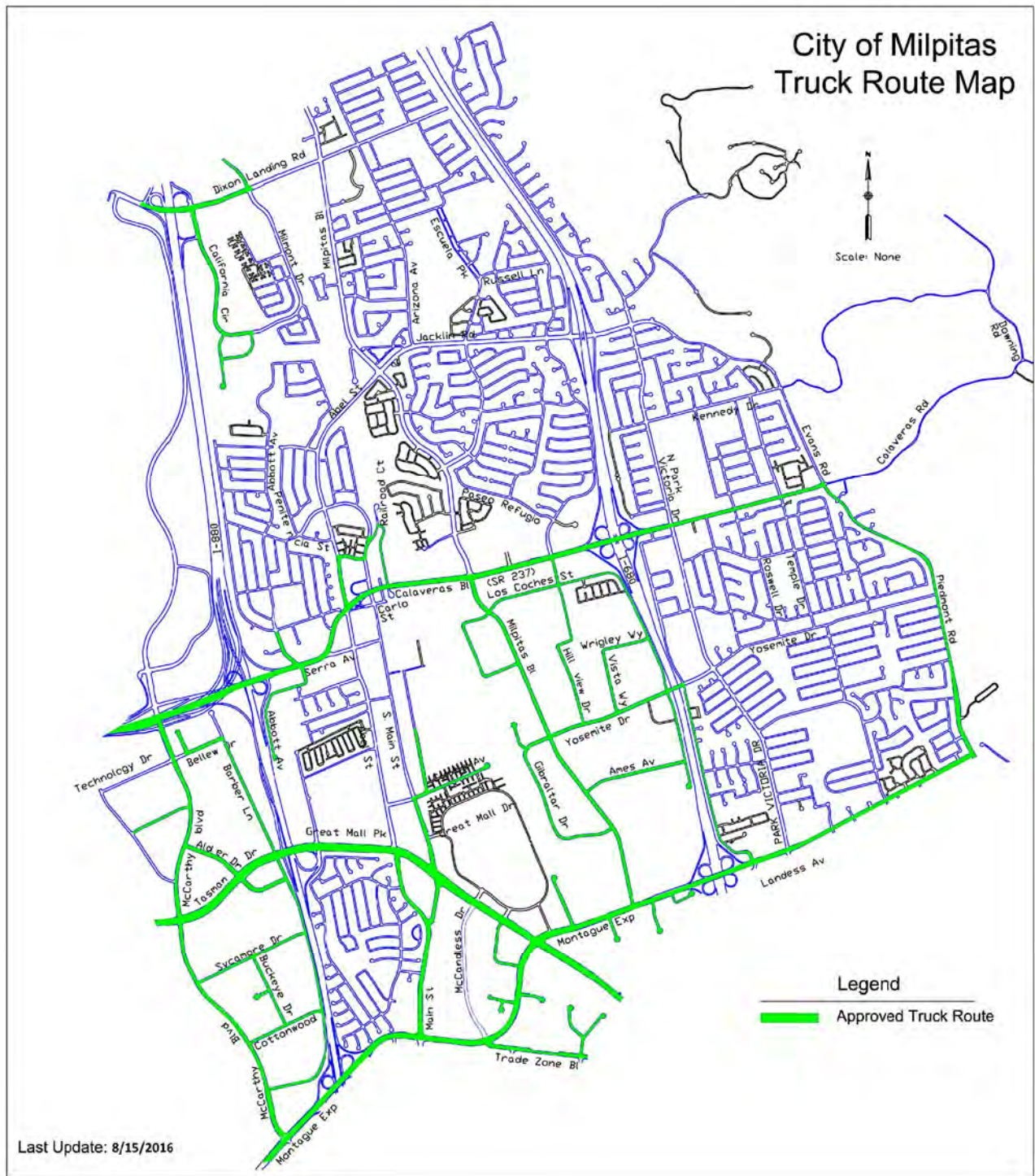
PARAMETER	VALUE
Site Class	D-Default
Mapped MCE_R Spectral Response Acceleration at Short Periods, S_S (g)	2.43
Mapped MCE_R Spectral Response Acceleration at 1-second Period, S_1 (g)	0.96
Site Coefficient, F_a	1.2
Site Coefficient, F_v	2.0*
MCE_R Spectral Response Acceleration at Short Periods, S_{MS} (g)	2.55
MCE_R Spectral Response Acceleration at 1-second Period, S_{M1} (g)	1.97*
Design Spectral Response Acceleration at Short Periods, S_{DS} (g)	1.7
Design Spectral Response Acceleration at 1-second Period, S_{D1} (g)	1.31 *
Mapped MCE Geometric Mean (MCE_G) Peak Ground Acceleration, PGA (g)	0.914
Site Coefficient, F_{PGA}	1.2
MCE_G Peak Ground Acceleration adjusted for Site Class effects, PGA_M (g)	0.87
Long period transition-period, T_L (sec)	12

*The parameters above should only be used for calculation of T_u , determination of Seismic Design Category, and, when taking the exceptions under Items 1 and 2 of ASCE 7-16 Section 11.4.8. (Supplement Number 3 <https://ascelibrary.org/doi/epdf/10.1061/9780784414248.sup3>).

APPENDIX "A"
CITY STANDARD FORMS

The contractor shall submit the required documents using the City forms shown in Appendix A

CITY OF MILPITAS TRUCK ROUTE MAP



SPECIAL EQUIPMENT PLATE

- 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*)



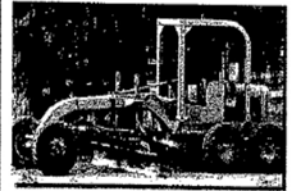
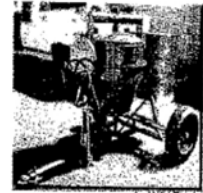
****To make a driving test appointment or speak with a technician, call 1-800-777-0133 during normal business hours***

- 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

FFVR19 (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:

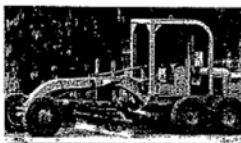
- **Required** for special construction equipment, special mobile equipment, cemetery equipment, and logging vehicles (VC §5011);
- **Required** for cotton trailers, farm trailers, water tanks, oversize feed and seed motor vehicles, automatic bale wagons, and cotton module movers (VC §36101);
- **Optional** 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

Department of Public Works



Project Name:

City Project Number:

Bid Opening Date:

NOIA Posting Date:

Project Manager:

NOIA Posting Location:

On _____, 2026, the City of Milpitas (City) held a bid opening for the upcoming _____ **Project**. The City intends to award the Project contract to the lowest responsive bidder, _____, at the _____, 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, _____, 2026. Additionally, the first chargeable day of the contract _____, 2026, 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.

_____ with the City of Milpitas will be the Construction Manager for this project. Their contact information is _____@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. _____

<u>Item Required</u>	<u>Specification</u>		<u>Check If Substitution</u>		<u>Comment / Date</u>
	<u>Section/Plan Sheet</u>	<u>Submittal Description</u>	<u>or Exception</u>		
<u>1</u>	_____	_____	☐		_____
<u>2</u>	_____	_____	☐		_____
<u>3</u>	_____	_____	☐		_____
<u>4</u>	_____	_____	☐		_____

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

**TO: CITY OF MILPITAS
ENGINEERING DIVISION
455 E. CALAVERAS BLVD.
MILPITAS, CA 95035**

Phone #: _____

ATTN.: _____

Subject: _____

INFORMATION REQUESTED:

Date Required: _____

Specification/Plan Sheet Reference: _____

I certify that this is not a frivolous Request For Information and that I have completely reviewed all project Contract Documents and to the best of my professional judgment have determined that the information requested is not obvious or found.

General Contractor Signature

DESIGN CONSULTANT RESPONSE:

Date RFI Received: _____

Response by _____

Date Answered _____

CITY RESPONSE:

Date RFI Received: _____

Response by _____

Date Answered: _____



NOTICE OF NON-COMPLIANCE

Date & Time Issued: _____

To: _____

Project: _____ Project Number: _____

In accordance with General Conditions of the Project Specifications, you are hereby notified that the following work is defective and does not comply with the requirements of the Project

Contract Documents: _____

Work found to be defective or not in compliance with the Contract Documents shall not be paid for by the City, and it shall be the Contractor's responsibility to remove and replace the defective Work at no additional cost to the City. The Contractor shall determine what corrective action is necessary to bring the Work into compliance, and shall notify the Engineer prior to starting corrective action.

City Project Manager: _____

City Inspector: _____

Notice of Non-Compliance was received by: _____ / _____ / _____



FIELD MEMORANDUM

Date: _____

Page 1 of ____

To: _____

From: _____

Project: _____

Subject: _____

Disclaimer:

All work shall be done in accordance with the Contract Documents. The written direction above provides clarification only. The Contractor acknowledges that any additional cost shall be authorized in advance in a fully executed Contract Change Order.

Signature

CC: _____

Project Punchlist

Project: _____

Contractor: _____

Punchlist Acknowledged: _____

Project Eng.: _____ Inspector: _____ Date: _____

Item	Date Item Entered	Description	Item Completed	
			Date	Initial
Part A Standing Items				
1		The contractor shall submit a full set of As-built /Record Drawings showing the work performed and pothole information. Include contractor's signature, contractor's name, state license # and phone # of general contractor name and subcontractors-paving, striping, loops on the title sheet.		
2		Submit written warranties in accordance with the Specifications: Warranty bonds from surety and contractor's letterhead for warranty per appendix sample-page 151. If not applicable check here. ☐		
3		Operation/Maintenance Manuals have been received in full numbers specified. If not applicable check here. ☐		
4		Deliverables (i.e. special tools or spare parts) have been received as specified. If not applicable check here. ☐		
5		Training has been performed as specified. If not applicable check here. ☐		
6		Verify that all Building Permits have been signed off. If not applicable check here. ☐		
7		Verify Certificate of Monumentation has been received. If not applicable check here. ☐		
8		Ordinance 238 (Landscape/Sprinkler has been completed). If not applicable check here. ☐		
9		Verify that Planning Department Conditions have been met. If not applicable check here. ☐		
10		Compliance with Special Conditions If not applicable check here. ☐		
11		Compliance with Reclaimed Water Requirements If not applicable check here. ☐		
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:

Seal:

Name of Firm

Corporate

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:

City of Milpitas

OWNER

BY: _____

SIGNED

DATED

ACKNOWLEDGEMENT OF RECEIPT:

CONTRACTOR: _____

BY: _____

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 _____

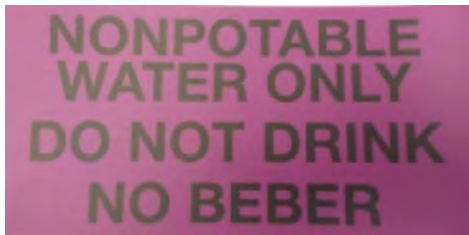
LYLE FROHMAN

SBWR SIGNATURE _____ PRINTED NAME _____ DATE _____



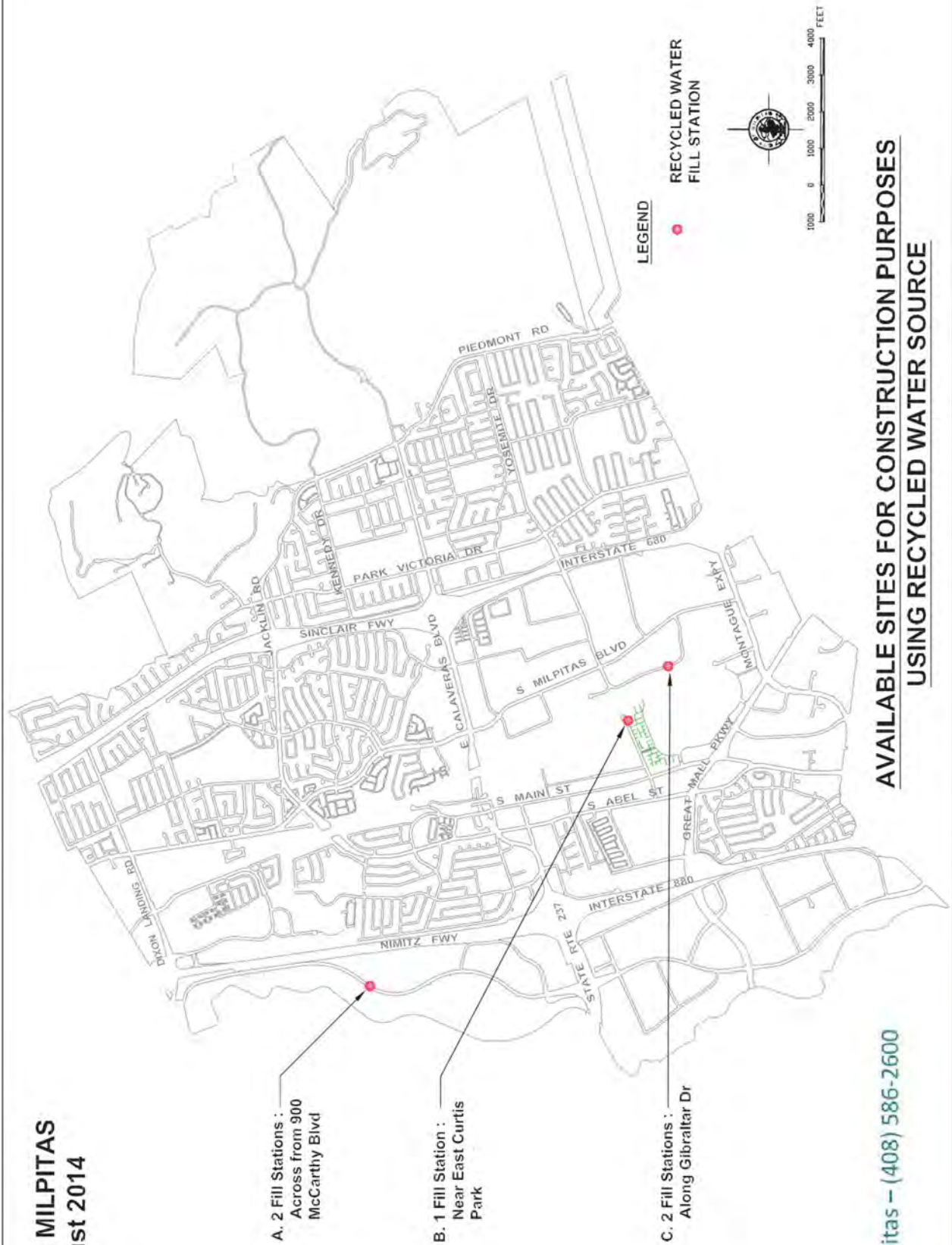
RECYCLED WATER ACCESS POINT PROGRAM

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 <u>no cross-connection</u> between recycled water and any potable water supply. Recycled water may <u>not be plumbed into potable</u> irrigation or onsite plumbing systems. Recycled water meters are prohibited from connecting to potable hydrants. <u>Match purple to purple only</u>
☐	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. <u>Cover this in your Safety meetings.</u>
☐	4. <u>Tanker trucks must maintain an air gap</u> 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 <u>water-tight connections</u> , 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	
☐	<u>Tanker Truck Sign:</u> 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.
☐	<u>Tanker Truck Inspection Decal:</u> 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.
☐	<u>Appurtenance Sign:</u> 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





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.



Project Name: SINNOTT PARK PLAYGROUND RENOVATION
Project No.: 3471
Bid Date: 03/03/2026

CITY OF MILPITAS
PUBLIC WORKS - ENGINEERING DIVISION

BID SUMMARY

PUBLIC WORKS - ENGINEERING DIVISION				Apparent Low Bidder													
				Engineer's Estimate	Star Construction, Inc	Bosco Construction Services, Inc	Western State Builders, Inc	Frontline General Engineering Construction, Inc	Raposo Engineering, Inc	R.E. Schultz Construction, Inc.	Interstate Grading & Paving, Inc	Suarez & Munoz Construction, Inc	Redwood Engineering Construction	Galeb Paving, Inc	Mark Lee & Yong Kay Inc DBA Bay Construction Co	S&H Construction, Inc	CWS Construction Group, Inc
Item	DESCRIPTION	QTY	UNIT		Item Total	Item Total	Item Total	Item Total	Item Total	Item Total	Item Total	Item Total	Item Total	Item Total	Item Total	Item Total	Item Total
1	Mobilization/Demobilization (5% max)	1	LS	\$60,931.00	\$50,000.00	\$8,824.00	\$55,000.00	\$55,312.73	\$45,000.00	\$50,000.00	\$60,000.00	\$65,000.00	\$65,000.00	\$67,279.00	\$60,000.00	\$65,000.00	\$78,700.00
2	Site Preparation - Temporary Construction Fencing, Tree Protection, and Traffic Control	1	LS	\$22,250.00	\$18,000.00	\$23,529.00	\$39,320.00	\$26,162.23	\$25,000.00	\$18,500.00	\$15,000.00	\$10,000.00	\$25,000.00	\$120,023.00	\$5,000.00	\$50,000.00	\$30,000.00
3	Storm Water Pollution Control + Erosion Control	1	LS	\$10,000.00	\$15,000.00	\$8,824.57	\$5,500.00	\$26,547.29	\$8,500.00	\$12,500.00	\$17,000.00	\$10,000.00	\$20,000.00	\$12,710.00	\$18,000.00	\$15,000.00	\$25,700.00
4	Sheeting, Shoring, and Bracing or Equivalent Method	1	LS	\$16,200.00	\$8,000.00	\$5,882.00	\$6,500.00	\$2,613.32	\$6,500.00	\$12,500.00	\$1,100.00	\$500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$25,000.00	\$15,000.00
5	Demolition	1	LS	\$89,770.00	\$90,000.00	\$76,176.00	\$65,270.00	\$64,366.08	\$73,000.00	\$80,000.00	\$100,000.00	\$115,000.00	\$80,000.00	\$95,207.00	\$85,000.00	\$100,000.00	\$199,600.00
6	Earthwork - Rough Grading, Fine Grading, Imported Soil	1	LS	\$55,170.00	\$30,000.00	\$74,557.00	\$72,400.00	\$22,582.37	\$52,000.00	\$15,000.00	\$120,000.00	\$105,000.00	\$30,000.00	\$70,004.00	\$85,000.00	\$200,000.00	\$87,000.00
7	Storm Drainage Improvements	1	LS	\$69,700.00	\$50,000.00	\$26,875.00	\$48,200.00	\$103,696.94	\$49,000.00	\$50,000.00	\$70,000.00	\$52,000.00	\$60,000.00	\$60,377.00	\$85,000.00	\$50,000.00	\$98,000.00
8	Resilient Rubber Surfacing over Class 2 Permeable Rock	1	LS	\$297,450.00	\$310,000.00	\$356,471.00	\$328,000.00	\$348,842.02	\$310,000.00	\$300,000.00	\$335,700.00	\$395,000.00	\$369,000.00	\$348,650.00	\$420,000.00	\$350,000.00	\$318,000.00
9	Concrete Improvements	1	LS	\$30,500.00	\$25,000.00	\$29,027.00	\$46,400.00	\$36,840.21	\$52,000.00	\$45,000.00	\$44,000.00	\$35,000.00	\$25,000.00	\$45,355.00	\$25,000.00	\$60,000.00	\$52,000.00
10	Play Area Fence and Gate	1	LS	\$87,100.00	\$130,000.00	\$100,000.00	\$110,110.00	\$112,445.76	\$132,000.00	\$110,000.00	\$100,000.00	\$95,000.00	\$150,000.00	\$100,468.00	\$120,000.00	\$100,000.00	\$134,000.00
11	Decomposed Granite Paving and Headerboard	1	LS	\$72,850.00	\$24,000.00	\$35,592.00	\$103,975.00	\$39,061.34	\$67,135.00	\$65,000.00	\$59,000.00	\$60,000.00	\$50,000.00	\$47,919.00	\$85,000.00	\$40,000.00	\$64,000.00
12	Playground Equipment	1	LS	\$425,000.00	\$410,000.00	\$452,940.00	\$314,159.00	\$432,403.32	\$462,000.00	\$500,000.00	\$400,000.00	\$404,000.00	\$450,000.00	\$452,543.00	\$495,000.00	\$450,000.00	\$418,000.00
13	Site Furnishings	1	LS	\$23,300.00	\$15,000.00	\$8,355.00	\$10,500.00	\$27,104.55	\$15,000.00	\$25,000.00	\$24,500.00	\$23,000.00	\$30,000.00	\$23,234.00	\$15,000.00	\$30,000.00	\$12,000.00
14	Irrigation System and Planting	1	LS	\$17,830.00	\$28,000.00	\$23,529.00	\$31,645.00	\$24,888.96	\$32,000.00	\$60,000.00	\$17,000.00	\$25,000.00	\$60,000.00	\$21,011.00	\$10,000.00	\$20,000.00	\$34,000.00
15	90-days Maintenance Period	1	LS	\$1,500.00	\$5,000.00	\$5,865.00	\$9,500.00	\$5,762.60	\$2,000.00	\$5,000.00	\$4,500.00	\$3,000.00	\$3,000.00	\$3,300.00	\$4,500.00	\$5,000.00	\$8,000.00
BASE CONTRACT WORK				\$1,279,551.00	\$1,208,000.00	\$1,236,246.00	\$1,246,479.00	\$1,328,649.72	\$1,331,135.00	\$1,348,500.00	\$1,367,800.00	\$1,397,500.00	\$1,422,000.00	\$1,470,580.00	\$1,517,500.00	\$1,560,000.00	\$1,574,000.00

List of Sub-Contractors													
Description	Star Construction, Inc	Bosco Construction Services, Inc	Western State Builders, Inc	Frontline General Engineering Construction, Inc	Raposo Engineering, Inc	R.E. Schultz Construction, Inc.	Interstate Grading & Paving, Inc	Suarez & Munoz Construction, Inc	Redwood Engineering Construction	Galeb Paving, Inc	Mark Lee & Yong Kay Inc DBA Bay Construction Co	S&H Construction, Inc	CWS Construction Group, Inc
Play Equipment Installation	Creative Builders						Gametime (equipment only)	Creative Builders	G & G Builders	G & G Builders	Creative Builders	Playground Unlimited	Creative Builders
Rubber Protective Surfacing / PIP/ Install Safety Surfacing	Playground Unlimited	Robertson Recreational Surfaces	GT Impax	MRC Recreation (FLEX Ground)	Playground Unlimited		Playground Unlimited (rubber + install equipment)	Playground Unlimited	Playground Unlimited	FLEX Ground	Robertson Recreational Surfaces	Playground Unlimited	Gametime
SWPP	Freeman Environmental Company												
Fence & Gates	All Commercial Fence		AAA Fence Company, Inc	AAA Fence Company, Inc	Security Contractor Services	AAA Fence Company, Inc	All Commercial Fence	AAA Fence Company, Inc	AAA Fence Company, Inc	All Commercial Fence	All Commercial Fence	AAA Fence Company, Inc	All Commercial Fence
Landscape		Tree to Green Landscape			Frank and Grossman Landscape Contractors, Inc.		Los Loza, Inc			Los Loza, Inc			Los Loza, Inc
Land Surveying/Staking		Epic Land Surveying		Tree to Green Landscape	Epic Land Surveying		Mike O'Dell Surveys	Construction Survey, Inc			Epic Land Surveying		
Trucking					USA Trucking, Inc						A1 trucking Services, Inc		
Concrete / Demo Earthwork							Ramcon Corporation				Belmonte's Conrete Services, Inc		Ramcon Corporation

NOTICE OF INTENT TO AWARD CONTRACT

Department of Public Works



Project Name: Sinnott Park Playground Renovation
City Project Number: 3471
Bid Opening Date: March 3, 2026 (2:00 PM)
NOIA Posting Date: March 5, 2026
Project Manager: Andy Wong, P.E.
NOIA Posting Location: [Addenda & Official Notices](#)

On March 3, 2026, the City of Milpitas (City) held a bid opening for the upcoming **Sinnott Park Playground Renovation Project**. The City intends to award the Project contract to the lowest responsive bidder, **Star Construction, Inc.**, at the **April 7, 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

Attachment E

Construction Change Order Policy for the Sinnott Park Playground Renovation, CIP No. 3471

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

Sinnott Park Playground Renovation, CIP No. 3471 Change Order Policy

Construction Award Award Amount	Individual Administrative Change Order Authority	Cumulative Change Order Authority
\$1,208,000	N/A	\$182,000



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize the City Manager, or Designee, to Negotiate and Execute an Agreement with Environmental Innovations, Inc. for Stormwater Inspection Services (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:	4/7/2026
Recommendation:	Authorize the City Manager, or designee, to negotiate and execute a Professional Services Agreement with Environmental Innovations, Inc., for Stormwater Inspection Services for a five-year term and a total amount not-to-exceed of \$376,180, subject to the appropriation of funds.

BACKGROUND:

The City is required to conduct stormwater inspections at commercial and industrial facilities as part of the Industrial and Commercial Site Controls Program as outlined in provision C.4. of the [Municipal Regional Stormwater Permit \(MRP\), Order No. R2-2022-0018 NPDES, Permit No. CAS612008](#) issued by the San Francisco Bay Regional Water Quality Control Board on May 11, 2022. The Permit governs stormwater discharges from 76 municipal jurisdictions and focuses on trash reduction, green infrastructure, and controlling pollutants from entering local waterways and the San Francisco Bay. Provision C.4. of the Permit mandates rigorous industrial and commercial site controls to minimize and prevent stormwater pollutants, including inspections at high-priority sites such as industrial and commercial facilities, to verify compliance with stormwater pollution prevention requirements. To comply with the Order, the City conducts over 300 inspections per fiscal year.

ANALYSIS:

On December 19, 2025, the City released a Request for Proposal (RFP 25-1182) for Stormwater Inspection Services at Commercial and Industrial Facilities.

The RFP was publicly noticed on [City's website](#) and [OpenGov](#), the City's e-procurement website, in accordance with City Municipal Code. Upon release, 6,956 companies were notified of the RFP, and 63 companies downloaded the RFP documents. Two vendors submitted a bid response by the published closing date of January 28, 2026.

The RFP was evaluated and scored according to the criteria specified in the solicitation. Final evaluation scores for the two proposers were as follows:

Evaluation Criteria	Evaluation Criteria Weight (%)	Environmental Innovations, Inc.	Aurora Environmental Services, Inc.
Cover Letter and RFP Requirements	5%	5	5
Company Profile	10%	10	9
Execution Plan	25%	24	23
Personnel Assigned	15%	12	14
Technical Proposal	20%	20	19
Proposed Compensation	20%	20	14
References	5%	5	4
Total	100.00%	96	88

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve and award the agreement to Environmental Innovations, Inc.

Pros: The City would not incur these expenses.

Cons: Not awarding the contract would result in increased administrative burden associated with re-issuing the solicitation, extended timeline for contractor selection, and delays in ensuring compliance.

Reason for Not Recommending: Annual stormwater inspections of commercial and industrial facilities are required under the Municipal Regional Stormwater Permit (MRP) as outlined in Provision C.4. Not awarding the contract will result in noncompliance with these mandated inspection requirements as inspections will not be completed by the inspection deadline. Conducting these inspections exceeds existing staff capacity and creates a resource gap due to in-house personnel current workload constraints. These contracted services are required to ensure the City meets its compliance requirements for provision C.4. of the MRP.

FISCAL IMPACT:

Funding for the annual C.4. Stormwater Inspection Services is part of the base Public Works Operating Budget in the Department of Public Works. As such, there is no fiscal impact associated with this proposal.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The project is an action taken by the City to enforce permits for use issued, adopted, or prescribed by the City or enforcement of a law, general rule, standard, or objective, administered, or adopted by the City and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15321. 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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager, or Designee, to Execute Agreements with Quality Assurance Engineering, Inc. and Achievement Engineering Corp., for On-Call Inspection Services (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)
Category:	Consent Calendar-Community Development
Meeting Date:	4/7/2026
Recommendation:	Approve and authorize the City Manager, or designee, to execute Professional Service Agreements with Quality Assurance Engineering, Inc., in an amount not to exceed \$700,000 and Achievement Engineering Corp. in an amount not to exceed \$300,000 for on-call inspection services for a five-year term.

BACKGROUND:

The inspection division of the Public Works Department manages the inspection of public improvements within the City right-of-way for private development and encroachment permits, and capital improvement projects. Inspectors' primary focus is to ensure the construction of new public improvements are in accordance with approved plans and specifications, permit requirements, and City guidelines and standards. Special inspections and material testing (Services) are generally required to ensure that construction materials and workmanship complies with project requirements thereby protecting the City and public from deficient material and workmanship, ensuring structural integrity, and providing independent quality assurance for critical activities of construction such as, but not limited to, asphalt pavement placement, building/structure related construction, concrete forming and placement, compaction of soil and material of utility trenches, utility installation, welding, etc. Since these Services require specialized equipment and certificated laboratories and technicians for testing, the City is not equipped to perform these functions and must retain qualified firm(s).

As part of the On-Call Inspection Services Professional Service Agreement (Agreement), the qualified firm will also provide staff augmentation to meet the fluctuating inspection demands associated with both private development and capital improvement projects which typically vary throughout the year and intensify during peak construction period from March to October. Staff augmentation is typically required for, but not limited to, the City's annual street resurfacing project that requires extended inspection support, night and weekend work for PG&E and water main shutdowns, and cover for anticipated and unanticipated leave by staff during any given time.

This type of Agreement has been in place in the City since 2000 and has proven to be very effective in supporting the workload of the Inspection Division of the Public Works Department to ensure new infrastructure is constructed according to approved plans and specifications and City guidelines and standards. The current five-year Agreement, which will expire this year, was budgeted at \$1 million, of which approximately \$600,000 has been expended, for an average of approximately \$120,000 per year.

On August 12, 2025, staff held a Meet and Confer meeting with the LiUNA representative and ProTech union to discuss the solicitation. On August 20, 2025, LiUNA representative confirmed the ProTech union did not object to the Department's request to obtain a qualified firm(s) to provide services for special inspection, material testing, and staff augmentation.

ANALYSIS:

In accordance with City Municipal Code Section [I-2-3.10 - Request for Qualification \(RFQa\) Procedure](#), an RFQa was posted on the City's eProcurement system, OpenGov Procurement on September 8, 2025, to seek a qualified firm with expertise in providing special inspection, material testing, and staff augmentation to support the Inspection Division of the Public Works Department. The scope of work is more detailed in Exhibit A of the Agreement (Attachments A & B).

Upon release, seventy-six (76) firms downloaded the RFQa document, and thirteen (13) firms submitted proposals by the published closing date of October 10, 2025. Each proposal was evaluated and scored according to the criteria outlined in the solicitation. The following table summarizes the rating of each proposer.

Vendor	Cover Letter 5%	Company Profile 30%	Execution Plan 30%	Personnel Assigned 20%	References 5%	Fee Schedule 10%	Total Score Weighted Average	
Quality Assurance Engineering (dba Consolidated Engineering Laboratories)	9.33	9	8.67	9	8.67	9.33	89.33	Qualified
Achievement Engineering Corp	9.33	8.33	8	8	8.33	8.67	82.5	Qualified
Signet Testing Laboratories	9	8	7.33	7.67	8.67	8.33	78.5	Qualified
Ninyo & Moore	8.33	7.67	7.67	7.67	8	7.33	76.83	Qualified
BSK Associates	9	7.67	7.67	7.33	7.67	7.67	76.67	Qualified
Twining	8.67	7.67	7.33	7	8	8.33	75.67	Qualified
Smith-Emery Laboratories	8	7	7.67	7.33	7.67	8	74.5	Qualified
CSG Consultants,	9.33	7.33	7.33	6.67	7.67	8	73.83	Qualified
Zoon Engineering	8.33	6.67	7.33	6.67	8	6.67	70.17	Qualified
ISI Inspection Services	9	7	6.33	6.33	7.33	8.33	69.17	Qualified
Pavement Engineering	8	7	6	6.33	7.33	8	67.33	Qualified
Aftershock Geotechnical	6	4.33	4.67	5.67	6.33	6	50.5	Not Qualified
Coil Digital Consulting	4.33	3.33	2.67	3	3	3	30.67	Not Qualified

In accordance with City Municipal Code Section [I-2-3.13 – Contracting for Consultants](#), staff recommends that the City Council authorize the City Manager, or designee, to execute a Professional Service Agreement with Quality Assurance Engineering, Inc., (dba Consolidated Engineering Laboratories [CEL]) in the amount not-to-exceed of \$700,000 and Achievement Engineering Corp. (AEC) in the amount not-to-exceed \$300,000 for a five-year term to provide special inspection, material testing, and staff augmentation services.

The selected firms will be utilized on an as-needed basis and staff will provide a work order based on the scope of work and their availability. Award of these Agreements does not guarantee work, but the selected firm will remain available to perform services upon request for an authorized amount during the term of the Agreement. Having multiple Agreements in place will provide staff the flexibility in selecting a firm for a specific project or work order.

POLICY ALTERNATIVE(S):

Alternative 1: Not approving the Agreements with CEL and AEC.

Pros: None

Cons: Special inspections and materials testing services are required to ensure City infrastructure is constructed in compliance with approved plans and specifications, permit requirements, and City guidelines and standards. Since these Services cannot be performed in-house, the City will not be able to obtain the necessary special inspections and testing services to support construction quality assurance, regulatory compliance, and public safety. In addition, not having the service for staff augmentation (should it be required) could delay project schedules, increase risks of construction deficiencies, and lead to potential costly remediation work.

Reason for Not Recommending: The City would be unable to secure special inspections and material testing services and appropriate staffing for ongoing and upcoming critical capital projects, including the Calaveras Blvd. Median Beautification, McCandless Well, McCandless Pedestrian Bridge, Metro Tango Park, MSC Bleacher Replacement Project, Sinnott Park Playground Renovation, South Milpitas Boulevard Extension, Street Resurfacing project for Dempsey Road, Great Mall Parkway and Yellowstone Ave. and Technology Drive road improvements which could negatively impact construction progress and delivery timelines.

FISCAL IMPACT:

The Services will be performed on a work order basis and funded by either individual Capital Improvement Program (CIP) projects or reimbursed by developers of private development projects. The service is budgeted for each CIP project. Approval of these Agreements does not require any additional budget appropriation and will have no effect on the General Fund.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The project is an action taken by the City to enforce permits for use issued, adopted, or prescribed by the City or enforcement of a law, general rule, standard, or objective, administered, or adopted by the City and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15321. 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:

- (a) Professional Service Agreement with Quality Assurance Engineering (dba Consolidated Engineering Laboratories)
- (b) Professional Service Agreement with Achievement Engineering Corp

**CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of _____, (“Effective Date”) by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”), and **Quality Assurance Engineering, Inc., a California Corporation DBA “Consolidated Engineering Laboratories”** with its principal place of business at 2001 Crow Canyon Road, Suite 100 San Ramon, CA 94583 (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

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

Materials Testing and Inspection Services for the Department of Public Works (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00). This amount is to cover all travel time, mileage, meals, and related costs, and the City will not pay any additional fees for these expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

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

4. Maintenance of Records.

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

5. Term

The term of this Agreement shall be from **May 1, 2026 to April 30, 2031**, unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to

so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

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

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

12. Indemnification.

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

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code

Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

14. Verification of Employment Eligibility.

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

15. Laws and Venue.

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

16. Termination or Abandonment

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

to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

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

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

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

18. Organization

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

19. Limitation of Agreement.

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

20. Notice

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

CITY:

City of Milpitas

455 E. Calaveras Boulevard

Milpitas, California 95035

Attn: Michael Silveira, City Engineer

CONSULTANT:

Consolidated Engineering Laboratories

2001 Crow Canyon Road, Suite 100

San Ramon, CA 94583

Attn: Martin Meier, Senior Project Manager

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Wage Theft Prevention

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

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

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

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

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

f. Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other

notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND QUALITY ASSURANCE ENGINEERING, INC. DBA "CONSOLIDATED ENGINEERING
LABORATORIES"**

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

CITY OF MILPITAS

Approved By:

Matt Cano
Acting City Manager

Date

Approved As To Form:

Christopher Creech
Assistant City Attorney

Approved:

Luz Cofresí-Howe
Finance Director/Risk Manager

Approved As To Content:

Christian Di Renzo
Public Works Director

**CONSOLIDATED ENGINEERING
LABORATORIES, INC.**

Signature

Rob Morse
Name

President
Title

Date

EXHIBIT A
Scope of Services

Consultant shall provide on-call construction inspection, material testing, and staff augmentation services for various projects, including Capital Improvement Projects (CIP) and private development projects within the City. Consultants' services shall be provided as requested by the City on an as needed basis.

1. GENERAL PROVISIONS

- A. Consultant shall perform all services to the satisfaction of the City.
- B. All the services furnished by the Consultant under this Scope of Work shall be in accordance with the professional standards and quality which prevail among inspection and materials testing professionals, of similar knowledge and skill engaged in related work throughout California, under the same or similar circumstances. All documentation prepared by Consultant shall provide for a completed project that confirms to all applicable codes, rules, regulations and guidelines which are in effect at the time such a documentation is prepared.
- C. All work performed shall be authorized by a project specific Service Order. Each Service Order given by City shall detail the nature of the specific services to be performed by the Consultant, the time limit within which such services must be completed and the compensation for such services. Such details shall include a description of the project for which Consultant shall perform the services, the location of the project, the type and scope of services to be performed, the format and schedule for deliverables, the schedule of performance, and the schedule of compensation. Consultant shall not perform any services unless authorized by a fully executed Service Order. Any unauthorized services performed by Consultant shall be at no cost to the City.
- D. Consultant shall begin work under the service order only after receipt of a fully executed Service Order. Each authorized Service Order issued under this agreement shall be incorporated into the terms and conditions of this agreement.
- E. City will assign a Project Manager to facilitate each Service Order authorized. Consultant shall coordinate with the designated Project Manager and/or the Senior Public Works Inspector on the performance of each Service Order.
- F. In collaboration with the City Project Manager, consultant shall be responsible for coordinating with all City, Federal, State and local agencies to ensure that all necessary steps are followed to complete the required testing and inspections.
- F. Assignment of Personnel. Consultant shall assign only competent personnel to perform services for the City. The Service Order may name any specific personnel who shall be performing services. In the event that City, in its sole discretion, desires the reassignment of any such persons, Consultant shall immediately, upon receiving notice from the City, reassign such person or persons.

2. BASIC SERVICES

- A. Consultant shall provide construction inspection and materials testing, and staff augmentation services for various City Capital Improvement Projects and private development projects, as more particularly described in the authorized Project Service Order. The authorized Service Order may include any of the specific construction inspection and materials testing tasks set forth below in Section 3. The authorized Service Order may also include any other related inspection and testing services described and agreed to be performed by the Consultant.

B. Service Initiation

Prepare Service Order – The Consultant shall familiarize themselves with the Project, its scope, and its goals, and, in collaboration with the City’s Project Manager, discuss and develop a proposed scope of services.

The scope of work for Project services shall be consistent with City’s standard form of Service Order. The proposed scope of services shall, at a minimum, include the following: Project Description, Scope of Services including deliverables, and project schedule, and estimated compensation. Consultant shall submit the proposed scope of services to the Project Manager in electronic format.

The City’s Project Manager will review and comment on proposed scope of work, and the parties shall agree on the terms of the final Service Order. Consultant shall not be compensated for work performed in preparing a draft scope of services for a Service Order.

C. Service Implementation

Upon receipt of an authorized Service Order, Consultant shall begin Project services described in the Service Order. For each Project, in addition to the specified services, products and deliverables detailed in the Service Order, Consultant shall perform the following tasks as required:

- **Project Kick-off Meeting:** Prior to the beginning substantive work on a project, Consultant and City shall discuss procedures and notifications for any necessary meeting and communications with City staff; collect available data from the City and establish additional data needs and availability; confirm the format for all project products and deliverables; and address any preliminary project concerns.
- **Project Coordination Meetings:** Consultant shall attend project coordination meeting as required, to perform authorized services and as required by Project Manager.
- **Project Schedule:** Consultant shall prepare and submit a detailed schedule of performance consistent with the schedule contained in the Service Order to the City Project Manager for review and approval. Consultant shall confirm or update

the schedule monthly at a minimum. Any changes to the schedule shall only be permitted with the written approval of City's Project Manager.

- Project Progress Report: Consultant shall submit a monthly report to the Project Manager detailing progress on the Project services.
- Project Record: Consultant shall develop and maintain a detailed record of the chronology of the project tasks and milestones completed that are decisive, conclusive or relevant to the outcome of the Project. Consultant shall submit a copy of the Project Record to the Project Manager prior to final payment for services performed on the Project. The Record shall be submitted in electronic format.
- Project Documents: Aside from deliverables specified in the Service Order, and before the conclusion of the Project and final payment for services performed on the Project, Consultant shall submit to the Project Manager a copy of all project documents that are decisive, conclusive or relevant to the outcome of the Project. Such documents may include, without limitation, topographical surveys and mapping, utility mapping, site inventories, base plans, reports and studies, permit applications and permits, environmental documentation, record of meetings, and communication documents. Documents shall be submitted in both paper and electronic format, as available.

3. SPECIFIC CONSTRUCTION INSPECTION & MATERIAL TESTING SERVICES

- A. In addition to any other inspection and testing services contained in the authorized Service Order, the Service Order may incorporate any of the services set forth below in this Section 3 by simply identifying the particular Task, in which case the Task is considered to have been incorporated into the authorized Service Order and Consultant shall perform the Task as set forth herein.
- B. Tasks: Listed below are the Tasks which may be included in the Service Order depending on the scope of the project.
- Task 1: Review the project scope.
 - Task 2: Visit the project site, as necessary.
 - Task 3: Determine the type of inspection/testing/evaluation needed, as discussed with City staff. Prepare a work plan.
 - Task 4: Perform inspection, sampling and testing. Services shall be performed within 24 hours of notice by the City of required.
 - Task 5a: Fill Material Testing

Consultant shall perform these soils compaction tests identified in the Contract Documents, or, if no such tests are identified, those tests needed to determine whether the soil is compacted in conformance with the Standards and Requirements contained in the Contract Documents, such as ASTM D1557 or D2922 and D3017-78 and California Test 216 and 231.

Within one working day of completing each compaction test, Consultant shall provide the City with a written notice describing the test performed and the result of the test, and indicating whether or not compliance with the Standards and Requirements contained in the Contract Documents was achieved. If compliance was not achieved, the written notice should include what corrective action is needed to obtain compliance.

If corrective action is needed, the Consultant shall re-perform the compaction test within one working day of being notified by the City or Project contractor that the necessary corrective action was completed. Within one working day of completing a re-test, Consultant shall provide the City with written notices consistent with the requirements of above.

- Task 5b: Asphalt Testing

Consultant shall perform those asphalt compaction tests identified in the Contract Documents, or, if no such tests are identified, those tests needed to determine whether the asphalt is compacted in conformance with the Standards and Requirements as required in the Contract Documents such as, California Test 375 and 304. In addition, Consultant shall provide full time inspection of asphalt placement, as required, to ensure asphalt is placed in accordance with Caltrans Section 39.

Within one working day of completing each compaction test, Consultant shall provide the City with a written notice describing the test performed and the results of the test and indicating whether compliance with the Standards and Requirements contained in the Contract Documents was achieved. If compliance was not achieved, the written notice should include what corrective action is needed to obtain compliance.

If corrective action is needed, the Consultant shall re-perform the compaction test within one working day of being notified by the City of Project contractor that the necessary corrective action was completed. Within one working day of completing a re-test, Consultant shall provide the City with written notices consistent with the requirements of above.

- Task 5c: Structural Steel and Metals Testing and Inspections

Consultant shall inspect and certify the welding operations at the Project construction site and at the metal fabrication shop as needed to meet the Standards and Requirements contained in the Contract Documents. These services include verifying that the welder certifications, material preparation, welding procedures, structural steel mill certificates and material identifications comply with the Standards and Requirements contained in the Contract Documents. They also include Consultant testing welds in accordance with ASTM standards and pre the Standards and Requirements contained in the Contract Documents. In addition, Consultant shall provide full-time inspection for all structural welds as provided for in the Standards and Requirements contained in the Contract Documents as requiring full-time inspection.

Consultant shall perform special inspection and certification of, but not limited to, welding of bolts, embeds and reinforcing steel, structural steel, anchor / expansion bolts, post-tensioning tendon, steel studs, reinforcing steel stands and rebar, mechanical connectors (splices), and high strength bolting.

- Task 5d: Structural Concrete Testing and Inspection

Consultant shall perform those structural concrete tests and inspections identified in the Contract Documents, or, if no such tests and inspections are identified, those tests and inspections needed to determine if the concrete conforms to the Standards and Requirements contained in the Contract Documents such as ACI 318 and CBC Section 1903 and 1905, and ASTM C31 and C143.

Within one working day of completing each inspection and/or test, Consultant shall provide the City with a written notice describing the inspection and/or test performed and the results, and indicating whether or not compliance with the Standards and Requirements contained in the Contract Documents was achieved. If compliance was not achieved, the written notice must state what corrective action is needed to obtain compliance. If corrective action is needed, the Consultant shall re-perform the inspection and/or test within one working day of being notified by the City or Project contractor.

- Task 6: Prepare a report of the inspection and/or testing results and conclusions/recommendations. Upon receipt of the analytical results, Consultant shall prepare a summary letter comparing the analytical data to the governing allowable limits. The Summary Report will include copies of the laboratory reports and a sample location map. The Summary Report will provide conclusions and recommendations. Summary report shall be provided to City staff within in one week of receipt of the analytical results.
- Task 7: Assist City in obtaining approvals and/or permits from County, State, and

Federal agencies as required.

4. SPECIFIC INSPECTION STAFF AUGMENTATION SERVICES

Upon request, Consultant shall provide experienced and professional construction inspectors to assist the City's Public Works Department with inspections. These inspectors would be assigned a variety of construction projects to oversee including City Capital Improvement, Land Development (private), and encroachment permit work. Construction work could include streets, sidewalks, curbs/gutters, streetlights, traffic signals, landscape & irrigation, water, sewer, storm and recycled water. The assigned inspectors would assist the Design & Construction Section and report to the City's Senior Construction Inspector and the Public Works Division Manager – Engineering.

The augmentation inspection staff should have the following experience and abilities:

Duties may include, but are not limited to:

- Sample construction materials for examination & analysis by laboratories.
- Perform routine field tests and inspections including but not limited to density testing of soils, aggregates and asphalt, concrete, and reinforcing steel.
- Observe work during construction and upon completion.
- Review quantities of materials and work performed; review and perform necessary reports for progress payments.
- Indicate location of various appurtenances found during construction on plans.
- Prepare daily construction inspection reports, and activity records as required.
- Coordinate Contractor requested design alterations between City staff.
- Review construction plans, specifications, and shop drawings for projects assigned.
- Attend pre-construction meetings.
- Ensure work performed by contractors and materials onsite are in compliance with the approved plans, specifications, codes and ordinances.
- Check lines, grade, size, elevation and location of structures for conformance with specifications and regulations.

Inspection experience should include two or more years in the following:

- Knowledge of the materials used in the construction of water, sewer and storm systems, roadways, sidewalks, gutters, and other public works infrastructure.
- Experience in the construction of water, sewer and storm systems, roadways, sidewalks, gutters and other public works infrastructure.
- Ability to read and interpret plans, specifications, shop drawings and generate "As-built" documents.

EXHIBIT B

Schedule of Charges/Payments

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

6. Proposed Compensation

CITY OF MILPITAS FEE SCHEDULE
ON-CALL MATERIALS TESTING AND INSPECTION SERVICES

Effective January 1, 2026 through December 31, 2031

ENGINEERING SERVICES	UNIT RATE	UNIT
Principal/Principal Engineer	\$195.00	hour
Geotechnical Engineer	\$195.00	hour
Senior Engineer	\$190.00	hour
Project Engineer/Geologist	\$175.00	hour
Staff Engineer	\$160.00	hour
Assistant Engineer	\$140.00	hour
Field Supervisor	\$130.00	hour
INSPECTION SERVICES	UNIT RATE	UNIT
ICC/AWS Inspector with NDT Equipment	\$119.00	hour
ICC/AWS Inspector (Visual Only)	\$114.00	hour
ICC Certified Inspector	\$109.00	hour
Proofload Testing/Anchor Installation Inspector	\$109.00	hour
Mechanical Inspector	\$135.00	hour
Electrical Inspector	\$250.00	hour
Plumbing Inspector	\$135.00	hour
OSHPD IFC Premier Certified Firestop Inspector	\$125.00	hour
General Construction Inspector	\$125.00	hour
Waterproofing Technician	\$125.00	hour
Soils Inspector with Nuclear Gauge (Portal-to-Portal Charges Apply)	\$114.00	hour
SPECIALIZED SERVICES	UNIT RATE	UNIT
Pachometer	\$115.00	hour
In-Place Brick Shear Tests (Masonry) - Two-Person Crew (4-hour minimum)	\$235.00	hour
Ground Penetrating Radar (GPR)		
- One Man Crew	\$260.00	hour
- Two Man Crew	\$375.00	hour
Floor Flatness Testing:		
- Surveying/Inspection	\$210.00	hour
Phased Array Technician	\$165.00	hour
Profileograph Technician	\$175.00	hour
Profileograph Equipment	Quotation on Request	
CORING SERVICES	UNIT RATE	UNIT
Coring Machine Operator	\$235.00	hour
Helper (add per hour)	\$100.00	hour
Diamond Drill Bit Charges, per inch to 5"	\$10.00	inch
Diamond Drill Bit Charges, per inch 6" and over	Quotation on Request	
CONCRETE	UNIT RATE*	UNIT
Concrete Mix Design Review	\$325.00	each
Trial Batches, Prepared in Laboratory C192	\$1,500.00	each

Length Change of Concrete (Shrinkage), set of 3, ASTM C157, CT 530	\$475.00	each
Compression, 6X12 Cylinders, ASTM C 39, CT 521	\$50.00	each
Compression 4x8 Cylinders ASTM C 39	\$39.00	each
Compression, Core (including end preparation), ASTM C 42	\$105.00	each
Compression, 3X6 Cylinders Lightweight Insulating Concrete, ASTM C 495	\$65.00	each
Grout Compression, 2X2 Cubes, each age, ASTM C 109	\$75.00	each
Epoxy Grout 2x2 Cube Compression ASTM C 579	\$75.00	each
Cylinders, Stored 60 days (hold cylinders)	\$40.00	each
Splitting Tensile Strength, 6X12 Cylinders, ASTM C 496	\$125.00	each
Unit Weight of Concrete Cylinders, ASTM C 567	\$105.00	each
Unit Weight of Lightweight Insulating Concrete, ASTM C 495	\$105.00	each
Compression Test of Lightweight Insulating Concrete, ASTM C 495	\$65.00	each
Flexural Strength of Concrete, ASTM C 78	\$295.00	each
Shotcrete Pre-Production Panel Evaluation, Up to 12" Thick	\$1,800.00	each
Shotcrete Pre-Production Panel Evaluation, 12" to 24" Thick	\$2,400.00	each
Shotcrete Panel Core Compression Test, ASTM C 42	\$105.00	each
Chloride Ion Content, AASHTO T260	\$160.00	each

SOIL MECHANICS	UNIT RATE*	UNIT
Moisture/Density Curve		
Standard Proctor ASTM D 698	\$345.00	each
Modified Proctor ASTM D 1557	\$345.00	each
Checkpoint (ASTM or Caltrans)	\$250.00	each
California Impact, CT 216	\$250.00	each
Rock Correction for Oversize Material, ASTM D4718/CT216	\$125.00	each
Sieve Analysis		
Bulk Sample Gradation, ASTM C 136/C117/CT202	\$195.00	each
Material Finer than #200 Sieve, ASTM C 117	\$125.00	each
Soil Mechanics		
"R" Value, ASTM D 2844/CT 301	\$395.00	each
Sand Equivalent, ASTM D 2419/CT 217	\$125.00	each
Liquid Limit, Plastic Limit, & P.I. Atterberg Limits ASTM D4318	\$275.00	each
California Bearing Ratio, 1 pt. (ASTM D1883)	\$275.00	each
California Bearing Ratio, 3 pt. (ASTM D1883)	\$755.00	each
California Bearing Ratio, 3 pt. (ASTM D1883) w/ 96 hour soak	\$860.00	each
Moisture-Density Sample Tubes ASTM D2937	\$75.00	each

EXHIBIT C
Service Order Form Template

SERVICE ORDER

CONSULTANT MASTER AGREEMENT

This Service Order is made and entered into by and between the CITY OF MILPITAS, a municipal corporation of the State of California and _____. CITY and CONSULTANT have entered into a Master Service Agreement dated _____ which authorizes the proposed services and compensation as outlined below.

SERVICE ORDER

Service Order No: _____ Date: _____

Service Order estimated Compensation: \$ _____

CONSULTANT Firm Name: _____

Address: _____

Contact: _____

Phone/Email: _____

PROJECT DESCRIPTION

Project Name & Number: _____

Brief Description of Services: _____

Exhibit A: *Include Full Scope of Services, Schedule of Performance and Compensation as required*

APPROVALS

CONSULTANT: _____ Date: _____

City Project Manager: _____ Date: _____

Appropriation Certification: I hereby certify that an unexpended appropriation is available in the above fund for the above contract as estimated, and that funds are available as of this date of signature.

PW Division Manager - Engineering Signature: _____

Date: _____

CC: Sr. Public Works Inspector

EXHIBIT D

INSURANCE REQUIREMENTS

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's or Consultant's Pollution Legal Liability:

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

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

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

____ Bid Bond
____ Performance Bond
____ Payment Bond

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

Other Insurance Provisions:

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

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

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

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

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

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

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

X Waiver of Subrogation:

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

Completed Operations

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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

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

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

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

Acceptability of Insurers:

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

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

Subcontractors:

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

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

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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

**CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of _____, (“Effective Date”) by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”), and **Achievement Engineering Corp., a California Corporation** with its principal place of business at 1145 S. Third Street, San Jose CA 95112 (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

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

Materials Testing and Inspection Services for the Department of Public Works (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of three hundred thousand dollars and zero cents (\$300,000.00). This amount is to cover all travel time, mileage, meals, and related costs, and the City will not pay any additional fees for these expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Term

The term of this Agreement shall be from **May 1, 2026 to April 30, 2031**, unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

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

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

12. Indemnification.

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

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

13. California Labor Code Requirements.

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

records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

14. Verification of Employment Eligibility.

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

15. Laws and Venue.

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

16. Termination or Abandonment

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

to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

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

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

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

18. Organization

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

19. Limitation of Agreement.

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

20. Notice

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

CITY:

City of Milpitas

455 E. Calaveras Boulevard

Milpitas, California 95035

Attn: Michael Silveira, City Engineer

CONSULTANT:

Achievement Engineering Corp.

1145 S. Third Street

San Jose, CA 95112

Attn: Josh Fournier, Senior Project Manager

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Wage Theft Prevention

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

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

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

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

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

f. Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other

notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND ACHIEVEMENT ENGINEERING CORP.**

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

CITY OF MILPITAS

Approved By:

Matt Cano
Acting City Manager

Date

Approved As To Form:

Christopher Creech
Assistant City Attorney

Approved:

Luz Cofresí-Howe
Finance Director/Risk Manager

Approved As To Content:

Christian Di Renzo
Public Works Director

ACHIEVEMENT ENGINEERING CORP.

Signature

Arash Firouzjaei
Name

President
Title

Date

EXHIBIT A
Scope of Services

Consultant shall provide on-call construction inspection, material testing, and staff augmentation services for various projects, including Capital Improvement Projects (CIP) and private development projects within the City. Consultants' services shall be provided as requested by the City on an as needed basis.

1. GENERAL PROVISIONS

- A. Consultant shall perform all services to the satisfaction of the City.
- B. All the services furnished by the Consultant under this Scope of Work shall be in accordance with the professional standards and quality which prevail among inspection and materials testing professionals, of similar knowledge and skill engaged in related work throughout California, under the same or similar circumstances. All documentation prepared by Consultant shall provide for a completed project that confirms to all applicable codes, rules, regulations and guidelines which are in effect at the time such a documentation is prepared.
- C. All work performed shall be authorized by a project specific Service Order. Each Service Order given by City shall detail the nature of the specific services to be performed by the Consultant, the time limit within which such services must be completed and the compensation for such services. Such details shall include a description of the project for which Consultant shall perform the services, the location of the project, the type and scope of services to be performed, the format and schedule for deliverables, the schedule of performance, and the schedule of compensation. Consultant shall not perform any services unless authorized by a fully executed Service Order. Any unauthorized services performed by Consultant shall be at no cost to the City.
- D. Consultant shall begin work under the service order only after receipt of a fully executed Service Order. Each authorized Service Order issued under this agreement shall be incorporated into the terms and conditions of this agreement.
- E. City will assign a Project Manager to facilitate each Service Order authorized. Consultant shall coordinate with the designated Project Manager and/or the Senior Public Works Inspector on the performance of each Service Order.
- F. In collaboration with the City Project Manager, consultant shall be responsible for coordinating with all City, Federal, State and local agencies to ensure that all necessary steps are followed to complete the required testing and inspections.
- F. Assignment of Personnel. Consultant shall assign only competent personnel to perform services for the City. The Service Order may name any specific personnel who shall be performing services. In the event that City, in its sole discretion, desires the reassignment of any such persons, Consultant shall immediately, upon receiving notice from the City, reassign such person or persons.

2. BASIC SERVICES

- A. Consultant shall provide construction inspection and materials testing, and staff augmentation services for various City Capital Improvement Projects and private development projects, as more particularly described in the authorized Project Service Order. The authorized Service Order may include any of the specific construction inspection and materials testing tasks set forth below in Section 3. The authorized Service Order may also include any other related inspection and testing services described and agreed to be performed by the Consultant.

B. Service Initiation

Prepare Service Order – The Consultant shall familiarize themselves with the Project, its scope, and its goals, and, in collaboration with the City’s Project Manager, discuss and develop a proposed scope of services.

The scope of work for Project services shall be consistent with City’s standard form of Service Order. The proposed scope of services shall, at a minimum, include the following: Project Description, Scope of Services including deliverables, and project schedule, and estimated compensation. Consultant shall submit the proposed scope of services to the Project Manager in electronic format.

The City’s Project Manager will review and comment on proposed scope of work, and the parties shall agree on the terms of the final Service Order. Consultant shall not be compensated for work performed in preparing a draft scope of services for a Service Order.

C. Service Implementation

Upon receipt of an authorized Service Order, Consultant shall begin Project services described in the Service Order. For each Project, in addition to the specified services, products and deliverables detailed in the Service Order, Consultant shall perform the following tasks as required:

- **Project Kick-off Meeting:** Prior to the beginning substantive work on a project, Consultant and City shall discuss procedures and notifications for any necessary meeting and communications with City staff; collect available data from the City and establish additional data needs and availability; confirm the format for all project products and deliverables; and address any preliminary project concerns.
- **Project Coordination Meetings:** Consultant shall attend project coordination meeting as required, to perform authorized services and as required by Project Manager.
- **Project Schedule:** Consultant shall prepare and submit a detailed schedule of performance consistent with the schedule contained in the Service Order to the City Project Manager for review and approval. Consultant shall confirm or update

the schedule monthly at a minimum. Any changes to the schedule shall only be permitted with the written approval of City's Project Manager.

- Project Progress Report: Consultant shall submit a monthly report to the Project Manager detailing progress on the Project services.
- Project Record: Consultant shall develop and maintain a detailed record of the chronology of the project tasks and milestones completed that are decisive, conclusive or relevant to the outcome of the Project. Consultant shall submit a copy of the Project Record to the Project Manager prior to final payment for services performed on the Project. The Record shall be submitted in electronic format.
- Project Documents: Aside from deliverables specified in the Service Order, and before the conclusion of the Project and final payment for services performed on the Project, Consultant shall submit to the Project Manager a copy of all project documents that are decisive, conclusive or relevant to the outcome of the Project. Such documents may include, without limitation, topographical surveys and mapping, utility mapping, site inventories, base plans, reports and studies, permit applications and permits, environmental documentation, record of meetings, and communication documents. Documents shall be submitted in both paper and electronic format, as available.

3. SPECIFIC CONSTRUCTION INSPECTION & MATERIAL TESTING SERVICES

- A. In addition to any other inspection and testing services contained in the authorized Service Order, the Service Order may incorporate any of the services set forth below in this Section 3 by simply identifying the particular Task, in which case the Task is considered to have been incorporated into the authorized Service Order and Consultant shall perform the Task as set forth herein.
- B. Tasks: Listed below are the Tasks which may be included in the Service Order depending on the scope of the project.
 - Task 1: Review the project scope.
 - Task 2: Visit the project site, as necessary.
 - Task 3: Determine the type of inspection/testing/evaluation needed, as discussed with City staff. Prepare a work plan.
 - Task 4: Perform inspection, sampling and testing. Services shall be performed within 24 hours of notice by the City of required.
 - Task 5a: Fill Material Testing

Consultant shall perform these soils compaction tests identified in the Contract Documents, or, if no such tests are identified, those tests needed to determine whether the soil is compacted in conformance with the Standards and Requirements contained in the Contract Documents, such as ASTM D1557 or D2922 and D3017-78 and California Test 216 and 231.

Within one working day of completing each compaction test, Consultant shall provide the City with a written notice describing the test performed and the result of the test, and indicating whether or not compliance with the Standards and Requirements contained in the Contract Documents was achieved. If compliance was not achieved, the written notice should include what corrective action is needed to obtain compliance.

If corrective action is needed, the Consultant shall re-perform the compaction test within one working day of being notified by the City or Project contractor that the necessary corrective action was completed. Within one working day of completing a re-test, Consultant shall provide the City with written notices consistent with the requirements of above.

- Task 5b: Asphalt Testing

Consultant shall perform those asphalt compaction tests identified in the Contract Documents, or, if no such tests are identified, those tests needed to determine whether the asphalt is compacted in conformance with the Standards and Requirements as required in the Contract Documents such as, California Test 375 and 304. In addition, Consultant shall provide full time inspection of asphalt placement, as required, to ensure asphalt is placed in accordance with Caltrans Section 39.

Within one working day of completing each compaction test, Consultant shall provide the City with a written notice describing the test performed and the results of the test and indicating whether compliance with the Standards and Requirements contained in the Contract Documents was achieved. If compliance was not achieved, the written notice should include what corrective action is needed to obtain compliance.

If corrective action is needed, the Consultant shall re-perform the compaction test within one working day of being notified by the City of Project contractor that the necessary corrective action was completed. Within one working day of completing a re-test, Consultant shall provide the City with written notices consistent with the requirements of above.

- Task 5c: Structural Steel and Metals Testing and Inspections

Consultant shall inspect and certify the welding operations at the Project construction site and at the metal fabrication shop as needed to meet the Standards and Requirements contained in the Contract Documents. These services include verifying that the welder certifications, material preparation, welding procedures, structural steel mill certificates and material identifications comply with the Standards and Requirements contained in the Contract Documents. They also include Consultant testing welds in accordance with ASTM standards and pre the Standards and Requirements contained in the Contract Documents. In addition, Consultant shall provide full-time inspection for all structural welds as provided for in the Standards and Requirements contained in the Contract Documents as requiring full-time inspection.

Consultant shall perform special inspection and certification of, but not limited to, welding of bolts, embeds and reinforcing steel, structural steel, anchor / expansion bolts, post-tensioning tendon, steel studs, reinforcing steel stands and rebar, mechanical connectors (splices), and high strength bolting.

- Task 5d: Structural Concrete Testing and Inspection

Consultant shall perform those structural concrete tests and inspections identified in the Contract Documents, or, if no such tests and inspections are identified, those tests and inspections needed to determine if the concrete conforms to the Standards and Requirements contained in the Contract Documents such as ACI 318 and CBC Section 1903 and 1905, and ASTM C31 and C143.

Within one working day of completing each inspection and/or test, Consultant shall provide the City with a written notice describing the inspection and/or test performed and the results, and indicating whether or not compliance with the Standards and Requirements contained in the Contract Documents was achieved. If compliance was not achieved, the written notice must state what corrective action is needed to obtain compliance. If corrective action is needed, the Consultant shall re-perform the inspection and/or test within one working day of being notified by the City or Project contractor.

- Task 6: Prepare a report of the inspection and/or testing results and conclusions/recommendations. Upon receipt of the analytical results, Consultant shall prepare a summary letter comparing the analytical data to the governing allowable limits. The Summary Report will include copies of the laboratory reports and a sample location map. The Summary Report will provide conclusions and recommendations. Summary report shall be provided to City staff within in one week of receipt of the analytical results.
- Task 7: Assist City in obtaining approvals and/or permits from County, State, and

Federal agencies as required.

4. SPECIFIC INSPECTION STAFF AUGMENTATION SERVICES

Upon request, Consultant shall provide experienced and professional construction inspectors to assist the City's Public Works Department with inspections. These inspectors would be assigned a variety of construction projects to oversee including City Capital Improvement, Land Development (private), and encroachment permit work. Construction work could include streets, sidewalks, curbs/gutters, streetlights, traffic signals, landscape & irrigation, water, sewer, storm and recycled water. The assigned inspectors would assist the Design & Construction Section and report to the City's Senior Construction Inspector and the Public Works Division Manager – Engineering.

The augmentation inspection staff should have the following experience and abilities:

Duties may include, but are not limited to:

- Sample construction materials for examination & analysis by laboratories.
- Perform routine field tests and inspections including but not limited to density testing of soils, aggregates and asphalt, concrete, and reinforcing steel.
- Observe work during construction and upon completion.
- Review quantities of materials and work performed; review and perform necessary reports for progress payments.
- Indicate location of various appurtenances found during construction on plans.
- Prepare daily construction inspection reports, and activity records as required.
- Coordinate Contractor requested design alterations between City staff.
- Review construction plans, specifications, and shop drawings for projects assigned.
- Attend pre-construction meetings.
- Ensure work performed by contractors and materials onsite are in compliance with the approved plans, specifications, codes and ordinances.
- Check lines, grade, size, elevation and location of structures for conformance with specifications and regulations.

Inspection experience should include two or more years in the following:

- Knowledge of the materials used in the construction of water, sewer and storm systems, roadways, sidewalks, gutters, and other public works infrastructure.
- Experience in the construction of water, sewer and storm systems, roadways, sidewalks, gutters and other public works infrastructure.
- Ability to read and interpret plans, specifications, shop drawings and generate "As-built" documents.

EXHIBIT B

Schedule of Charges/Payments

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



City of Milpitas On-Call Construction Materials Testing Services FEE SCHEDULE

Item#	Professional & Office Staff	Price	Unit
POS01	Project Principal	\$252	hour
POS02	Geotechnical Engineer (G.E.)	\$252	hour
POS03	Certified Engineer Geologist (C.E.G.)	\$252	hour
POS04	Registered Professional Engineer (P.E.)	\$225	hour
POS05	Project Manager	\$189	hour
POS06	Staff Engineer	\$1,444	hour
POS07	Drafting	\$108	hour
POS08	Administrative	\$86	hour
POS09	Review of Welding Documents (WPS)	\$248	each
POS10	Field Report Review/Preparation of Letter (1 - 2 visits)	\$216	letter
POS11	Field Report Review/Preparation of Letter (3 to 4 visits)	\$432	letter
POS12	Field Report Review/Preparation of Letter (5 visits)	\$648	letter
POS13	Field Report Review/Preparation of Letter (10 visits)	\$1,080	letter
POS14	Field Report Review/Preparation of Letter (20 visits)	\$2,160	letter
POS15	Welder Qualification (each process)	\$630	each
POS16	Laboratory Supervisor	\$162	hour
POS17	Laboratory Technician	\$108	hour
POS18	Concrete Mix Design Review	\$279	each
POS19	Shotcrete Mix Design Review	\$279	each
POS20	Grout Mix Design Review	\$279	each
POS21	Preparation of CalGreen Sheet	\$630	each
POS22	CalGreen Documents Review	\$132	hour
POS23	Discrepancy Review	\$162	hour
POS24	Building Pad Certificate Preparation	\$648	each
	Inspections	Price	Unit
INS1	Field Supervisor - Site Visit	\$162	hour
INS2	Special Inspection (Rebar/Tendon Placement, Post Tension, Masonry, Fireproofing) - Group 2 PW	\$112	hour
INS3	Special Inspection (Retrofit Epoxy, Expansion Bolt, Screw Bolt, Proof Load Test) - Group 4 PW	\$112	hour
INS4	Special Inspection (Soil, Segmental Retaining Wall, Asphalt) - Group 3 PW	\$112	hour
INS5	Special Inspection (Structural Steel and High-Strength Bolting) ICC - Group 2 PW	\$112	hour
INS6	Special Inspection (Structural Steel Welding) AWS and ICC - Group 2 PW	\$116	hour
INS7	Special Inspection (Structural Wood, Shear Wall Nailing) - Group 2 PW	\$132	hour
INS8	Material Tag and Release - Non-PW	\$105	hour
INS9	Special Inspection (DSA Masonry - DSA Shotcrete) - Group 1 PW	\$144	hour
INS10	Concrete Sampling - Group 4 PW	\$112	hour
INS11	NACE Level II	\$146	hour
INS12	NDT Level II (UT, MT, PT) - Group 1 PW and Non-PW Shop	\$132	hour
INS13	NDT Level III	\$180	hour
INS14	Pickup & Delivery of Samples	\$90	hour
INS15	Structural Steel Material Verification and Shop Welding Inspection - Non-PW	\$105	hour
INS16	Pavement Conditions Index (PCI)	\$239	hour
INS17	Concrete Core Drilling (Two-man Crew)	\$315	hour
INS18	SI - CalGreen	\$116	hour
INS19	Floor Flatness	\$270	hour
INS 20	Firestopping - Group 2 PW	\$180	hour
	Exploratory & Field Testing Equipment	Price	Unit
EQP1	Schmidt Hammer	\$10	hour
EQP2	Torque Test	\$15	hour
EQP3	Pull Test	\$32	hour
EQP4	UT	\$36	hour
EQP5	MT	\$36	hour
EQP6	PT	\$36	hour
EQP7	Nuclear Gauge	\$25	hour
EQP8	Sand-cone	\$18	hour
EQP9	Core Drilling Machine	\$68	hour
EQP10	Torvane	\$14	hour
EQP11	Pocket Penetration	\$14	hour
EQP12	Concrete Scanning	\$63	hour
EQP13	Spray Fireproofing	\$27	hour



City of Milpitas On-Call Construction Materials Testing Services

FEE SCHEDULE

EQP14	Paint Intumescent Device				\$27	hour
EQP15	Moisture Measurement for Slab per kit				\$83	each
EQP16	I-Pile Integrity Tester				\$90	hour
EQP17	Skidmore				\$39	hour
EQP18	High-Strength Bolts Torque Wrench				\$36	hour
Laboratory Tests Description		ASTM	AASHTO	CTM	Price	Unit
Concrete						
CONC01	Concrete Compressive Strength Test(Test Only)	C39	T22	521	\$45	each
CONC02	Concrete/Shotcrete Drilled Core Compressive Strength Test	C42	T24	-	\$45	each
CONC03	Unit Weight of Concrete	C138	T121	518	\$45	each
CONC04	Flexural Test Per Beam Test Only	C78	-	523	\$68	each
CONC05	Shotcrete Panel Test Coring	C1140	-	-	\$45	each
CONC06	Concrete Trial Batches	C94	-	-	Per Quote	each
CONC07	Storage Concrete Beyond 28 days	-	-	-	\$50	each
CONC08	Coring / Evaluation of Pre-Constructions Panel (3 cores) (Rebar # 3 to 7)	-	-	-	\$1,440	panel
CONC09	Coring / Evaluation of Pre-Constructions Panel (3 cores) (Rebar # 8 to 11)	-	-	-	\$1,890	panel
CONC10	NS Grout Test Only	C109	-	-	\$45	each
CONC11	Grout CLSM - Compressive Strength Test Only	D4832	-	-	\$72	each
CONC12	Grout for Soil Nails or Tiebacks Compressive Strength Test Only	-	-	-	\$50	each
CONC13	Soil-Cement Mixture Molding and Compressive Strength Test - Molding and Compressive Test (Sample prep: ASTM D1632, D698, or D1557)	D1632	-	-	\$141	each
Masonry						
MASN01	CMU Strength, Unit Weight, Absorption Sampling	C140	-	-	\$112	hour
MASN02	Masonry Prism - Compressive Strength Test	C109	T106	-	\$252	each
MASN03	Masonry Core - Shear Test	Title 24	-	515	\$83	each
MASN04	Masonry Core - Compression/Shear Test	Title 24	-	-	\$124	each
MASN05	Masonry Grout Prism - Compressive Strength Test Only	C1019	-	-	\$45	each
MASN06	Masonry Mortar Cubes - Compressive Strength Test Only	C109	-	-	\$45	each
MASN07	Masonry Mortar Cylinders - Compressive strength Test Only	C780	-	-	\$45	each
MASN08	CMU Strength, Unit Weight, Absorption - Test Only	C140	-	-	\$1,170	set
Soils						
SOIL01	Atterberg Limits	D4318	T89 - T90	-	\$171	each
SOIL02	Fine Analysis by Washing	D1140	T88	-	\$225	each
SOIL03	Moisture Content of Soil and Rock	D2216	T265	-	\$279	each
SOIL04	Organic Content in Soils	D2974	T267	-	\$333	each
SOIL05	Modified Proctor 4"	D1557	T180	-	\$260	each
SOIL06	Modified Proctor 6"	D1557	T180	-	\$290	each
SOIL07	Soil Sieve Analysis Report	D6913	-	-	\$77	each
SOIL08	CBR Compacted Soils	D1883	T193	-	\$261	each
SOIL09	UCS of Cohesive Soil	D2166	-	-	\$405	each
SOIL10	UCS of Compacted Soil-Lime Mixtures	D5102	-	-	\$66	each
SOIL11	Chloride Content	-	T291	-	\$72	each
SOIL12	Sulfate Content	-	T290	-	\$149	each
SOIL13	Minimum Soil Resistivity	-	T288	-	\$243	each
SOIL14	Compaction Report	-	-	216	\$168	each
SOIL15	PH of Soil	-	T289	-	\$267	each
SOIL16	Resistance "R" Value of Untreated Soils	D2844	-	-	\$520	each
SOIL17	Consolidation of Soil	D2435	-	-	\$914	each
SOIL18	Expansion Index	D4829	-	417	\$375	each
SOIL19	Evaluating Cleanness	-	-	227	\$48	each
SOIL20	Durability Index	-	-	229	\$113	each
SOIL21	Triaxial Test UU	D2850	-	-	Per Quote	each
SOIL22	Triaxial Test CD	D7181	-	-	Per Quote	each
SOIL23	Triaxial Test CU	D4767	-	-	Per Quote	each
SOIL24	Sand Equivalent	D2419	-	-	\$175	each
SOIL25	Specific gravity and Absorption of Coarse Aggregate	-	-	206	\$0	each
SOIL26	Specific gravity and Absorption of Fine aggregate	-	T84	202	\$0	each
SOIL27	Direct Shear Test	D3080	-	-	\$485	each



FEE SCHEDULE

	Asphalt	ASTM	AASHTO	CTM	Price	Unit
ASPH1	Moisture Content of Asphalt Mixture	D4643	T329	370	\$260	each
ASPH2	Bulk Specific Gravity and Density of compacted	D1188/D2726	T275	308	\$66	each
ASPH3	Maximum Specific Gravity and Density of Asphalt Mixtures	D2041	T209	309	\$253	each
ASPH4	Binder Content of Asphalt Mixture	D6307	T329	382	\$340	each
ASPH5	Binder Content by Ignition Method - CF	D6307	T308	382	\$340	each
ASPH6	Gyratory Compaction	-	T312	-	\$250	each
ASPH7	Air Voids Content	D3203	T269	-	\$250	each
ASPH8	Bulk Specific Gravity	-	T166	308	\$66	each
ASPH9	Hamburg Wheel Track	-	T324	-	\$1,900	each
ASPH10	Moisture Susceptibility and Tensile Strength Ratio	-	T283	371	\$1,600	each
ASPH11	Binder Recover (RAP)	D1856	-	-	\$480	each
	Aggregate	ASTM	AASHTO	CTM	Price	Unit
AGG1	Sieve Analysis of Coarse Aggregates	C136	T27	202	\$272	each
AGG2	Sieve Analysis of Fine Aggregates	C136	T27	202	\$228	each
AGG3	Specific gravity and Absorption of Coarse Aggregates	C127	T85	206	\$212	each
AGG4	Specific gravity and Absorption of Fine Aggregates	C128	T84	208	\$212	each
AGG5	Sieve Analysis, Material Finer Than #200 Sieve	C117	T11	-	\$238	each
AGG6	Soil/Aggregate Moisture	C566	T255	226	\$50	each
AGG7	Organic Impurities in Fine Aggregates	C40	T21	213	\$146	each
AGG8	Aggregate Soundness (Magnesium or Sodium Sulfate Soundness)	C88	104	214	\$176	each
AGG9	Cleanliness of Coarse Aggregate	-	-	227	\$176	each
AGG10	Abrasion - LA Rattler	C131	T96	211	\$194	each
AGG11	Sieve analysis of aggregates (combined)	-	-	-	\$350	each
AGG12	Sand Equivalent	D2419	T176	217	\$128	each
AGG13	Durability Index	D3744	T210	229	\$212	each
AGG14	Percentage of Flat & Elongated Particles in Coarse Aggregate	D4791	-	235	\$212	each
AGG15	Fine Aggregates Angularity	C1252	T304	234	\$212	each
AGG16	Crushed Particles Percentage	D5821	T335	205	\$215	each
AGG17	Flat & Elongated Particles in Aggregate	D4791	-	235	\$215	each
	Steel	ASTM	AASHTO	CTM	Price	Unit
STL1	Rebar Tensile/Bend Test Up to #8	A370	-	670	\$113	each
STL2	Rebar Tensile/Bend Test #9 to #11	A370	-	670	\$140	each
STL3	Rebar Tensile/Bend Test #14	A370	-	670	\$315	each
STL4	Resistance Butt Welds Splices Up to #9 (Test Only)	A370	-	670	\$95	each
STL5	Resistance Butt Welds Splices #11 to #14 (Test Only)	A370	-	670	\$225	each
STL6	Mechanical Splices Up to #8 (Test Only)	A370	-	670	\$225	each
STL7	Mechanical Splices #9 to #14 (Test Only)	A370	-	670	\$351	each
STL8	7 Wires Strands (Test Only)	A1034	-	670	\$315	each
STL9	Sample Preparation	-	-	-	\$81	hour
STL10	High-Strength Bolt, Nut & Washer for ASTM A325, A490 Skidmore (Test Only)	-	-	-	\$72	each
STL11	AWS D1.1 - 3/8" Plate per Position (Tensile Test Only)	A370	-	-	\$54	each
STL12	AWS D1.1 - 1" Plate per Position (Tensile Test Only)	A370	-	-	\$81	each
STL13	AWS D1.1 - 3/8" Plate per Position (Bend Test Only)	A370	-	670	\$50	each
STL14	AWS D1.1 - 1" Plate per Position (Bend Test Only)	A370	-	670	\$81	each
STL15	Headed Bars Up to #8	A970	-	-	\$81	each
STL16	Headed Bars #9 to #11	A970	-	670	\$122	each
STL17	Headed Bars #14	-	-	687	\$248	each
STL18	Hardness Test	-	-	-	\$72	each
STL19	Anchor bolts Tensile Up to 1" (Test Only)	-	-	-	\$149	each
STL20	Anchor bolts Tensile 1" to 2" (Test Only)	-	-	-	\$248	each
STL21	Anchor bolts Tensile 2" to 3" (Test Only)	-	-	-	\$551	each
	Miscellaneous	ASTM	AASHTO	CTM	Price	Unit
MISC1	Contractor Labor				At Cost + 20%	
MISC2	Outside Services + 20% Mark Up				At Cost + 20%	
MISC3	Per Diem				At Cost + 20%	
MISC4	Required Notary Stamp				\$23	each
MISC5	Cancellation/Termination Fee				\$270	each
MISC6	Travel Time				\$95	hour



City of Milpitas On-Call Construction Materials Testing Services

FEE SCHEDULE

MISC7	Mileage*	\$0.70	mile
MISC8	Enviro-Recycling Fee (Concrete, steel, soil, Aggregate, masonry...)	\$1	each

*Mileage based on current IRS Rates

Rates are valid through 2026. Starting January 1, 2027 and every year thereafter, 5% escalations will apply annually for all fees listed.

GENERAL CHARGES

1. ACHIEVENG requires two (2) business days' notice for scheduling inspectors and/or technicians.
2. Inspection charges start at the scheduled show-up time at the job site. All inspection hours will be billed in the following increments:
 - There will be a minimum of a four (4)-hour charge for any ACHIEVENG employee present onsite. Therefore, any work time that is less than four (4) hours, will be billed as four (4) hours.
 - After the initial three (4) hours, for any time that an ACHIEVENG employee is still needed at a worksite, the work will be charged hour-by-hour up to a maximum of eight (8) hours.
3. Any work performed during the following windows will be billed at 1.5 times the unit rate:
 - Outside of the normal workday hours, 8:00 a.m. to 4:30 p.m. (Monday – Friday).
 - In excess of eight (8) hours per day during weekdays (Monday – Friday).
 - Up to eight (8) hours on Saturdays.
4. Work performed on Sundays, recognized holidays, or more than eight (8) hours on Saturdays will be billed at two (2) times the unit rate. Swing shifts starting after 3:00 p.m. will be charged at an additional 12.5%.
5. Charges are per inspection - NOT the number of inspectors at the site; the same qualified inspector may perform numerous inspections during their site visit. CLIENT will be billed per inspection, as detailed in Item 2.
6. When the estimated quantities in the cost sheet are exceeded, the following will be charged:
 - Principal Engineer inspection hours will be billed at the rate of 3% of total billed hours.
 - Project Manager inspection hours will be billed at the rate of 8% of total billed hours.
 - Administration will be billed at the rate of 8% of total billed hours.
7. A 50% (fifty percent) surcharge will be applied for laboratory tests performed on Saturdays or Sundays.
8. Requests made by CLIENT for management attendance at project site meetings will be charged at standard rate.
9. Attending any meeting (such as Pre construction Meetings, Progress Meetings, Hearing & Presentation Meetings) will be charged per attendee's position rate as stated in Appendix "B".
10. In the case of a "No-Show" (when CLIENT or the representative is not at the site at the confirmed scheduled date and time), a "No-Show" fee, per Item 2, will be applied.
11. If the inspection has a discrepancy (failure), extra time has to be charged for Project Manager, Administrative, Special Inspector, or other position for communication and review of the correction. The minimum charges is a sequence of 30 minutes. Minimum of three (3) business days are required to review any received supplemental documents related to discrepancy.
12. No trip charges, travel time, or mileage will apply within 10 miles of the City of Milpitas from our office. Mileage for travel outside this area for off-site inspections will be charged at a rate on our fee schedule per hour and mile, from the ACHIEVENG office to the requested location.
13. Rates are valid through 2026. Starting January 1, 2027 and every year thereafter, 5% escalations will apply annually for all fees listed.

EXHIBIT C
Service Order Form Template

SERVICE ORDER

CONSULTANT MASTER AGREEMENT

This Service Order is made and entered into by and between the CITY OF MILPITAS, a municipal corporation of the State of California and _____. CITY and CONSULTANT have entered into a Master Service Agreement dated _____ which authorizes the proposed services and compensation as outlined below.

SERVICE ORDER

Service Order No: _____ Date: _____

Service Order estimated Compensation: \$ _____

CONSULTANT Firm Name: _____

Address: _____

Contact: _____

Phone/Email: _____

PROJECT DESCRIPTION

Project Name & Number: _____

Brief Description of Services: _____

Exhibit A: *Include Full Scope of Services, Schedule of Performance and Compensation as required*

APPROVALS

CONSULTANT: _____ Date: _____

City Project Manager: _____ Date: _____

Appropriation Certification: I hereby certify that an unexpended appropriation is available in the above fund for the above contract as estimated, and that funds are available as of this date of signature.

PW Division Manager - Engineering Signature: _____

Date: _____

CC: Sr. Public Works Inspector

EXHIBIT D

Insurance Requirements

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's or Consultant's Pollution Legal Liability:

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

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

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

____ Bid Bond
____ Performance Bond
____ Payment Bond

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

Other Insurance Provisions:

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

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

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

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

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

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

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

X Waiver of Subrogation:

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

Completed Operations

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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

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

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

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

Acceptability of Insurers:

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

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

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

Subcontractors:

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

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

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider a Substantial Amendment to the 2025-2030 Consolidated Plan and the 2025-2026 Annual Action Plan (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3222)
Category:	Public Hearings-Community Development
Meeting Date:	4/7/2026
Recommendation:	(1) Conduct the public hearing; (2) Approve a substantial amendment to the 2025-2030 Consolidated Plan and the 2025-2026 Annual Action Plan; (3) Allocate any new program income earned after this amendment and during the 2025-2030 Consolidated Plan period to: (a) maximize the program administration cap, (b) maximize the public services cap, and (c) use the remainder to fund economic development activities or capital projects and (4) Authorize the City Manager, or designee, to make any necessary changes to the 2025-2030 Consolidated Plan and 2025-2026 Annual Action Plan.

BACKGROUND:

For more than 20 years, the City has offered a Community Development Block Grant (CDBG) funded Home Rehabilitation Loan Program which provides low-interest loans to very low- and low-income homeowners. The fund responsible for holding these rehabilitation loans and repayments is called a revolving loan fund. This revolving loan fund is separate from the City's CDBG annual entitlement allocation.

Repayments from home rehabilitation loans must be deposited into the revolving loan fund and, according to U.S. Department of Housing and Urban Development (HUD) guidelines, reallocated promptly. These repayments are considered program income. Most of the City's current loans do not require ongoing payment; instead, balances are typically paid in full when properties are sold.

To reallocate the revolving loan funds, the City must issue a substantial amendment to the current 2025-2030 Consolidated Plan and 2025-2026 Annual Action Plan. A substantial amendment is required when changes in fund distribution to a total of 25% or more of the City's entitlement allocation. In FY 2025-26, the City received two repayments totaling \$368,359.55 to the revolving loan fund. After these repayments, there is approximately \$2.4M remaining in the fund from 25 remaining loans. It is unknown when these payments will be returned as they are deferred loans.

On [May 6, 2025](#), the City Council reallocated a payment of \$675,968.10 to the following uses:

\$16,217.05	Program Administration
\$12,162.79	FY 2025-26 Public Services
\$385,000.00	Rebuilding Together Silicon Valley (RTSV)
\$262,588.26	Microenterprise Assistance Program (MEAP)
\$675,968.10	Total

ANALYSIS:

This report provides Council with an analysis of the most feasible uses for reallocation of the revolving loan funds. Staff have provided a full summary of eligible and ineligible CDBG activities in Attachment 1.

Calculating Maximum Funding Allocations

Program income is the revenue generated from a CDBG funded activity. Since the City received home rehabilitation loan repayments in the current fiscal year, the repayments are considered program income. Program income must be factored into the public services and program administration caps.

As CDBG funds obligated for public services are capped at 15 percent and program administration costs are capped at 20 percent, City Council typically allocates the maximum funding amounts to public services and program administration. Activities that fall under capital projects or economic development activities are not subject to caps.

Per CDBG rules, the maximum amount of funding that can be used in each category is as follows:

<u>Category</u>	<u>Calculation</u>	<u>Maximum Reallocation Amount</u>
Public Services	(Total Entitlement Grant Amount + Program Income Earned in Prior Year) * 0.15=	\$55,253.93
Program Administration	(Total Entitlement Grant Amount + Program Income Earned in Current Year) * 0.20=	\$73,671.91
Capital Projects + Economic Development Activities	No Caps	\$239,433.71

To maximize the amount that can go to public services and program administration, staff is recommending allocation by the following categories, which follows City Council direction from [May 6, 2025](#), by maximizing the amount towards public services and program administration and allocating the remainder to capital projects and economic development activities.

<u>Category</u>	<u>Recommended Allocation (of \$368K total)</u>	<u>%</u>
Public Services	55,253.93	15%
Program Administration	73,671.91	20%
Capital Projects + Economic Development Activities	239,433.71	65%

Each year, staff receives the highest number of applications for public service activities. Due to the funding cap, most subrecipients in this category receive reduced funding awards or no awards at all. It is crucial to reallocate the maximum amount of revolving loan funds to public services, as this could allow additional organizations to receive funding. The total maximum amount that can be reallocated to public services is \$55,253.93. City staff will make a recommendation to the City Council for distribution of this funding at the same time as the City Council is presented the FY 2026-27 allocations which are expected to be in May 2026.

The \$73,671.91 that can be reallocated to program administration will be used for HUD-required public notices and translations, as well as to cover a higher percentage of personnel and technical assistance costs. Currently, we have two full-time equivalents (FTEs) dedicated to the programmatic and financial administration of the CDBG Program. Due to limited funding, the FTEs cannot fully charge their actual work hours to the program. Approving this funding would allow more of these operational costs to be appropriately covered.

The remaining \$239,433.71 may be used to support a capital project or an economic development initiative.

Capital Projects + Economic Development Activities

Activities that fall under capital projects or economic development activities are not subject to caps. For this reason, staff recommend reallocating the remaining revolving loan fund balance to activities that fall under capital or economic development. Additionally, staff recommends splitting funding 60% for capital projects and 40% for economic development activities as was previously done by council. According to Attachment 2, the two areas that can expend funds by May 2, 2027, without exceeding HUD caps are:

1. Rehabilitation and Preservation (Capital Project)
2. Microenterprise Assistance (Economic Development Activity)

While staff have provided a recommendation which funds both areas based on a previous allocation, the amount for each category is not set and the City Council has flexibility in determining the amount that goes to one or both areas. Additionally, funding one organization over another does not exclude them from receiving support when the entitlement allocations are announced. Finally, after the entitlement allocations are released, the City Council may provide additional funding to organizations that have already received support through the revolving loan fund.

Capital Projects (Rehabilitation and Preservation)

Projects in this area are classified as capital projects and are not subject to funding caps. Revolving loan funds may be used to rehabilitate residential structures. The City has received two qualified applicants ready to begin work immediately: Rebuilding Together Silicon Valley (RTSV) and Terrace Gardens.

Capital Projects	Organization Name	Project Description	CDBG Fund Request	Proposed Funding Amount
	Rebuilding Together Silicon Valley (RTSV)	Rebuilding Together Silicon Valley preserves affordable housing by providing critical home repairs and accessibility modifications for low-income residents, at no cost to the recipient. Proposed Served: 30 Households	\$216,000	\$0
	Terrace Gardens Senior Housing #1	Terrace Gardens is requesting funding to replace the outdated fire panel and smoke detectors throughout the senior housing buildings. Proposed Served: 184 Seniors	\$150,000	\$143,660.23
	Terrace Gardens Senior Housing #2	Terrace Gardens is requesting funding to replace the emergency pull cords and central alarm panel located throughout the senior housing buildings. Proposed Served: 184 Seniors	\$100,000	\$0
	Subtotal		\$466,000	\$143,660.23

Proposed funding for Terrace Gardens will come from revolving loan funds. Approving funding for this Terrace Gardens project will not affect RTSV or the other Terrace Gardens project's eligibility for entitlement funding which will be decided by the City Council in May 2026.

Economic Development Activities (Microenterprise Assistance)

Projects in this sector fall under economic development and are not subject to funding caps. Revolving loan funds may be used to support private, for-profit microenterprises, including grants and technical assistance. A microenterprise is defined as a commercial enterprise that has five or fewer employees, one or more of whom owns the enterprise. Two applicants have requested funding under economic development: City of Milpitas' Office of Economic Development and Upwards. The City's Office of Economic Development applied for its Microenterprise Assistance Program (MEAP), now in its third year of providing grants for business operation costs such as personnel rent, utilities, maintenance, equipment and supplies. Upwards is a repeat applicant to

the City of Milpitas; its BOOST Program offers technical assistance to in-home childcare microenterprises. Upwards has not previously received funding from the City's CDBG program.

Economic Development	Organization Name	Project Description	CDBG Fund Request	Proposed Funding Amount
	City of Milpitas	The City seeks funding to support local microenterprises by providing grants that stimulate economic vitality and help businesses thrive in Milpitas. The funds requested will also be used to offer technical assistance to these microenterprises. Proposed Served: 40	\$160,000	\$95,773.48
	Upwards	Upwards' BOOST Program provides specialized business support and technical assistance to in-home childcare providers. Proposed Served: 11	\$64,000	\$0
	Subtotal		\$224,000	\$95,773.48

Proposed funding for MEAP is from revolving loan funds. Funding MEAP does not impact Upwards from receiving entitlement funding if supported by Council.

Given that MEAP is an established program that has proven success in the community, staff recommends funding \$95,773.48 of revolving loan funds to the City's MEAP and supporting Upwards with CDBG entitlement funding.

Summary of Staff Recommendation

The City of Milpitas received thirteen (13) applications during 2026-2027 application period. At this time, the City 2026-2027 entitlement allocation from HUD has not yet been released. Staff will bring entitlement funding to Council in June 2026 for discussion. However, staff recommend that Council allocate all revolving loan funds to ensure the City can meet the timeliness requirement by May 2, 2027, and can fund as many projects as possible outside of entitlement monies.

Staff recommend reallocating the entire revolving loan fund balance of \$368,359.55 as follows:

Revolving Loan Fund Balance	\$368,359.55
Program Administration	(73,671.91)
FY 2026-27 Public Services	(55,253.93)
Terrace Gardens (Fire Panel Replacement)	(143,660.23)
Microenterprise Assistance Program (MEAP)	(95,773.48)
Remaining Fund Balance to Reallocate	(\$0.00)

As Public Services is the CDBG category with the highest number of requests but the smallest cap, staff recommend Council reallocate \$55,253.93, which is the maximum allowed. If Council approves this reallocation, an additional \$55,253.93 will be available for distribution to organizations at the May CDBG Council meeting.

Staff also recommend the maximum reallocation allowed for program administration, which is \$73,671.91. This allocation would cover the costs of the personnel administering the CDBG program in addition to paying for HUD required public notice and translations.

Lastly, staff recommend reallocating the remaining balance of the revolving loan fund to capital or economic development activities. These categories will enable the City to utilize the funds immediately and meet HUD's timeliness deadline of May 2, 2027.

Staff would like to clarify that the revolving loan fund and entitlement funding are two separate sources of funding. Providing funding to an organization at this time does not prevent them from receiving support when entitlement allocations are announced. Furthermore, funding an organization now will not affect the eligibility of other capital projects or economic development activities for entitlement funding.

As part of the substantial amendment, staff proposes that any new program income earned after this amendment and during the 2025-2030 Consolidated Plan will be allocated in this manner:

Max Program Administration Cap for Current Program Year (20%)
Max Public Services Cap for Following Program Year (15%)
Remainder of funds to Economic Development Activities or Capital Projects

FISCAL IMPACT:

The repayment of \$368,359.55 received in revolving loan funding will be reallocated to eligible CDBG activities.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The actions being considered have no potential for causing a significant effect on the environment and are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3). Further, this action does not meet the definition of a project under CEQA Guideline 15378 as it is a government fiscal activity which does not commit to any project that would result in a potentially significant impact on the environment.

ATTACHMENT(S):

- (a) Eligible and Ineligible CDBG Activities
- (b) Eligible Potential Projects
- (c) Draft 2025-2030 Consolidated Plan & 2025-2026 Annual Action Plan

Eligible and Ineligible CDBG Activities

Eligible CDBG Activities

1. Acquisition of Real Property
2. Disposition
3. Public Facilities and Improvements
4. Clearance and Remediation
5. Public Services
6. Interim Assistance
7. Relocation
8. Loss of Rental Income
9. Housing Services
10. Privately-Owned Utilities
11. Rehabilitation and preservation
12. Construction of Housing
13. Code Enforcement
14. Special Economic Development Activities
15. Microenterprise Assistance
16. Special Activities by Community-Based Development Organizations
17. Homeownership Assistance
18. Planning and Capacity Building
19. Program Administration Costs
20. Miscellaneous Other Activities

Ineligible CDBG Activities

1. **Buildings or portions thereof, used for the general conduct of government may not be assisted with CDBG funds.** This does not include, however, the removal of architectural barriers involving any such building, which may be assisted under the category of Public Facilities and Improvements.
2. **General government expenses.** Expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.
3. **Political activities.** CDBG funds may not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.
4. **Purchase of equipment.** The purchase of equipment with CDBG funds is generally ineligible – construction equipment, fire protection equipment, furnishings and personal property.
5. **Operating and maintenance expenses.** The general rule is that any expense associated with repairing, operating, or maintaining public facilities, improvements, and services is ineligible.
6. **New housing construction.**
7. **Income payments.** The general rule is that CDBG funds may not be used for income payments.

Adapted from HUD booklet, Community Development Block Grant Program; A guide to National Objectives & Eligible Activities for Entitlement Communities.

CDBG Activities	Eligible Uses	Could City qualify under this activity (Y/N)	Potential Projects	Would project meet next timeliness deadline of May 2, 2027 (Y/N)	Staff Recommend (Y/N)	Staff Reason
1. Acquisition of Real Property	May be used to pay for the cost of surveys to identify the property to be acquired, appraisals, the preparation of legal documents, recordation fees, and other costs that are necessary to the acquisition process. Funds cannot be used to purchase a building that will be used for the general conduct of government or political activities. Construction equipment, furnishings, operating, and maintenance expenses are also an ineligible expense.	Y	Homeless Shelter	N	N	The revolving loan fund balance could be used to acquire property for the purpose of a public benefit, such as a homeless shelter. The City must demonstrate that at least 51% of the beneficiaries are low-income. Staff believes that the purchase of property is timely and may take years to accomplish. Given that the City will be untimely for two consecutive years, it would be best to use revolving funds on a project that will expend funds quickly. Not Recommended
2. Disposition	Real Property must have been acquired with CDBG funds. City does not have any eligible properties.	N	No applicable properties	N	N/A	There are no properties that would be eligible for this category. City Ineligible
3. Public Facilities and Improvements	The City cannot meet the Low/Mod Area Benefit National Objective (51% of the census tract area median income is low and moderate), to satisfy this condition, the facility awarded funds must benefit a presumed benefit category.	Y	Homeless Shelter Safe Parking	N	N	Revolving loan funds may be used for facilities improvements by the grantee or other public or private non-profit entities but excludes operating costs of a project. Since the City cannot meet the Low/Mod Area Benefit National Objective (51% of a census tract area median income is low and moderate), to satisfy this condition, the facility awarded funds must benefit a presumed benefit category. Funds may be used to rehabilitate temporary shelters and transitional housing for the homeless. However, no applicants have applied for such work in the current and future year, and it would not make sense to open the application period at this time due to timely expenditure pressures. Funds could also be used to acquire or rehabilitate parking facilities for the use of safe parking for unhoused residents. However, operating costs will not be covered under this category and will be costly to pursue safe parking. Although possible, staff believes it is not feasible to pursue those options currently due to high cost and need for timely expenditure of revolving loan funds. Not Recommended

4. Clearance and Remediation	Revolving loan funds may be used for clearance, demolition, and removal of buildings and improvements for property that will be developed for any public purpose. * Demolition of buildings and improvements; * Removal of demolition products, rubble and other debris; * Physical removal of environmental contaminants or treatment of such contaminants to render them harmless; and * Movement of structures to other sites.	Y	South Main Street Requirements: * Cleared property will be used for an activity that limits benefits to a specific group of people, at least 51% are in the low and moderate income category (dilapidated structure removal and then building nbhd center) * Demolishing to build affordable housing, of which at least 51% must be low and moderate income clients	N	N	Funds could be used to clear rubble and debris for the creation of affordable housing at South Main Street. However, clearance and demolition of buildings is not a project that will expend funds quickly, which can greatly affect the City's timely expenditure of funds. The cleared property will have to benefit at least 51% low and moderate income clients. Not Recommended
5. Public Services	The total amount of CDBG funds obligated for public services activities must not exceed 15 percent of the annual grant allocation plus 15 percent of program income received during the prior program year.	Y	Any Public Service Activity	Y	Y	Revolving loan funds cannot be used for public service projects as we cannot exceed the 15% annual cap. Except, for when program income is received in the prior program year. In the current program year, we received a Home Rehab Loan payment in the amount of \$368,359.55. 15% of the total repayment could be used for public services in the subsequent year (\$55,253.93). Staff Recommend
6. Interim Assistance	CDBG funds may be used to provide interim assistance where: -Immediate action is necessary to stop physical deterioration until something permanent can be done; or -Emergency conditions threaten the public health and safety The Chief Executive Officer of the state must make the determination.	N	No known applicable properties	N	N/A	No applicable activities. City Ineligible

7. Relocation	CDBG funds may be used for relocation payments and other assistance to displaced persons, including: -Individuals, -Families, -Businesses -Nonprofit organizations, and -Farm operations. Where relocation assistance is voluntary, the initial activity causing the displacement and subsequent need for relocation is not required to meet the same national objective as the relocation itself. Relocation payments could meet a national objective based on the purpose of the re-use of the property or on the income of the recipients of the relocation assistance. The classification is the grantee's discretion.	Y	South Main Street	N	N	Eligibility is subject to the purpose of South Main Street parcels and whether it meets a National Objective. Not Recommended
8. Loss of Rental Income	CDBG funds may be used to compensate property owners for the loss in rental income incurred while temporarily holding housing units to be used for the relocation of individuals and families displaced by CDBG-assisted activities.	N	No applicable properties	N	N/A	No applicable activities since families have not been displaced by CDBG-assisted activities. City Ineligible
9. Housing Services	An activity that provides housing information, education, and referral services.	Y	No applicable projects	N	N	Project will be subject to the 15% public service cap. Staff Recommend
10. Privately-Owned Utilities	Privately owned utilities are those owned by a private company rather than a public agency. The rehabilitation or construction of these utilities may be undertaken with CDBG funds under certain conditions. - CDBG funds may be used by a UGLG, subgrantees, and other for-profit and public entities to acquire; construct; reconstruct; rehabilitate; and install the distribution lines and related facilities for privately-owned utilities. -A privately-owned utility refers to service that is publicly regulated and is provided through the use of physical distribution lines to private properties.	N	No applicable projects	N	N/A	Only for areas with at least 51% of residents fall in the low and moderate income category, Milpitas has no census tracts or survey data to suggest we are compliant with this National Objective. City Ineligible

11. Rehabilitation and Preservation	Revolving loan funds may be used to rehabilitate residential structures.	Y	Rebuilding Together Silicon Valley (RTSV) Critical Home Repairs Terrace Gardens Senior Housing 1 & 2	Y	Y	Staff recommend awarding Terrace Gardens funding to replace the outdated fire panel and smoke detectors, as this is a critical repair and essential for resident safety. Additionally, staff suggests funding RTSV and the remaining Terrace Gardens projects through entitlement funding. Staff Recommend
12. Construction of Housing	(1) New construction generally not eligible except for: - entity is a community based development organization - eligible groups include neighborhood-based organizations - organization must be undertaking a neighborhood revitalization, community economic development, or energy conservation project in order to use CDBG for new construction (2) may provide support for development of new housing - Acquisition by the grantee or public or private nonprofit entities; - Site clearance and assemblage; and - Site improvements (if in public ownership).	Y	No known applicable activities.	N	N	No known applicable projects. Not Recommended
13. Code Enforcement	Area must have at least 51% of residents in the low and moderate income category, no area in Milpitas qualifies.	Y	Staff Salaries and Overhead	Y	N	CDBG funds may be used for code enforcement only in deteriorating or deteriorated areas where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Project will be subject to the 20% administration cap. Funding cannot replace general funds expenditures. Not Recommended

14. Special Economic Development Activities	The term "special economic development activities" is used in the CDBG program to identify three types of activities * Acquiring, constructing, reconstructing, rehabilitating, or installing commercial or industrial buildings, structures, and other real property equipment and improvements, including railroad spurs or similar extensions. These are economic development projects undertaken by nonprofit entities and grantees (public entities). * Assisting a private, for-profit business. Assistance may include grants, loans, loan guarantees, and technical assistance; and * Providing economic development services in connection with otherwise eligible CDBG economic development activities (outreach efforts, screening of applicants etc). Example: Technical assistance to a business facing bankruptcy	Y	No known applicable activities	N	N	No known applicable projects. Not Recommended
15. Microenterprise Assistance	Revolving loan funds may be used to assist private, for-profit microenterprises including grants and technical assistance. A microenterprise is defined as a commercial enterprise that has five or fewer employees, one or more of whom owns the enterprise.	Y	MEAP (City's Microenterprise Assistance Program) UPWARDS , For Profit Organization	Y	Y	Revolving loan funds may be used for the City's Microenterprise Assistance Program (MEAP) or any other economic development activity that assists microenterprises. Two applicants applied for funding under the economic development umbrella, the City and Upwards. Funding either or both of these projects with revolving loan funds could free up FY 2026-27 entitlement funding for other activities. Staff Recommend
16. Special Activities by Community-Based Development Organizations	These are activities designed to assist in neighborhood revitalization or community economic development and are carried out by an organization that qualifies as a CBDO under the regulations at 24 CFR Part 570.204. – In addition to meeting one of the organizational types listed above, the entity must be carrying out neighborhood revitalization, community economic development or energy conversation projects.	Y	No known applicable activities	N	N	No known applicable projects or activities. Not Recommended

17. Homeownership Assistance	Grantees and their subrecipients may provide financial assistance to low- and moderate-income households to assist them in the purchase of a home 2 ways: direct homeownership assistance as a separate and permanent eligibility category or a public services. To qualify for direct homeownership: * Provide up to 50 percent of required down payment; * Pay reasonable closing costs; * Provide principal write-down assistance; * Subsidize interest rates; * Finance acquisition of housing occupied by the homebuyer; and * Acquire guarantees for mortgage financing from private lenders (i.e., assist homebuyers with private mortgage insurance).	Y	Down Payment Assistance Program	N	N	Project will be subject to the 15% public service cap. Not Recommended
18. Planning and Capacity Building	This activity involves providing technical assistance and training directly to businesses on topics such as business planning or accounting. This activity may be undertaken under several different eligibility categories, assuming that the activity will meet a national objective: – As a part of a special economic development project; – To the owner of a microenterprise; – As a public service; and – By a Community Based Development Organization as a part of an eligible project	Y	No known applicable activities.	N	N	Activity in this category is subject to 20% administration cap. Funding an activity in this category puts the City at risk of exceeding the administration cap. Not Recommended
19. Program Administration Costs	Planning and administration costs are capped at 20 percent of the sum of grant plus program income that is received during the program year.	Y	CDBG Program Administration	Y	Y	Revolving loan funds can be used for program administration when program income is received in the current program year (subject to 20% cap). In the current program year, we received a Home Rehab Loan Payment in the amount of \$368,359.55. 20% of the total repayment could be used for program administration in the current year (\$73,671.91). Staff recommends allocating \$73,671.91 to the current program year to fund CDBG program administration. Staff Recommend



City of Milpitas

CONSOLIDATED PLAN

2025 - 2029

ANNUAL ACTION PLAN

2025 - 2026



Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Milpitas annually receives Community Development Block Grant Funds (CDBG) from the federal Department of Housing and Urban Development (HUD). As an “entitlement jurisdiction” receiving these block grant funds, the City is required to prepare a Consolidated Plan every five years, which identifies the City’s priority housing and community development needs and goals.

The Consolidated Plan was developed through analysis of current housing market data; an assessment of the housing and supportive service needs of low and moderate income populations; stakeholder and resident consultations through focus groups and community meetings; and a resident survey. The City collaborated with Santa Clara County and other local governments receiving HUD block grants (“entitlement jurisdictions”) in the development of this 2025-29 Consolidated Plan.

This group of jurisdictions, referred to within this document as the “Santa Clara County Entitlement Jurisdictions” or simply “Entitlement Jurisdictions,” includes:

- City of Mountain View
- City of Cupertino
- City of Gilroy
- **City of Milpitas**
- City of Palo Alto
- City of Sunnyvale
- City of San José
- City of Santa Clara
- Santa Clara Urban County

The Consolidated Plan is implemented through the City’s Annual Action Plans (“Annual Action Plan”), which identifies how annual funding allocations are invested to achieve the City’s priorities and goals.

Progress in advancing these goals is also evaluated annually in the City's Consolidated Annual Performance Evaluation Report (CAPER).

Continued in attached text.

Introduction Continued

How to Read this Consolidated Plan

The Consolidated Plan, as required by HUD has five main sections and associated sub-sections. Each section of the Consolidated Plan has a HUD required alphanumeric identifier, for example ES-# (Executive Summary), PR-# (Process), NA-# (Needs Assessment), MA-# (Housing Market Analysis), and SP-# (Strategic Plan). These sections are followed by the first year Action Plan (AP-#).

The entire plan follows the format prescribed by HUD, with bold lettering denoting the HUD prescribed topic areas and questions. Sections include:

1. Executive Summary (ES)—a brief summary of the primary housing and community development needs identified in the Consolidated Plan; an evaluation of past performance of funds; and an overview of the community engagement activities that informed the plan.
2. Process (PR)—a description of the stakeholder consultation and resident engagement that informed the priority housing and community development needs. Detailed engagement findings are presented in a Consolidated Plan appendix.
3. Needs Assessment (NA)— assesses the needs of households at-risk of or experiencing homelessness, low to moderate income families and individuals, elderly residents, victims of domestic violence, persons living with HIV/AIDS, and persons with disabilities.
4. Housing Market Analysis (MA)— provides an overview of the housing market; identifies which households face challenges finding affordable housing; and assesses the business climate and economic development needs.
5. Strategic Plan (SP)— provides five-year priority needs and Goals which will guide investments over the Consolidated Planning period.
6. Annual Action Plan—specifies how the jurisdiction plans to allocate its HUD block grants during the program year.

Introduction Continued Part II

The City of Milpitas is located in Santa Clara County and is the fifth largest city within the County with a population of 78,216. Milpitas encompasses an area of approximately 18 square miles and is the home to numerous high-tech companies located in the heart of Silicon Valley.

It is a region of high socio-economic stratification, containing many of the wealthiest households in the nation; however, of the 24,480 households in the City, 20% (4,789) are housing cost burdened (i.e., paying more than 30% of their gross income towards housing costs). Between 2010 and 2023, the median household income nearly doubled (91%) from \$92,694 to \$176,882 as did median property value (94%) increasing to \$1,180,900 and median rent more than doubled (102%) to \$2,918. Housing costs outpacing income coupled with high interest rates, and inflationary pressure on everyday necessities including food and energy, exacerbates the lack of affordability and likelihood of experiencing cost burden for households in the City of Milpitas.

These statistics highlight a widening gap between the highest earners and the middle and lower income population within the region. Many lower income residents struggle with severe housing costs driven by a tight and competitive housing market that caters to the demands of the highest earning households, driving up the cost of for-sale and rental housing units. In order to maintain housing affordability and meet the needs of a diverse and growing population, the jurisdictions within the County must work to preserve and expand the supply of housing for all income levels. This will be critical to maintaining the wellbeing and economic prosperity of the region. Stakeholders emphasized the negative impact of unaffordable housing on staffing for critical roles in communities across the counties.

The City anticipates an allocation of approximately \$2,776,870 in CDBG Entitlement & Program Income funds in the 2025- 2029 Consolidated Plan period based on the 2025 allocations provided by HUD.

The City will hold a public hearing on April 7, 2026, to consider a Substantial Amendment to the 2025-2029 Consolidated Plan and the 2025-2026 Annual Action Plan.

Introduction Continued Part III

Housing and community development funds provided by the U.S. Department of Housing and Urban Development (HUD) are meant to address the needs of low and moderate income households in the City. The City of Milpitas as defined by HUD, is an “entitlement” community, because it receives annual funding through the Community Development Block Grant (CDBG). The City does not receive HOME Investment Partnerships (HOME) funding and does not participate in the Santa Clara County HOME Consortium. The City invests CDBG funds in housing and community development-related activities to support lower-income individuals and households and/or those with special needs.

CDBG funding helps jurisdictions address their community development needs to support neighborhood revitalization, economic development, and improved housing opportunities and community services. Specifically, entitlement community grantees are eligible to use CDBG funds for the provision of public services, public facility and infrastructure projects (Capital Improvement Projects), housing

rehabilitation, energy efficiency improvements, and job creation and retention activities. These eligible activities are principally focused on addressing the needs of the HUD defined low- and moderate-income (“LMI”) households in the community. LMI households are those whose income does not exceed 80% of the area median family income (AMI), with adjustments for household size and eligible census block groups are typically those where 51% of households are LMI. HUD allows exceptions to the 51% requirement in higher income jurisdictions that do not have a sufficient number of census block groups meeting this threshold. Per HUD, Milpitas is an exception grantee and therefore has a lower census block group eligibility threshold of 37.73% LMI for CDBG activities as of 2024 based on 2020 American Community Survey data.

Federal funds provided through HUD’s CDBG program are intended to primarily focus on activities that will benefit LMI households whose incomes do not exceed 80% of the area median family income (AMI), with adjustments for household size. HUD defines LMI households to include the following three income tiers below:

- Extremely Low-Income: households earning 30% or less than the AMI
- Very Low-Income: households earning 50% or less than the AMI
- Low-Income: households earning 80% or less than the AMI

Moderate-income households, although not labeled in the HUD defined income tiers above, are included within the tier ‘Low-Income’. HUD defines Moderate Income as a household/family whose income is equal to or less than 80% of AMI but greater than Section 8 Very Low Income (50% of AMI) established by HUD.

Based on CHAS 2016-2020 data, within Milpitas, 15,570 or 35% of households are defined as low income, with the following breakdown:

- 13% (2,929 households) are extremely low income;
- 9% (2,070 households) are very low income; and
- 13% (2,894 households) are low income

2. Summary of the objectives and outcomes identified in the Plan

The objective of the Consolidated Plan is to gather information from the community and all partners, as well as demographic and economic data to analyze needs and gaps related to affordable housing, homelessness, programs specific to special needs population, and community development. This information is used to make data-driven decisions to establish community priorities, goals and strategies based on current conditions, expected funds, and local capacity. Through data collection, outreach, and analysis presented in this plan, a clear outline of the priority needs within the City is formed, along with the projects and facilities that are most likely to aid in the development of the City’s Consolidated Plan. Priority needs identified by City Council and through this Consolidated Plan include:

1. Supportive services for low and moderate income and special needs (seniors, domestic violence survivors, youth) households—the Council emphasized that public services are a high priority need;²
2. Providing safe and transitional shelter to unhoused residents—high priority need;
3. Public improvements in neighborhoods with need—moderate priority;
4. Economic development activities for low and moderate income residents—moderate priority.

The City of Milpitas has therefore identified the following goals for the 2025-2029 Consolidated Plan through extensive data analysis and community outreach:

1. Maintain and preserve existing affordable housing;
2. Provide supportive services for low and moderate income and special populations (seniors, domestic violence survivors, youth) including case management, and legal assistance;
3. Respond to homelessness and risk of homelessness through housing stabilization, supportive services and economic resiliency programs;
4. Invest in infrastructure and public facility improvements that prioritize safety, accessibility and community building;
5. Invest in projects that increase opportunities for workforce development;

3. Evaluation of past performance

The City is responsible for ensuring compliance with all rules and regulations associated with the CDBG entitlement grant program. The City's Annual Action Plans and Consolidated Annual Performance and Evaluation Reports (CAPER) have provided many details about the goals, projects and programs completed by the City over the past five years. A review of past consolidated annual performance and evaluation reports reveals a strong record of performance in the use of CDBG funds.

The City will meet or exceed the quantitative goals and objectives of its previous Consolidated Plan. The process implemented by the City has been effective with an annual evaluation of funding allocation and a bi-annual review of funding priorities. The City recognizes that the evaluation of past performance is important to ensure the City is implementing activities effectively.

4. Summary of citizen participation process and consultation process

The City of Milpitas coordinated closely with Santa Clara County and other entitlement jurisdictions in stakeholder consultation and resident engagement to leverage opportunities and minimize duplication.

Engagement included:

- A Consolidated Plan website—www.letstalkhousingscc.org—with information about the planning process including a short video; a link to the resident survey and activities to prioritize

housing and community development needs; and community resources. The website contains a translation feature for easy conversion into multiple languages.

- A community survey, available between October and December 2024, and promoted through supportive service and public agencies that work with low and moderate income residents, city social media, and the Consolidated Plan website.
- Two virtual regional workshops open to all residents living in and stakeholders serving residents in the county. The workshops included a brief overview about the Planning process, simple activities to express priority needs, and in-depth discussions about needs in breakout rooms. Interpretation was available in Spanish, Vietnamese and Mandarin.
- Three virtual focus groups with stakeholders in housing, supportive services, and community development serving residents throughout the county. After a brief presentation about the Consolidated Plan process—including information on how to circulate the survey and letstalkhousingscc.org website to clients—stakeholders participated in in-depth discussion about priority needs and solutions to needs. Attendees represented affordable housing providers. Service providers serving special needs populations, people with lived experience, legal advocates, childcare service providers, public health agencies, mental health service providers, and others.
- Interviews with the Continuum of Care, and county staff.

Engagement specific to the City of Milpitas included:

- Community meeting with the Community Housing Commission on April 2, 2025.
- Public Hearings: A public hearing was held on February 4, 2025, with the Milpitas City Council. Staff provided background on the Consolidated Plan and the Annual Action Plan and reviewed the applications received for the 2025-2026 program year. Nine members of the public spoke at the hearing representing a micro-enterprise nonprofit, an affordable senior living facility, two supportive service nonprofits that serve domestic violence survivors, a social worker, an organization that provides legal and protective services to low income seniors (through the local senior center), a small business assistance organization, a housing organization, and a citizen. The YWCA noted a more than 300% increase in domestic violence needs countywide as measured by their services and hotline calls. A second public hearing was held on June 3, 2025, with the Milpitas City Council. Staff provided updates for the Consolidated Plan and Annual Action Plan and proposed 2025-2026 allocation amounts. Eight members of the public spoke at the hearing representing an affordable senior living facility, two supportive service nonprofits that serve domestic violence survivors, an organization that provides necessities to unhoused individuals, an organization that provides legal and protective services to low income seniors (through the local senior center), a small business assistance organization, a housing organization, and a citizen.
- Interviews with nonprofit service providers working with domestic violence survivors and unhoused residents in Milpitas and city staff on economic development, workforce, housing and broadband needs.

5. Summary of public comments

A summary of all comments received and city staff responses to those comments can be found in the community engagement appendix, as well as Process (PR) sections.

6. Summary of comments or views not accepted and the reasons for not accepting them

Not applicable. All comments were accepted.

7. Summary

It is the City's intent that the FY25-29 Consolidated Plan will help improve the quality of life for the residents in the City of Milpitas. By providing residents and stakeholders with the ability to communicate how the CDBG funds should be allocated and prioritized, we believe the CDBG funds will be allocated in the best interest of the City's low- and moderate-income residents.

The Process

PR-05 Lead & Responsible Agencies - 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MILPITAS	Housing

Table 1 – Responsible Agencies

Narrative

The Office of Housing serves as the lead agency in the preparation of the Consolidated Plan as well as the administration of the CDBG program. Per federal law, the preparation of the Consolidated Plan and Annual Action Plan is required by the Department of Housing and Urban Development (HUD). Both the Consolidated Plan and the first-year annual action plan must delineate the priorities and strategies for the use of federal funds.

Every three to five years, as required by HUD, the City of Milpitas must prepare a Consolidated Plan outlining the strategies used to meet a variety of housing and non-housing community needs. The last Consolidated Plan covered a 3 year timeframe in order to better align with the other jurisdictions in Santa Clara County. Therefore, Milpitas will be submitting a five-year Consolidated Plan for 2025-2029 in order to align our Consolidated Plan timeline with the rest of region. The preparation of Milpitas five-year Consolidated Plan provides the analysis and financial resources to address the housing and non-housing community services of those residents that require assistance in housing and a variety of public services to fit their specific needs.

Consolidated Plan Public Contact Information

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PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

Public participation plays a central role in the development of the Consolidated Plan. The City of Milpitas coordinated closely with Santa Clara County and other entitlement jurisdictions in stakeholder consultation and resident engagement to leverage opportunities and minimize duplication. Community outreach included:

- A Consolidated Plan website www.letstalkhousingscc.org with information about the planning process including a short video and presentation; a link to the resident survey and activities to prioritize housing and community development needs; and community resources. The website enabled translation into multiple languages.
- A community survey, available from October to December 2024, and promoted through supportive service and public agencies that work with low and moderate income residents, city social media, and the Consolidated Plan website.
- Two virtual regional workshops open to all residents living in and stakeholders serving residents in the county. The workshops included a brief overview about the Planning process, simple activities to express priority needs, and in-depth discussions about needs in breakout rooms. Interpretation was available in Spanish, Vietnamese and Mandarin.
- Three focus groups with stakeholders in housing, supportive services, and community development serving residents throughout the county. After a brief presentation about the Consolidated Plan process including information on how to circulate the survey and letstalkhousingscc.org website to clients, stakeholders participated in in-depth discussion about priority needs and solutions to needs. Attendees represented affordable housing developers, nonprofit housing rehabilitation providers, unhoused service providers, community organizations and advocates for special needs populations, people with lived experience, legal advocates, childcare service providers, and public housing staff.
- One-on-one interviews with the Continuum of Care and coordination with the City of San Jose, who receives HOPWA and ESG funding and distributes that funding to the County's public service departments.
- One-on-one interviews with nonprofit service providers working with domestic violence survivors and unhoused residents in Milpitas.
- Community meeting with the Community Housing Commission on April 2, 2025.
- Public Hearings: A public hearing was held on February 4, 2025, with the Milpitas City Council. Staff provided background on the Consolidated Plan and the Annual Action Plan and reviewed the applications received for the 2025-2026 program year. Nine members of the public spoke at the hearing representing a micro-enterprise nonprofit, an affordable senior living facility, two supportive service nonprofits that serve domestic violence survivors, a social worker, an organization that provides legal and protective services to low income seniors (through the local

senior center), a small business assistance organization, a housing organization, and a citizen. The YWCA noted a more than 300% increase in domestic violence needs countywide as measured by their services and hotline calls. A second public hearing was held on June 3, 2025, with the Milpitas City Council. Staff provided updates for the Consolidated Plan and Annual Action Plan and proposed 2025-2026 allocation amounts. Eight members of the public spoke at the hearing representing an affordable senior living facility, two supportive service nonprofits that serve domestic violence survivors, an organization that provides necessities to unhoused individuals, an organization that provides legal and protective services to low income seniors (through the local senior center), a small business assistance organization, a housing organization, and a citizen.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The County of Santa Clara is the lead government agency for coordinating, planning, and distributing funding for homeless programs and services in Santa Clara County. The agency has implemented a coordinated, system-wide response to homelessness, known as the County of Santa Clara Supportive Housing System. This system integrates the efforts of the Continuum of Care (CoC), a consortium of partners who collectively work to prevent and end homelessness, with the County of Santa Clara as the lead partner. The CoC is also responsible for planning and conducting the Point-in-Time (PIT) count every two years.

The County of Santa Clara, through its Office of Supportive Housing (OSH), is responsible for applying for federal and state grants on behalf of the region; coordinating access and referrals to housing programs; setting performance benchmarks; and collecting and managing data on homelessness.

The City of Milpitas is one of many agencies and organizations who interface with the County of Santa Clara Supportive Housing System. While the City does not have direct access to HMIS, it does receive its homeless data from the system, and staff work closely with HMIS staff at the County of Santa Clara to deepen understanding of the data and make suggestions where possible.

Stakeholders that are part of the CoC represent local jurisdictions and include community- and faith-based organizations; the Santa Clara County Housing Authority (SCCHA); governmental departments; health service agencies; homeless advocates; consumers; and research, policy and planning groups. The management information system utilized by the CoC is referred to as HMIS (Homeless Management Information System), which monitors outcomes and performance measures for all the homeless services agencies funded by the County.

According to the 2023 Point-in-Time (PIT) count, there were a total of 142 homeless persons in Milpitas all of whom were unsheltered underscoring the critical need for shelter and homelessness supportive and preventative services in the City.

The City of Milpitas participates in the Community Plan Implementation Team which includes members of the regional CoC and a range of community stakeholders to evaluate County progress in meeting homeless goals and metrics, identify gaps in homeless services and systems, establish funding priorities, and to pursue a systematic and coordinated approach to addressing and ending homelessness.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

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The County of Santa Clara, through its Office of Supportive Housing (OSH), is responsible for applying for federal and state grants on behalf of the region; coordinating access and referrals to housing programs; setting performance benchmarks; and collecting and managing data on homelessness.

Stakeholders that are part of the CoC represent local jurisdictions and include community- and faith-based organizations; the Santa Clara County Housing Authority (SCCHA); governmental departments; health service agencies; homeless advocates; consumers; and research, policy and planning groups. The management information system utilized by the CoC is referred to as HMIS (Homeless Management Information System), which monitors outcomes and performance measures for all the homeless services agencies funded by the County.

The City of Milpitas is one of many agencies and organizations who interface with the County of Santa Clara's Supportive Housing System. While the City does not have direct access to HMIS, it does receive its homeless data from the system, and staff work closely with HMIS staff at the County of Santa Clara to deepen understanding of the data and make suggestions where possible. The City has a contract with WeHOPE for 2 homeless outreach case managers who conduct VI-SPDAT assessments and input data into HMIS. The City works with the CoC to centralize all referrals to shelters through Here4you hotline. The City of Milpitas is requesting HMIS access in order to better connect residents with services more quickly and is also planning to create a by name list of unhoused residents for more individualized case management and sustainable solutions to homelessness prevention in the City.

Milpitas participates in the Community Plan Implementation Team which includes members of the regional CoC and a range of community stakeholders to evaluate County progress in meeting homeless goals and metrics, identify gaps in homeless services and systems, establish funding priorities, and to pursue a systematic and coordinated approach to addressing and ending homelessness.

City of Milpitas has consistently collaborated with the County to address the needs of the unhoused population in the city including:

- Participation in the preparation of the 2020-2025 Community Plan to End Homelessness in Santa Clara County. The Plan identifies strategies to address the needs of homeless persons in the county, including chronically homeless individuals and families, families with children, veterans, and unaccompanied youth. Additionally, it also intended to address the needs of person at risk of homelessness.
- Launched a pilot program with a \$200,000 revenue agreement from the County to provide weekly hot shower and laundry services to the unhoused residents of Milpitas through a regional nonprofit service provider, WeHOPE, to operate the Dignity on Wheels program, which includes mobile shower, mobile laundry, and connecting unhoused residents with resources.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Milpitas does not receive Emergency Shelter Grant (ESG) funding however the City participates with the CoC to address homeless issues.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Abode Services, inc.
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
2	Agency/Group/Organization	Alta Housing (Formerly Palo Alto Housing Corporation)
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
3	Agency/Group/Organization	Bay Area Legal Aid
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Service-Fair Housing Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
4	Agency/Group/Organization	Santa Clara County Behavioral Health Services Department Harm Reduction Project
	Agency/Group/Organization Type	Services - Housing Services-Health Services - Victims Health Agency Child Welfare Agency Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
5	Agency/Group/Organization	BRIDGE HOUSING CORPORATION
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.

6	Agency/Group/Organization	Caminar
	Agency/Group/Organization Type	Services - Housing Services-Health Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
7	Agency/Group/Organization	County of Santa Clara Community Agency for Resources, Advocacy, and Services (CARAS)
	Agency/Group/Organization Type	Services - Housing Services-Health Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
8	Agency/Group/Organization	CASA
	Agency/Group/Organization Type	Services-Children Services-Health Services - Victims Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
9	Agency/Group/Organization	CATHOLIC CHARITIES OF SANTA CLARA COUNTY
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
10	Agency/Group/Organization	City of Milpitas Planning and Neighborhood Services
	Agency/Group/Organization Type	Other government - Local

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
11	Agency/Group/Organization	CityTeam
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.

12	Agency/Group/Organization	Santa Clara County Office of LGBTQ Affairs
	Agency/Group/Organization Type	Services - Housing Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
13	Agency/Group/Organization	Destination Home
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
14	Agency/Group/Organization	Downtown Streets Team
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Health Services-Employment

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
15	Agency/Group/Organization	EDEN Housing Inc.
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
16	Agency/Group/Organization	Golden State Manufactured Homeowners League Inc.
	Agency/Group/Organization Type	Housing Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.

17	Agency/Group/Organization	HOUSING TRUST SILICON VALLEY
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
18	Agency/Group/Organization	JAMBOREE HOUSING CORPORATION
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
19	Agency/Group/Organization	Lived Experience Advisory Board of Silicon Valley (LEABsv)
	Agency/Group/Organization Type	Housing Services-homeless Planning organization Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
20	Agency/Group/Organization	NEXT DOOR SOLUTIONS TO DOMESTIC VIOLENCE
	Agency/Group/Organization Type	Housing Services - Housing Services-Victims of Domestic Violence Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Families with children Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
21	Agency/Group/Organization	Life Moves
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Health Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
22	Agency/Group/Organization	PATH Ventures
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Health Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
23	Agency/Group/Organization	Pride Social South County
	Agency/Group/Organization Type	Services - Housing Services-Health Services-Education Services-Employment Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.

24	Agency/Group/Organization	Project Sentinel
	Agency/Group/Organization Type	Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
25	Agency/Group/Organization	REBUILDING TOGETHER SILICON VALLEY
	Agency/Group/Organization Type	Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Individual stakeholder interview. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
26	Agency/Group/Organization	RESOURCES FOR COMMUNITY DEVELOPMENT
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.

27	Agency/Group/Organization	San Andreas Regional Center
	Agency/Group/Organization Type	Services - Housing Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
28	Agency/Group/Organization	Santa Clara County Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Individual Stakeholder Interview. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
29	Agency/Group/Organization	Satellite Affordable Housing Associates
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.

30	Agency/Group/Organization	SENIOR ADULTS LEGAL ASSISTANCE
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
31	Agency/Group/Organization	SILICON VALLEY INDEPENDENT LIVING CENTER
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
32	Agency/Group/Organization	Somos Mayfair, Inc.
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs Market Analysis

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
33	Agency/Group/Organization	Sourcewise
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
34	Agency/Group/Organization	The LGBTQ Youth Space
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Health Services-Education Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.

35	Agency/Group/Organization	United Way Bay Area
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
36	Agency/Group/Organization	Wee Care, Inc. (DBA Upwards)
	Agency/Group/Organization Type	Services-Children Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
37	Agency/Group/Organization	Vista Center for the Blind
	Agency/Group/Organization Type	Services - Housing Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder focus group. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
38	Agency/Group/Organization	YWCA IN SCV
	Agency/Group/Organization Type	Housing Services - Housing Services-Victims of Domestic Violence Services-Health Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Individual stakeholder interview. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
39	Agency/Group/Organization	WeHOPE
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Market Analysis

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Individual stakeholder interview. Anticipated outcomes and areas for improved coordination are referenced in relevant sections throughout this report and a comprehensive summary of stakeholder feedback is provided in the appendix.
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Identify any Agency Types not consulted and provide rationale for not consulting

Not applicable. No agency types were intentionally left out of the consultation process. Over twenty agency types were contacted during the consultation process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Regional Continuum of Care Council	The CoC works to alleviate the impact of homelessness in the community through the cooperation and collaboration of social service providers. This effort aligns with the Strategic Plan goal to support activities to end homelessness.
City of Milpitas Housing Element	City of Milpitas	Housing Element serves as a policy guide to help the City meet its existing and future housing needs. This effort aligns with the Strategic Plan goal to assist in the creation and preservation of affordable housing.
Santa Clara County Hazard Mitigation	Santa Clara County	Data from the Hazard Mitigation Plan was used to assess vulnerability to hazards and critical facilities in place to respond in Milpitas.
2023 HIV Epidemiology Report	Santa Clara County Department of Public Health	Identifies high-risk populations and plans for reducing HIV diagnoses with increased testing and access to PrEP.
Community Plan to End Homelessness	Destination Home	A five-year plan (2020-2025) to guide governmental, nonprofits, and other community members as they make decisions about funding, programs, priorities and needs.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The Consolidated Plan was developed with close coordination with jurisdictional partners in Santa Clara County. The Santa Clara County Office of Supportive Housing (OSH) initiated the collaborative effort by bringing together all entitlement jurisdictions in spring 2024. The jurisdictions issued a joint RFP to hire a consultant team to complete the plans. The entitlement grantee jurisdictions involved in the collaborative effort included: Cupertino, Gilroy, Milpitas, Mountain View, Palo Alto, City of Santa Clara, and Sunnyvale, as well as the urban county.

Collaboration on stakeholder engagement and resident participation to inform the plan began with a meeting to discuss a proposed engagement plan. The jurisdictions provided lists of priority stakeholders and organizations for engagement, to avoid duplication in outreach efforts. Collaborative engagement consisted of two regional open houses held in the evening and virtually to enable both residents and stakeholders to attend; three stakeholder consultation workshops held on varying days and times in December; and a joint community survey, which was promoted widely by the jurisdictions.

The jurisdictions also prepared a joint regional housing market assessment, with jurisdiction-level market data, to enable jurisdictions to compare housing needs and provide uniform market data in the plans.

The Association of Bay Area Governments (ABAG) was invited to participate in a meeting to discuss housing and community development needs. ABAG shared relevant reports for incorporation into the Consolidated Plans.

In addition, the County hosts and jurisdictions attend CDBG Coordinators and Regional Housing Working Group meetings. During these meetings, projects benefitting the homeless and special needs housing are discussed as is pending legislation and local initiatives that impact affordable housing and services for lower income households. Jurisdiction staff also support the countywide biennial Homeless Census. Results from the Census are used to identify homeless populations throughout the County and to implement strategies and service priorities to address their needs.

Narrative

Santa Clara County Association of Planning Officials (SCAPPO) is a regional meeting for local planning officials to attend, cooperate, and coordinate with one another on regional issues. Items related to the consolidated plan are commonly discussed.

PR-15 Citizen Participation - 91.105, 91.115, 91.200 (c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Milpitas coordinated closely with Santa Clara County and other entitlement jurisdictions in stakeholder consultation and resident engagement to leverage opportunities and minimize duplication.

Engagement that was done in coordination with the County and was targeted to residents included:

- A Consolidated Plan website—www.letstalkhousingscc.org—with information about the Planning process; a link to the resident survey and activities to prioritize housing and community development needs; and community resources.
- A community survey, available between October and December 2024, and promoted through supportive service and public agencies that work with low and moderate income residents, city social media, and the Consolidated Plan website.
- Two virtual regional workshops open to all residents living in Santa Clara County and stakeholders serving residents in the county. The workshops included a brief overview about the Planning process, simple activities to express priority needs, and in-depth discussions about needs in breakout rooms. Interpretation was available in Spanish, Vietnamese and Mandarin.
- Public hearings: A public hearing was held on February 4, 2025, with the Milpitas City Council. Staff provided background on the Consolidated Plan and the Annual Action Plan and reviewed the applications received for the 2025-2026 program year. A total of nine public comments were provided. Eight of the public comments received were from prospective applicants summarizing its proposed activities and how the activities would benefit Milpitas residents. A second public hearing was held on June 3, 2025, with the Milpitas City Council. Staff provided updates for the Consolidated Plan and Annual Action Plan and proposed 2025-2026 allocation amounts. A total of eight public comments were provided. Seven of the public comments received were from prospective applicants summarizing its proposed activities and how the activities would benefit Milpitas residents.
- On April 1, 2025, the Community Housing Commission (CHC) held a public meeting to review the FY2025-2026 Community Development Block Grant (CDBG) eligible applications received. Applicants were invited to present their proposed programs to the commission. A total of sixteen (16) applications were reviewed and thirteen (13) applicants provided public comment. Once public comment concluded, the commission was invited to provide feedback and rank the priority areas they believe should be funded. Below is the ranking by the CHC of the public services priority areas.

1. Senior Services
2. Housing Services
3. Homeless Services
4. Disability Services
5. Victims of Domestic Violence
6. Youth/Teen Services
7. Counseling Service

A complete survey analysis and overview of resident engagement were provided in the appendix of this plan. Below are resident respondent demographics and key findings for North Santa Clara County:

- 955 respondents, 79 stakeholders (also residents),
- 28 responses from Milpitas 29% have income less than \$50k, 32% have incomes less than \$100k 21% have some type of disability 21% identify as Hispanic/Latino, 29% identify as Non-Hispanic White, 14% other race/ethnicity 11% are precariously housed, 43% are homeowners, 25% are renters

Survey respondents were asked to identify critical community and economic development needs in Milpitas with the following options having the highest frequency of selection:

- Job training opportunities (43%),
- Help for small businesses (29%)
- Food pantries (25%)
- Mental health services (25%)
- Youth activities (25%);

Section will be updated after the April 7 public hearing.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Consolidated Plan Website	Non-targeted/broad community	N/A	2 comments received from County overall. Comments referred to lack of affordable housing and assistance programs and support for survivors of domestic violence.	All comments accepted	letstalkhousing.org
2	Consolidated Plan Website	Non-targeted/broad community	1634 total responses countywide including 213 stakeholders.	Full survey analysis provided in appendix	All comments accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Consolidated Plan Website	Minorities Non-English Speaking - Specify other language: Chinese, Vietnamese, Spanish Persons with disabilities Non-targeted/broad community	55 total participants between the 2 sessions provided.	Provided in community engagement summary in appendix and referenced in relevant sections through the report.	All comments accepted	
4	Consolidated Plan Website	Stakeholders	72 total stakeholder participants across the 3 sessions provided.	Provided in community engagement summary in appendix and referenced in relevant sections through the report.	All comments accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Hearing	Non-targeted/broad community	A public hearing was held on February 4, 2025, with the Milpitas City Council. Staff provided background on the Consolidated Plan and the Annual Action Plan and reviewed the applications received for the 2025-2026 program year. A total of 50 residents attended the first public hearing, and 80 residents attended the second public hearing.	First public meeting: A total of eight public comments were provided. Seven of the public comments received were from prospective applicants summarizing its proposed activities and how the activities would benefit Milpitas residents. Second Public Meeting: A total of nine public comments were provided. Eight of the public comments received were from prospective applicants summarizing its proposed activities and how the activities would benefit Milpitas residents.		
	Consolidated Plan		MILPITAS		36	

OMB Control No: 2506-0117 (exp. 09/30/2021)

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Public Meeting	Non-targeted/broad community	A community meeting was held on April 2, 2025, with the Community Housing Commission. The public meeting was held to review the 2025-2026 program applications, hear from the applicants, and rank community priority areas. The commissioners feedback will be provided after the meeting. A total of 20 in attendance of the community meeting.	Comments are provided in the community engagement appendix.	All comments accepted.	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

Needs Assessment Overview

The majority of data utilized in the Needs Assessment section of this Consolidated Plan is provided by HUD for the purpose of preparing the Consolidated Plan. HUD periodically receives custom tabulations of data from the U.S. Census Bureau that are largely not available through standard Census products. Known as the Comprehensive Housing Affordability Strategy (CHAS) data, it demonstrates the extent of housing problems and housing needs, particularly for low income households. The CHAS data is used by local governments to plan how to spend HUD funds, and may also be used by HUD to distribute grant funds. When CHAS data is not available or appropriate, other data is utilized, including 2010 U.S. Census data and American Community Survey (ACS) 2010, 2018 and 2023 5-year estimates.

The most critical housing needs in Milpitas and the populations most affected, based on the analysis of HUD-provided Comprehensive Housing Affordability Strategy (CHAS) and associated data, include:

- Moderate and severe cost burden are the most significant issues for both renter and owner households in Milpitas, with owners reporting cost burden at a slightly higher rate than renters;
- 1,025 renters, or 29% of all renters with incomes less than 100% HAMFI (approximately \$180k for a family of four), pay more than 50% of their gross household income in housing costs and, as such, face severe cost burden, an additional 1,155 renters, or 32% of renters in this income group pay more than 30% of their gross household income in housing costs and experience moderate cost burden;
- Owners with incomes below 100% HAMFI report cost burden at a slightly higher rate with 38% reporting severe cost burden (1,259 owners) and 41% (1,350 owners) experiencing moderate cost burden;
- 1,190 renters, or 35% of renters with incomes below 100% HAMFI are living in crowded conditions with 345 of these renters living in severely crowded conditions defined as more than 1.5 people per room;
- Households with the oldest adults (75 years and older) are much more likely to be extremely low income (41% have incomes below 30% of the area median income) than households with adults between 62 and 74 in age and those with young children (15% and 6% are extremely low income respectively);
- Persons with disabilities comprise 8.2% of the total resident population in Milpitas (6,277 persons with disabilities), according to 2023 American Community Survey (ACS) 5 year estimates. The number of households with disabilities totals 4,370. Of these households,

according to CHAS data, 47% have housing needs—or 2,065 households. The need is high across disability types.

- Reported housing problems exist across race/ethnicity for households at or below 30% AMI, with significant disproportionate housing needs for Black/African American households compared to the jurisdiction as a whole across all income groups.

The current and five-year projected needs by household income and household type, based on CHAS 2016-2020 data are shown in the attached table.

Household Type	Current			Future
	Total HH	# HH With Hsg Need	% with Need	Hsg Need in 5 Yr
All Low Income Households (<80% AMI)	7,893	5,733	73%	5,837
By Income				
Extremely low income households (<30% AMI)	2,929	2,349	80%	2,392
Very low income households (30-50% AMI)	2,070	1,565	76%	1,593
Low income households (50-80% AMI)	2,894	1,819	63%	1,852
By Tenure				
Low Income Renters (<80% AMI)	3,670	2,930	80%	2,983
Low Income Owners (<80% AMI)	4,226	2,474	59%	2,519
By HH Type				
Low Income Small Related HH	3,419	2,199	64%	2,239
Single householders	4,104	281	7%	286
With disability	4,370	2,065	47%	2,103
Low Income Large Related HH	1,105	634	57%	646
Elderly Low Income HH	3,692	1,323	36%	1,347

Figure 1 Future Needs

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

This section provides an overview of the housing needs present in the City, including the degree and distribution of “housing problems” within multiple income brackets.

HUD defines housing problems as units or households with one or more of the following characteristics:

- Housing lacking complete kitchen facilities;
- Housing lacking complete plumbing facilities;
- Overcrowded housing, meaning 1-1.5 persons per room (not only bedrooms); or
- Cost burdened households—paying more than 30% of income toward housing costs, including utilities.

HUD defines severe housing problems as:

- Severely overcrowded housing with more than 1.5 persons per room
- Severely cost burdened households—paying more than 50% of income toward housing costs, including utilities.

The City’s definition of housing in substandard condition utilizes the California Health and Safety Code, Division 13, Part 1.5 Regulation of Buildings Used for Human Habitation, a Substandard Building is one where there exists any of the conditions listed in section 17920.3 to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof.

Population, Household, and Income Growth

Between 2010 and 2023, according to ACS data, the Milpitas’ population increased by 17% (11,426 people) for an annual growth rate of .36%. Household growth was slower, which indicates an increase of larger households. Median income rose by 90.8%--from \$92,694 in 2010 to \$176,822 in 2023. The strong growth in income compared to modest growth in households indicates displacement of lower income households by higher income households, as well as income growth for existing households.

Demographics	Base Year: 2010	Most Recent Year: 2023	% Change
Population	66,790	78,216	17%
Households	24,480	25,653	5%
Median Income	\$92,694.00	\$176,822.00	91%

Table 5 - Housing Needs Assessment Demographics

Alternate Data Source Name:

American Community Survey 2010 5-year

Data Source Comments:

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	2,929	2,070	2,894	2,360	11,880
Small Family Households	965	955	1,499	1,235	7,525
Large Family Households	160	455	490	505	1,365
Household contains at least one person 62-74 years of age	744	550	714	460	2,338
Household contains at least one person age 75 or older	945	294	445	275	365
Households with one or more children 6 years old or younger	249	505	489	575	2,029

Table 6 - Total Households Table

Data Source: 2016-2020 CHAS

Number of Households Table Overview

This table shows households by income category and household characteristic. Numerically, the largest number of low income households are extremely low income and those with the oldest adults, with incomes lower than 30% of the area median income (or incomes lower than \$55,300 per year for a family of 4 in 2024) and with a household member over 75. Forty-one percent of these households are extremely low income.

Extremely low income households represent 13% of all households in Milpitas. Very low income households—those with incomes between 31% and 50% of the area median income—represent 9% of all households, while low income households—50% to 80% of the area median income-- represent 13%.

Large family households are more likely to be lower income than small family households (36% of large family households are low income compared to 28% of small family households), although total households is smaller in numbers than small family households.

By age, households with the oldest adults (75 years and older) are much more likely to be extremely low income (41% have incomes below 30% of the area median income) than households with adults between 62 and 74 in age and those with young children (15% and 6% are extremely low income respectively).

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	15	10	0	0	25	15	25	0	0	40
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	0	85	125	135	345	10	20	15	105	150
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	195	230	210	210	845	10	30	225	75	340
Housing cost burden greater than 50% of income (and none of the above problems)	680	270	75	0	1,025	740	240	224	55	1,259
Housing cost burden greater than 30% of income (and none of the above problems)	100	415	520	120	1,155	255	240	425	430	1,350

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Zero/negative Income (and none of the above problems)	175	0	0	0	175	154	0	0	0	154

Table 7 – Housing Problems Table

Data 2016-2020 CHAS
Source:

Housing Needs Summary Table Overview

The table below shows the number of households with housing needs, according to HUD's definitions of need. The greatest needs based on the data in the table are severe cost burden for extremely low income households, both renters and owners, and cost burden for low income households. Specifically,

- 680 renters, or 49% of extremely low income renters, pay more than 50% of their gross household income in housing costs and, as such, face severe cost burden;
- 740 owners, or 48% of extremely low income owners, pay more than 50% of their gross household income in housing costs and, as such, face severe cost burden; and
- 520 renters, or 46% of renters with incomes between 51% and 8% of the area median income, pay 30% of their gross incomes in housing costs and are cost burdened.
- 1,025 renters regardless of income are severely cost burdened and 1,155 are cost burdened.

Housing Problems (Households with one of the listed needs)

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	890	595	410	350	2,245	780	315	459	235	1,789
Having none of four housing problems	505	545	725	595	2,370	754	619	1,299	1,180	3,852

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data 2016-2020 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	400	460	480	1,340	250	240	369	859
Large Related	90	190	40	320	64	120	130	314
Elderly	345	59	60	464	560	139	160	859
Other	100	150	200	450	159	40	35	234
Total need by income	935	859	780	2,574	1,033	539	694	2,266

Table 9 – Cost Burden > 30%

Data 2016-2020 CHAS
Source:

Cost Burden Table Overview

The table below isolates the housing problem of cost burden and shows the number of households facing burden by household type. Overall, 2,574 renters and 2,266 owners at less than 80% AMI in Milpitas face cost burden. Extremely low income renters who are cost burdened (with incomes of 30% of the area median income and less) total 935 and account for 36% of those burdened. There are 1,033 extremely low income owners who are cost burdened comprising 46% of those burdened.

By household type, large, related households have the highest share of households who are burdened for incomes at 50%AMI and lower, however, there are fewer large households in Milpitas. Extremely low income elderly households report cost burden at 54%. This compares to 67% of small households, and a very high 96% of large households.

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	190	190	205	145	0	350
Large Related	0	0	25	25	60	10	0	70
Elderly	270	45	0	315	350	105	25	480
Other	0	90	40	130	155	0	0	155
Total need by income	270	135	255	660	770	260	25	1,055

Table 10 – Cost Burden > 50%

Data Source: 2016-2020 CHAS

Severe Cost Burden Table Overview

The table below isolates the housing problem of severe cost burden and shows the number of households facing burden by household type.

Overall, 660 renters and 1,065 owners in Milpitas face severe cost burden. For both renters and owners, most severely cost burdened renters are not surprisingly those with incomes below 30% of the area median income. Owners who are severely cost burdened are most likely to be extremely low income elderly households, who are struggling to afford property taxes, insurance, and the costs of maintaining their homes.

By household type, elderly households represent all of households who are extremely low income and severely cost burdened.

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	155	305	255	310	1,025	20	55	85	165	325

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Multiple, unrelated family households	0	20	40	35	95	0	20	155	15	190
Other, non-family households	40	0	40	0	80	0	0	0	0	0
Total need by income	195	325	335	345	1,200	20	75	240	180	515

Table 11 – Crowding Information – 1/2

Data Source: 2016-2020 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source: Data not available.

Describe the number and type of single person households in need of housing assistance.

According to 2023 American Community Survey (ACS) 1 year estimates, there are a total of 4,096 single person households in the City of Milpitas which represents 16% of total households in Milpitas. Single person households likely face affordability challenges and are at an increased risk of displacement and housing instability due to the limited availability of affordable housing in Milpitas and countywide.

Additionally, according to an analysis of demographic data for households enrolled in the County's Rapid Rehousing (RRH) programs between September 2023 and August 2024, for example, single adults comprised the largest share of households enrolled in RRH programs at 58% (1,026 single adult households). Single person households also have a need for prevention services that respond to immediate needs, as demonstrated by the large share of single adult households served by the Emergency Assistance Network Homelessness Prevention Services (EAN HP) program. According to the County's OSH, between December 2022 and November 2023, half (50%) of households who received EAN HP were single adult households.

It is important to note that the majority of persons who participated in the survey following the 2023 January Point-in-Time (PIT) count self-reported living alone at the time they became homeless with 79% reporting that they were living in a single person household. (This represents a total of 798 homeless single person households in Santa Clara County in 2023.)

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Residents with a disability. In 2023, there were a total of 6,793 residents with disabilities living in the City of Milpitas (9% of the total resident population), according to 1 year ACS estimates. Persons with disabilities often live on fixed or limited incomes and have a limited ability to work which means that they require access to housing assistance and affordable housing to avoid housing instability and homelessness. These needs are demonstrated by the large number of individuals who self-reported having a disability during the 2023 Point-in-Time (PIT) count. According to the PIT survey, a total of 522 homeless persons self-reported having at least one disabling condition (or 52% of survey participants). Psychiatric or emotional conditions are common challenges with 31% reporting that they experience these challenges, followed by 29% with post-traumatic stress disorder; 26% with drug or alcohol addictions; 25% with a chronic health problem or medical condition; 21% with a physical disability; 9% with an intellectual or developmental disability; and 3% with an HIV/AIDS-related illness.

Additionally, a large number of individuals self-reporting a chronic health conditions when enrolling in rapid re-housing (RRH) programs. (Almost half of single adult households reported chronic health conditions during the 2023 to 2024 reporting period.) These data demonstrate the need to provide these households with access to RRH programs which include rental housing subsidies, case management, and connections to supportive services.

Survivors of domestic violence. Data on the number of persons experiencing domestic violence, dating violence, sexual assault, and/or stalking are available at the County level. Domestic violence, trafficking, and unsafe housing conditions place households at significant risk of housing instability, financial insecurity, and homelessness. According to the 2023 PIT survey, 8% of homeless persons entered homelessness because they were fleeing domestic violence.

What are the most common housing problems?

Housing cost burden greater than 50% of income represents the greatest of housing problems. Of the eligible households, 660 renter occupied households and 1,065 owner households who have incomes between 0-30% AMI experience a housing cost burden greater than 50% of their current income.

Are any populations/household types more affected than others by these problems?

Extremely low income elderly households are the most impacted by severe cost burden and represent all of the households in this category for renters.

Low to moderate income renter households are more likely than LMI owner households to experience crowding, particularly single family households. At 50-80% AMI, larger multifamily owner households experience more crowding than other types of owner households.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Extremely low to low income households with severe cost burden, and/or crowding are at the greatest risk of being unhoused. Households who are older and living on fixed incomes, and households with disabilities are particularly vulnerable. To understand the characteristics of persons experiencing homelessness and captured in countywide 2023 Point-in-Time (PIT) are also useful. Of those experiencing homelessness in January 2023:

People of all ages experience homelessness in the county. About half (49%) homeless persons were middle-aged (35 to 54) and 29% were age 55 and older. Twenty-two percent (22%) were under age 35 and less than 1% were under 18 years. Around a quarter (26%) reported experiencing their first episode of homelessness as a young adult (18 to 24).

White residents (47%) comprised the largest share of the homeless population followed by individuals who identify as a different racial group (18%), Black (15%), multiracial (7%), and/or Asian (6%). Less than 5% of homeless persons identified as other races. Forty-one percent were of Hispanic ethnicity.

Men were more likely to be homeless: 66% self-identified as male compared to 32% of females. Additionally, only 3% self-reported that they were currently pregnant while homeless.

Demographics for the County's homeless population are only provided at the County level and do not provide insight on the at-risk populations living in the City of Milpitas. As such, it is useful to supplement these analyses by comparing the distribution of households with extremely low incomes (below \$25,000/year) in Milpitas by race and ethnicity to the distribution of the overall homeless population by race and ethnicity.

According to 2023 5 year American Community Survey (ACS) estimates, 7% of the City's total households have incomes below \$25,000/year or 1,840 households within this income range. Of these households: Asian households (75%) comprise the largest share followed by Hispanic households (12%), White households (11%), and households who identify as a different racial group (7%).

The distribution of Milpitas households earning below \$25,000/year by race and ethnicity varies significantly from the distribution of the County's homeless population by race and ethnicity which shows Asian persons comprising only 6% of the total homeless population in the County of Santa Clara

with White residents, Hispanic residents, and residents of different racial groups comprising much larger shares of the total population experiencing homelessness.

Households receiving Rapid Rehousing Assistance whose Assistance is Ending

According to an analysis of data for households enrolled in the County's Rapid Rehousing (RRH) programs between September 2023 and August 2024:

- Single adults comprised the largest share of households enrolled in RRH programs during this time at 58% (or 1,026 single adult households) followed by households with children (37% or 641 households) and households without children (5% or 88 households).
- Almost half (48%) households enrolled in RRH programs identify as Hispanic or Latino followed by non-Hispanic White (22%) and Black or African American (19%). Nine percent (9%) households in RRH identify as American Indian or Alaska Native and/or as Asian or Asian American.
- Households enrolled in RRH programs self-reported having a mental health disability (31%), chronic health condition (26%), substance use disorder (15%), and/or developmental disability (8%). Incidences of disability are much higher among veterans, single adults, and reentry clients.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The City of Milpitas defines at-risk populations as any household that is unable to pay for or is struggling to afford their monthly rental obligation in our jurisdiction. The HUD definition for populations at imminent risk of homelessness are individuals or households that will lose their primary nighttime residents in 14 days provided that no subsequent residence has been identified and the person/family lacks the resources or support networks to obtain permanent housing.

The Santa Clara County Continuum of Care (CoC) uses a similar definition for populations at-risk of homelessness and housing instability. Households at-risk of homelessness are defined by the CoC as those that are currently housed but are at risk of losing their housing; or the household is unsafe to remain in their current housing. "At-risk" is defined as being within 14 days of losing housing or missing a rent payment while the designation of "unsafe" refers to survivors of domestic violence, dating violence, sexual assault, stalking, sexual harassment, and human trafficking and are afraid to return to their residence.

The County's CoC serves at-risk households through the Homeless Prevention System (HPS) and uses the Vulnerability Index—Service Prioritization Decision Assistance Tool (VI-SPDAT) to identify the most vulnerable populations and to prioritize the groups with the highest needs for appropriate and available housing and supportive services. The County's CoC also reviews local data and national trends regarding at-risk groups to identify risk factors and uses these factors to leverage the Prevention Re-Housing

Vulnerability Index Service Prioritization Decision Assistance Tool (Prevention-VI-SPDAT) which assess household eligibility for the County's HPS.

The Prevention-VI-SPDAT scores income and financial health; history of homelessness; eviction risk; abuse and/or trafficking; interaction with emergency services including criminal justice; and acuity of mental and physical needs. The criteria developed for the HPS include: low income, self-report of imminent risk of homelessness or unsafe housing situations, and a Prevention-VI-SPDAT score of eight or greater. These factors and criteria are in line with the self-reported causes and conditions of homelessness and the characteristics of individuals accessing homeless services, programs, and homeless prevention assistance in Santa Clara County.

In 2024, for example, individuals who accessed the County's Homelessness Prevention (HP) programs reported that the primary reason for requesting assistance was due to income loss (38% or 1,141 people). Other reasons for accessing HP programs included: change in family composition (17%), income reduction (16%), medical emergency (13%), unexpected major expense (6%), and had to leave current living situation (5%).

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

In 2024, 3,014 households who accessed the County's Homelessness Prevention (HP) programs reported that the primary reason for requesting assistance was due to income loss (41% or 1,226 households). Other reasons for accessing HP programs included: change in family composition (17%), income reduction (16%), medical emergency (13%), unexpected major expense (6%), and had to leave current living situation (5%).

Housing instability factors are also evident in the 2,067 households enrolled in prevention programs between December 2022 and November 2023. When asked why they were seeking assistance, households cited reasons including income loss (37%), income reduction (15%), change in family composition (13%), medical emergency (12%), and unexpected major expense (5%). Of the 833 households enrolled in the EAN-HP program, the top reasons for seeking assistance included: income loss (30%), income reduction (15%), medical emergency (13%), moving from temporary arrangement to permanent housing (12%), and unexpected major expense (8%).

¾ The County has a proven process for moving unhoused individuals through the CoC system and helping them attain housing. Limited funding relative to need is a major barrier. On average, there are more than 1,200 people on a wait list to enter the care system and obtain any type of shelter and it can take 30-45 days to get off of the wait list. County staff indicated that the system timing is so long that often by the time someone is contacted for placement, they can no longer be located.

During the stakeholder workshops conducted to inform the City's Consolidated Plan, stakeholders working in the City of Milpitas shared that the shortage of affordable housing in the city is the primary factor contributing to housing instability in Milpitas. When asked which resident groups are impacted the most by the lack of affordable housing, stakeholders identified extremely low income households, seniors and elderly persons, and persons with disabilities as the most vulnerable to instability and homelessness.

Discussion

NA-15 Disproportionately Greater Need: Housing Problems - 91.205(b) (2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

According to HUD, a disproportionate need exists when any group has a housing need that is 10 percentage points or more than the jurisdiction or the household category as a whole. This section assesses the needs of racial and ethnic groups with disproportionately high needs.

The tables below show housing needs for households by area median income range and by race and ethnicity. The data indicate that:

- For 0-30% AMI households, needs are significant across racial and ethnic groups: however, Black/African American households have extreme disproportionate need to the jurisdiction as a whole with 100% of the 99 households indicating a housing need versus 69% of the jurisdiction as a whole;
- For 31-50% AMI households, disproportionate needs persist for Black households when compared to non-Hispanic White households but are similar to the jurisdiction as a whole and disproportionate needs for Hispanic households emerge at 13% higher than the jurisdiction as a whole ;
- For 51-80% AMI households, disproportionate needs become more prevalent for Black households (87%) compared to 63% for the jurisdiction;
- For moderate income, 81-100% AMI households disproportionate needs widen for Black households (86%) compared to 48% for the jurisdiction.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,020	904	0
White	220	190	0
Black / African American	99	0	0
Asian	1,380	554	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	280	135	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,565	509	0
White	154	149	0
Black / African American	45	34	0
Asian	875	260	0
American Indian, Alaska Native	0	10	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Pacific Islander	35	0	0
Hispanic	440	55	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,814	1,079	0
White	235	219	0
Black / African American	100	15	0
Asian	1,229	635	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	225	115	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,130	1,230	0
White	160	210	0
Black / African American	25	4	0

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Asian	850	780	0
American Indian, Alaska Native	0	10	0
Pacific Islander	10	0	0
Hispanic	75	200	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

NA-20 Disproportionately Greater Need: Severe Housing Problems: 91.205 (b) (2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

According to HUD, a disproportionate need exists when any group has a housing need that is 10 percentage points or more than the jurisdiction or the household category as a whole. This section assesses the needs of racial and ethnic groups with disproportionately *severe* housing problems or needs.

The tables below show *severe* housing needs for households by area median income range and by race and ethnicity. The data are similar to moderate housing need and indicate that:

- For 0-30% AMI households, the share of households experiencing severe needs disproportionately high for Black/African American households with all households reporting at least one severe housing problem;
- Similarly, for 31-50% AMI households, Hispanic households have severe needs that are disproportionate to non-Hispanic White households in the city at 14% higher;
- For 51-80% AMI households, no households have disproportionate need by race/ethnicity.
- At the moderate income level (81-100% AMI), Black/African American households have extremely disproportionate needs at 86% versus 25% for the jurisdiction.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,670	1,259	0
White	150	260	0
Black / African American	99	0	0
Asian	1,120	804	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	250	165	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	910	1,164	0
White	104	199	0
Black / African American	40	39	0
Asian	445	690	0
American Indian, Alaska Native	0	10	0
Pacific Islander	35	0	0
Hispanic	285	210	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	869	2,024	0
White	95	359	0
Black / African American	30	80	0
Asian	644	1,220	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	90	250	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	585	1,775	0
White	55	315	0
Black / African American	25	4	0
Asian	435	1,200	0
American Indian, Alaska Native	0	10	0
Pacific Islander	0	10	0
Hispanic	70	210	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

NA-25 Disproportionately Greater Need: Housing Cost Burdens - 91.205 (b) (2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

This section assesses disproportionately greater needs of cost burden. A household is considered cost burdened when paying more than 30% of its gross household income toward housing costs, including utilities, and is severely cost burdened when paying more than 50% of its income toward housing costs.

Among households in Milpitas with incomes less than 100% AMI (approximately \$184,000 annual income), 47% or 4,789 households are cost burdened. Of these cost burdened households, 2,505—or 52%—pay between 30% and 50% of their incomes in housing costs; another 2,284—or 48%—pay more than 50%. Black households are disproportionately likely to experience severe cost burden (greater than 50% of income on housing), with 21% of Black households burdened compared to 12% in the city overall. Hispanic households are disproportionately likely to experience moderate cost burden at 41%, compared to 29% in the jurisdiction overall. Severe cost burden is an indicator of homelessness risk and, as such, Black households have higher risks of homelessness than other race/ethnicities.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	15,507	3,715	2,539	374
White	2,370	440	354	20
Black / African American	460	80	145	0
Asian	10,965	2,660	1,560	269
American Indian, Alaska Native	40	0	0	0
Pacific Islander	15	45	0	0
Hispanic	1,250	430	435	75

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

Discussion

NA-30 Disproportionately Greater Need: Discussion - 91.205 (b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Yes, as discussed above,

- Black households are disproportionately likely to experience severe cost burden compared to the jurisdiction overall, with 21% of Black households burdened compared to 12% overall. Severe cost burden is an indicator of homelessness risk and, as such, Black households have higher risks of homelessness than other races.
- Hispanic households are disproportionately likely to experience moderate cost burden, with 41% severely burdened, compared to 29% in the jurisdiction overall.

By race, ethnicity, and income:

- For 0-30% AMI households, needs are significant across racial and ethnic groups: however, Black/African American households have extreme disproportionate need to the jurisdiction as a whole with 100% of the 99 households indicating a housing need versus 69% of the jurisdiction as a whole;
- For 31-50% AMI households, disproportionate needs persist for Black households when compared to non-Hispanic White households but are similar to the jurisdiction as a whole and disproportionate needs for Hispanic households emerge at 13% higher than the jurisdiction as a whole ;
- For 51-80% AMI households, disproportionate needs become more prevalent for Black households (87%) compared to 63% for the jurisdiction;
- For moderate income, 81-100% AMI households disproportionate needs widen for Black households (86%) compared to 48% for the jurisdiction.

If they have needs not identified above, what are those needs?

Black households have historically experienced the housing market differently due to historical practices. Very low income households are challenged by rent increases, excessive fees, poor condition of housing. Nonprofit organizations to assist these households are supported by the City of Milpitas.

Providing affordable housing including access to housing opportunities that can create wealth, such as homeownership through downpayment assistance, financial counseling and additional BMR programming is also needed.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

No.

NA-35 Public Housing - 91.205 (b)

Introduction

Santa Clara County Housing Authority administers a variety of federal rental assistance programs for use in the County of Santa Clara. These programs are targeted toward low-, very low-, and extremely low-income households, more than 80% of which are extremely low-income families, seniors, veterans, persons with disabilities, and formerly homeless individuals.[1] In Santa Clara County, the vast majority of federal publicly supported housing is provided through the Section 8 voucher program as SCCHA RAD transitioned all of its previous public housing inventory and currently only 4 units of traditional public housing units remain. Housing voucher programs include:

- 1) Housing Choice Voucher (HCV) Program which allows households to find a privately owned unit on their own paying approximately 30% of their monthly income towards rent and SCCHA paying the balance to the property owner; and
- 2) Project Based Vouchers (PBV) Program Project that are attached to individual units in the publicly assisted housing inventory managed by SCCHA.

SCCHA also manages special purpose voucher programs that serve other targeted populations including the Veteran's Affairs program, Family Unification and Disability programs. Some SCCHA special programs combine housing assistance with savings incentives and other include case management services provided in collaboration with community service agencies.

As of January 2025, there are approximately 18,000 voucher holders across the county with the majority living in the City of San Jose (70%). The total waiting list for all vouchers is always open and is currently at 42,872 which includes both HCV and PBV. Households are optionally on both lists and therefore duplicative. Additionally, eligibility is not verified until the household is selected, therefore the total waiting list number is considerably larger than the actual unduplicated number of households actively seeking a housing voucher. The waiting list household characteristics include 41% families with children, 20% elderly, 18% with disabilities and 2% veterans. The waiting list is operated on a lottery basis and there is a preference for families who have lived and worked in the county for the past 5 years and for veterans. PBV units are tracked for accessibility features and a lottery is drawn to match the needed features with tenants.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	0	755	157	598	17	4	0

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Alternate Data Source Name:

Public Housing Data 2025

Data Source Comments: Data is for Milpitas residents only.

Introduction Continued

In 2008, SCCHA was designated a Moving to Work (MTW) agency. The MTW program is a federal demonstration program that allows greater flexibility to design and implement more innovative approaches for providing housing assistance.[2] The Moving to Work program has 60 different initiatives with the goal of improving outcomes and experiences for both residents and landlords. Administrative streamlining has had an effect including paperwork timing and inspections which helps get people into units more quickly. This streamlining also helps with recruiting landlords to the program as they benefit from the consistency of payments.

The tables below show the number of participants in publicly supported housing by program managed by SCCHA in the City of Milpitas, characteristics and race/ethnicity of voucher holders.

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	0	23,835	5,461	28,659	35,450	20,975
Average length of stay	0	0	0	0	0	0	0	0
Average Household size	0	0	0	0	0	0	0	0
# Homeless at admission	0	0	0	67	59	8	6	0
# of Elderly Program Participants (>62)	0	0	0	306	8	298	7	0
# of Disabled Families	0	0	0	361	73	288	3	0
# of Families requesting accessibility features	0	0	0	10,212	692	9,267	212	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Alternate Data Source Name:

Public Housing Data 2025

Data Source Comments: Data is for Milpitas residents only.

Race of Residents

Race	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	0	262	115	147	6	2	0
Black/African American	0	0	0	107	21	86	6	0	0
Asian	0	0	0	346	5	341	2	2	0
American Indian/Alaska Native	0	0	0	23	11	12	1	0	0
Pacific Islander	0	0	0	11	3	8	2	0	0
Other	0	0	0	6	2	4	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Alternate Data Source Name:

Public Housing Data 2025

Data Source Comments: Data is for Milpitas residents only

Ethnicity of Residents

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	0	183	79	104	3	1	0
Not Hispanic	0	0	0	572	78	494	14	3	0

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 25 – Ethnicity of Public Housing Residents by Program Type

Alternate Data Source Name:

Public Housing Data 2025

Data Source Comments: Data is for Milpitas residents only.

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination, based on a disability, in programs and activities conducted by HUD, or that receive financial assistance from HUD. Currently, 17% of HCV participant families report a disability, countywide. Additional data on the needs of those in units or on the waitlist is unavailable. However, here is some context on how SCCHA addresses the most immediate needs of public housing tenants, during the intake and recertification process.

The SCCHA 2022 Administrative Plan Section 1.8 defines a disability as “A physical or mental impairment that substantially limits one or more of the major life activities of an individual.” [1] The applicant or participant must have a record of such impairment or being regarded as having such impairment.

Section 1.8 also discusses the PHA’s policy on reasonable accommodations, to address the immediate needs of public housing tenants either seeking an affordable accessible unit or accommodation to an existing unit:

“Requests for reasonable accommodations will be assessed on a case-by-case basis. If the HA finds that the requested accommodation creates an undue administrative or financial burden, the HA will present an alternate accommodation that will still meet the need of the person. If no alternate accommodation exists, the HA may deny the request. If the disability and/or need for the accommodation is not readily apparent, the HA will require written verification of the disability and/or need for the accommodation from a knowledgeable professional or reliable third party. The HA will provide a written decision to the person requesting the accommodation within 15 days of the date that the verification is received. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the HA’s decision.”

What are the number and type of families on the waiting lists for public housing and section 8 tenant-based rental assistance? Based on the information above, and any other information available to the jurisdiction, what are the most immediate needs of residents of public housing and Housing Choice voucher holders?

The County’s rental market continues to be a challenge for leasing units to Housing Choice Voucher holders as they face high rents and reluctance from landlords to lease units despite the illegality of income source discrimination. Among other efforts to address this issue, SCCHA is continuing to promote the use of Project-Based Vouchers and actively participates in countywide efforts to increase the affordable housing supply. An initiative of the MTW program to address the issue of landlord participation is the provision of an incentive of \$1500 bonus to new landlords and \$1500 to landlords who re-rent to a new voucher holder. SCCHA has also created an owner/service department to serve landlords in the program to address issues of payments and any tenant issues.

In 2025, SCCHA will start using the Small Area Median Income so that vouchers will have more value and help people get into some of these higher opportunity areas in the county. They are also working on a

Housing Mobility Pilot Program with the goal of moving families with Housing Choice Vouchers to higher income and opportunity areas in the county. As part of the Housing Mobility Pilot Project, SCCHA conducted focus groups with families to identify policies that are barriers to being successful in the program. The program will help them find a unit in a high opportunity area, provide security deposit and application fee assistance. They are currently identifying 100 families to participate in the program who are current voucher holders.

Services regularly requested by tenants include:

- General financial assistance for emergencies;
- Security deposit assistance;
- Digital services, broadband, training and devices.

SCCHA applied for a digital equity grant through HUD which was not successful but will continue to seek out funding opportunities to address this important gap as it is often referenced as a high priority need for senior residents in particular impacting access to resources.

How do these needs compare to the housing needs of the population at large

The needs of public housing and Section 8 tenant-based rental assistance households as identified by SCCHA staff are consistent with the needs of the lower income population across the County based on results of the Santa Clara Housing and Community Survey for this plan, resident engagement workshops and stakeholder input on behalf of residents they serve.

Discussion

Please see discussion above.

NA-40 Homeless Needs Assessment - 91.205 (c)

Introduction:

A total of 9,903 individuals were counted as experiencing homelessness in Santa Clara County in the 2023 Point in Time (PIT) count—75% of which were unsheltered (7,401 unsheltered people) and 25% were sheltered homeless (2,502 people). As shown in the attached figure, homelessness rose significantly between 2017 and 2019.

Of the entitlement jurisdictions within Santa Clara County, as of the 2023 PIT count:

- Cupertino had the lowest population of homeless persons at only 48 people (less than 1% of the County counted unhoused population)—all of which were unsheltered homeless and represented 1% of the County’s unsheltered homeless population.
- Gilroy had the largest population of homeless persons at 1,048 residents (11% of the County population) and the largest population of unsheltered homeless persons at 817 people (11% of the County’s unsheltered homeless population; and 78% of homeless persons in Gilroy).
- **Milpitas had a total homeless population of 142 persons (1% of the County population), all of which were experiencing unsheltered homelessness. The City’s unsheltered homeless population represented 2% of unsheltered persons overall.**
- Mountain View had the second largest homeless population at 562 people (6% of the County population), most of which were unsheltered homeless (75% of the City’s homeless population; and 6% of the County’s unsheltered population).
- Palo Alto had a total homeless population of 206 persons (2% of the County’s population), almost all of which were unsheltered (91% of the City’s homeless population; and 3% of the County’s unsheltered population).
- Santa Clara City had a total homeless population of 461 persons (6% of the County’s population), almost all of which were unsheltered (90% of the City’s homeless population; and 6% of the County’s unsheltered population).
- Sunnyvale had a total homeless population of 471 persons (5% of the County’s population) and a comparatively smaller unsheltered population (68% of the City’s homeless population; and 4% of the County’s unsheltered population)..

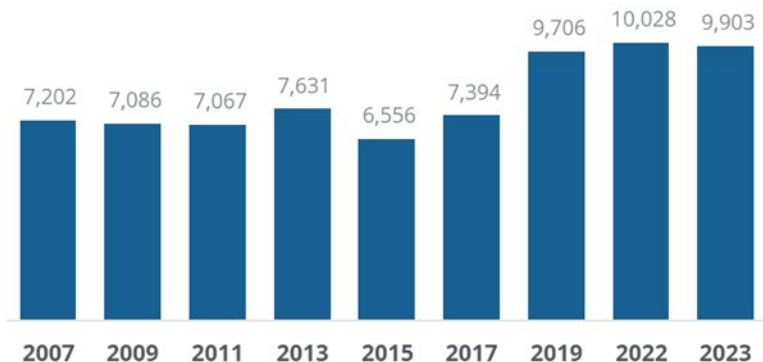
As shown in the table below, there were a total of 142 individuals experiencing homelessness in Milpitas in 2023, a reduction of nearly half from 2022. Of these individuals, none were sheltered in 2023 highlighting the need for some type of emergency shelter in Milpitas.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	67	298	0	0	0	0
Persons in Households with Only Children	99	12	0	0	0	0
Persons in Households with Only Adults	5,738	1,445	0	0	0	0
Chronically Homeless Individuals	1,913	920	0	0	0	0
Chronically Homeless Families	108	240	0	0	0	0
Veterans	128	351	0	0	0	0
Unaccompanied Child	658	106	0	0	0	0
Persons with HIV	0	0	0	0	0	0

Table 26 - Homeless Needs Assessment

Data Source Comments: Santa Clara County Office of Supportive Housing. Data is for all of Santa Clara County.



Homelessness Trend Santa Clara County

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Of the total homeless population (2023) in Santa Clara County, 3,166 individuals were chronically homeless (32% of the population); 12% were families; 8% were unaccompanied youth; and 5% were veterans. Three percent (3%) of homeless persons self-reported that they were pregnant while experiencing homelessness. Data for the County's homeless population are provided in greater detail below by sub-population including chronically homeless persons, veterans, and unaccompanied youth. Families with children are discussed in the following prompt.

Chronically homeless individuals. In 2023, a total of 3,166 individuals (32% of the total homeless population) were chronically homeless in Santa Clara County, representing an overall 12 percentage point increase from 2022.

Most persons (46%) counted during the 2023 PIT reported experiencing only one episode of homelessness in the past three years while 17% reported experiencing two episodes of homelessness and 15% reported experiencing three episodes of homelessness. When asked the duration of their current episode of homelessness, 65% reported that they had been homeless for over one year; 29% reported being homeless for one month to 11 months; and only 7% reported being homeless for 30 days or less.

First time homelessness. Sixty-six percent (66%) of homeless persons in Santa Clara County in 2023 reported that they were not experiencing homelessness for the first time, over half (52%) of which reported becoming homeless for the first time between the ages of 25 years and 59 years.

Veterans. In 2023, a total of 508 veterans (479 veteran households) were counted as experiencing homelessness in Santa Clara County. Of these households and individuals, 26% were experiencing sheltered homelessness while 74% were living in unsheltered conditions. Additionally, between September 2023 and August 2024, there were a total of 358 veterans (20%) enrolled in the County's RRH programs. Veterans were significantly more likely than other target populations to self-report disabilities with 52% reporting a mental health disability followed by a chronic health condition (40%), substance use disorder (23%), and developmental disability (7%).

The County's Veteran Master List, which is monitored by the Veterans Administration (VA) for outreach purposes, shows that there are 321 unhoused veterans in the County of Santa Clara who are accessing services but may not be on any housing queue. Nearly half (47%) of veterans on the Master List score in the PSH level of intervention based on their most recent assessment score.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	0	0
Black or African American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Pacific Islander	0	0
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	0	0
Not Hispanic	0	0

Data Source

Comments:

Overview of homelessness by race/ethnicity is provided below.

Categories of Homeless Continued- Youth

Unaccompanied youth. A total of 764 unaccompanied youth (644 households) were experiencing homelessness in Santa Clara County in 2023. Of unaccompanied youth in the County, only 14% were sheltered while 86% were experiencing unsheltered homelessness (a much larger share than other unsheltered special needs populations in the County). Only 12% of survey participants reported that they were in foster care at the time they were experiencing homelessness. Additionally, between September 2023 and August 2024, there were a total of 322 youth and youth adults (18%) enrolled in the County's RRH programs (formerly homeless youth) in which 21% self-reported a mental health disability followed by chronic health condition (8%), developmental disability (8%), and substance use disorder (6%).

Stakeholders who participated in the workshops to inform the Consolidated Plans explained that youth populations are particularly vulnerable to long-term housing instability and chronic homelessness when they are kicked out of their homes because many do not have a credit or rental history and often have limited work histories—if any. Service providers noted that this is a huge barrier and challenge for youth living in Santa Clara County, especially for young adults that have children of their own. They emphasized that the need far outweighs the capacity of what the County can provide and recommended that County staff work to decrease staff turnover rates and better support the agencies and organizations that provide crucial services to support these vulnerable populations.

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

Families with children. At the most acute level of families needing housing assistance are those experiencing homelessness. A total of 1,226 people in families with children (365 households) were homeless in Santa Clara County in 2023. The majority of families with children were occupying shelters (81%). Additionally, between September 2023 and August 2024, there were a total of 549 families with children (31%) enrolled in the County's rapid re-housing (RRH) programs. Of families enrolled in RRH, 21% self-reported having a mental health disability; 15% a chronic health condition; 8% a substance use disorder; and 4% a developmental disability.

There are currently 5,455 households currently in the Community Housing Queue waiting for permanent housing placement. Of these, 678 (12%) are households with children.

Since the 2022 PIT results, the number of homeless families in Santa Clara County increased by 36%—however, the Office of Supportive Housing (OSH) notes that this likely mirrors the results of the Heading Home campaign which was launched in October 2021 to reach “functional zero” for unhoused families by 2025. According to OSH, the program has yielded significant results with 1,550 families with children (over 5,000 people) able to obtain permanent housing; 2,313 families served by HPS; 774 new units of affordable and supportive housing for families opened or started construction; and 848 additional family units obtained funding and will open by 2027.

The most needed assistance for families, according to the stakeholders who participated in the Plan development, are more childcare options and subsidies to support adults in families obtain work, and housing options for women and children fleeing domestic violence (DV). Stakeholders repeatedly mentioned the severe shortage of shelter beds, transitional housing, and permanent supportive housing for DV families throughout the County.

Families of veterans. The PIT data for 2023 show a total of 479 veteran households experiencing homelessness in the County of Santa Clara (only 26% of which were sheltered). The Veteran Master List, which is monitored by the Veterans Administration (VA) for outreach purposes, shows that there are 321 unhoused veterans in the County of Santa Clara who are accessing services but may not be on any housing queue. It is unclear how many are living with families.

Veterans in Santa Clara County have a need for permanent supportive housing (PSH) programs especially given the large share of veterans self-reporting disabilities. Of veterans enrolled in RRH between September 2023 and August 2024, for example, over half (52%) self-reported having a mental health disability and 40% reported having a chronic health condition. Almost a quarter (23%) self-reported having a substance use disorder and 7% reported having a developmental disability. Additionally, almost half (47%) of veterans on the VA's Master List score in the PSH level of intervention based on their most recent assessment score. Veterans have also been successful in exiting RRH programs to PSH programs with ongoing subsidies. According to an analysis of RRH program data by OSH, over 350 veterans were enrolled in Supportive Services for Veterans Families (SSVF) RRH programs between September 2023 and August 2024. Of those who exited their programs, 146 veterans (64%) exited to a PSH program with an ongoing VASH housing subsidy.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Homelessness in Santa Clara County varies by race and ethnicity. According to data in the Homeless Management Information System (HMIS) for 8,325 households who completed the VI-SPDAT housing assessment in CY2024 (an indicator of homelessness), Hispanic/Latina/e/o residents comprised the largest share of people experiencing homelessness at 51% of the total in 2024. White (Non-Hispanic/Latina/e/o) comprised the second largest share (24%) followed by Black, African American, or African (15%), American Indian, Alaska Native or Indigenous (8%), Asian or Asian American residents (6%), and Native Hawaiian/Pacific Islander residents (3%).

The County's program enrollment data from the Homeless Management Information System (HMIS) also provides insight on the nature and extent of homelessness by race and ethnicity. Between December 2022 and November 2023, households served by HPS identified as Hispanic (63%), White (58%), and/or Black or African American (13%). Less than 10% identified as other racial groups. Sixty-percent (60%) of households served by EAN-HP identified as White followed by those who identify as Hispanic (57%) and Black or African American (15%). Less than 10% identified as other racial groups.

According to HUD's CoC Analysis tool—which provides homelessness and poverty counts at the CoC and state level by race and ethnicity—racial and ethnic minorities in Santa Clara County are overrepresented among the CoC's homeless population compared to the total resident population. For example:

- Only 2% of the total resident population living in poverty identify as Black or African American—yet 14% of total homeless persons (including unsheltered persons) identify as Black or African American. These residents also comprise a disproportionate share of families with children experiencing homelessness at 13%.
- Only 1% of the total resident population identify as American Indian or Alaska Native—however, 14% of homeless persons (including unsheltered persons) identified as American Indian/Alaska Native. These residents also comprise a disproportionate share of families experiencing unsheltered homelessness at 15%.
- Twenty-five percent (25%) of the total resident population identify as Hispanic or Latino—yet 47% of homeless persons identify as Hispanic. Families with children who identify as Hispanic comprise a disproportionate share of families with children experiencing homelessness overall at 70%.

According to the City's Housing Element, Hispanic or Latino renters in Milpitas are particularly vulnerable to housing instability and homelessness as these residents disproportionately work in front-line positions that are vulnerable to lay-offs and other disruptions. The 2023-2031 document cites data from the California Department of Housing and Community Development (HCD) which show 33% of COVID-19 rent relief applicants from Milpitas identifying as Hispanic or Latino—more than double the share of the City's total population of Hispanic or Latino residents.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Information on the nature and extent of unsheltered and sheltered homelessness is found in the survey administered in the weeks following the 2023 PIT Count. When asked where they were staying on the night of January 24, 2023 almost one in five (17%) respondents reported that they were living outdoors in streets or parks followed by individuals living in a van (12%), tent (11%), camper/RV (10%), or in their automobile/car (9%). Respondents were also asked why they were not using any type of shelter service in which respondents explained that shelters are full; too crowded; there are too many rules; germs or bugs; there is nowhere for them to store their stuff; and/or because they cannot stay with their partner/family.

Discussion:

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction

This section describes the characteristics of the special needs populations living in the City of Milpitas including their housing and supportive service needs. The special needs populations considered in this section include: elderly households, persons with disabilities, large households, female-headed households, and survivors of domestic violence.

Describe the characteristics of special needs populations in your community:

Elderly persons. For the purposes of this analysis, elderly persons are defined as persons 60 years or older. According to 1 year American Community Survey (ACS) estimates, elderly persons comprised 24% of the total resident population in Milpitas in 2023 (18,196 elderly persons). Of total residents age 60 and over, 8% had incomes below the poverty level in 2023 (1,454 elderly persons in poverty). This is higher than the City's poverty rate overall at 6% but lower than poverty rates for elderly persons in Santa Clara County overall at 10% in 2023.

People with disabilities. In 2023, there were a total of 6,793 residents with a disability in Milpitas which represents 9% of the total resident population during this time. The most common disabilities include: independent living difficulties (23%) and ambulatory difficulties (21%). Around half (51%) residents age 75 and older had some type of disability and 16% of residents age 65 to 74 had some type of disability in 2023.

Large households. Large households are defined by the U.S. Census Bureau as households with five persons or more. In the City of Milpitas, large households comprise 12% of total households (2,996 large households) which is a slightly higher share than the County where large households comprise 10% of total households. The City's average household size is also larger than the County at 2.92 people (Milpitas) in 2023 compared to the County overall at 2.76 people on average.

Female-headed households. According to American Community Survey 2023 5-year estimates, female-headed households comprise 10% of total households in Milpitas in 2023 (or 2,669 female-headed households). Of these households, 31% have children under 18 years living with them. Female-headed households and single mothers tend to pay a disproportionately higher ratio of their income on living expenses, specifically for their housing and to cover the costs of childcare. To avoid displacement or homelessness, many households often end up overcrowded to share space and rent. This is evidenced

by the average household size for single female householders at 3.76 people compared to overall households in Milpitas at only 2.92 people per household (on average).

Survivors of domestic violence. California state-wide data on human trafficking from the National Human Trafficking Hotline indicates 1,334 identified cases of human trafficking involving 2,122 survivors. Of those cases, 1,023 were related to sex trafficking, 131 were related to labor trafficking, and 63 cases involved both sex and labor trafficking. For cases statewide in which demographic information was collected, 86% were female and 80% were adults 18 or older.

What are the housing and supportive service needs of these populations and how are these needs determined?

Elderly persons.

Elderly persons and households face unique housing challenges as many seniors live on fixed incomes which makes accessing housing (especially in high cost and high demand markets) challenging. With limited incomes, elderly residents may not be able to access the type of housing or care they need or are unable to make repairs or accessibility improvements to their homes. These households are also more likely to need access to public transportation as many of these individuals cannot or no longer drive but need access to medical appointments, grocery stores, and other services/facilities.

During the stakeholder workshops conducted to inform the City's Consolidated Plan, service providers working in Milpitas shared that elderly persons and seniors often face the greatest barriers accessing housing resources and are more likely than other resident groups to need assistance navigating the service delivery system. Without help applying for benefits or looking for housing, providers explained that these households are vulnerable to long-term instability and/or homelessness because they often do not have the incomes required to rent units in Milpitas or surrounding communities.

People with disabilities. People with disabilities in Milpitas likely face independent living challenges—in addition to affordability and accessibility challenges. Stakeholders working with residents with disabilities indicated a number of challenges associated with securing apartments with adequate accessibility features and difficulty with requesting accommodation.

Large households. Large households (specifically those with low incomes) are underserved by the City's housing market due to the shortage of deed-restricted affordable units with two or more bedrooms for lower income families. According to the City's Housing Element, most new multifamily housing developments do not include units with three or more bedrooms which has created a critical housing gap for families with five or more household members and caused a large portion of these households to experience housing problems. With a limited supply of housing that meets their household and affordability needs, many large households in Milpitas are forced to live in overcrowded environments or overpay for their housing.

Female Headed Households. These households tend to have lower median incomes which places them at greater risk of housing instability and homelessness especially as housing prices increase and the costs of childcare rise. According to 2023 ACS 1 year estimates, the median income for female-headed households was \$77,901 per year compared to overall families at \$189,186 per year. Household incomes for single mothers are even lower at only \$53,495 per year.

Survivors of domestic violence. Experience with domestic violence (including fleeing from domestic violence) is one of the leading causes of housing instability and homelessness. Of those who participated in the survey following the PIT count, for example, 8% self-reported that the primary reason they became homeless was because they were fleeing domestic violence and 6% reported that they experienced domestic violence or abuse while they were homeless in Santa Clara County.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

According to the County of Santa Clara Public Health Department Infectious Disease and Response Branch report from November 2021, a total of 6,778 residents had been diagnosed with HIV and reported to the County as of December 31, 2020. The number of new HIV diagnoses has been relatively stable since 1999, averaging about 150 new diagnoses each year.

In 2020, 115 individuals were reported as newly diagnosed, down from prior years likely due to COVID.

The more recent county HIV Epidemiology 2022 Annual Report counts 3,770 residents in the County living with HIV, including 2,754 (73%) first reported with HIV in the county and 1,016 (27%) out of jurisdiction cases. Of these cases, 165 individuals were newly diagnosed with HIV in 2022.

Of these 89% were male, 72% were between 25 and 44 years old, and 61% were Hispanic. The biggest challenges for residents living with HIV/AIDS is a higher likelihood of getting ill due to viral suppression (highest among young adults and Asian and Pacific Islanders), a lower mortality rate, and co-infection or transmittal. Geographically, residents living with HIV/AIDS are concentrated in the central part of the County, mostly in the central part City of San Jose, with moderate concentrations in Alum Rock and in northwest San Jose. The rate among males was nearly seven times the rate among females (per 100,000 people) and rates were highest for people ages 45 to 64 years and for Black/African American residents.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

Not applicable.

Discussion:

See discussion above.

NA-50 Non-Housing Community Development Needs - 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

This section assesses non-housing community development needs, largely informed by stakeholder consultation, resident workshops and the community survey. The community survey also included responses from 213 stakeholders countywide working across jurisdictions. A complete survey analysis and overview of citizen participation including stakeholder consultation is provided in the Appendix. The attached figure 5 shows the frequency of responses from Milpitas residents on most critical community and economic development needs.

Respondents were asked to select the most critical community and economic development needs that included public facilities, public improvement and public services. Public facilities related options were overall selected less frequently than public service related options and ranked as follows among the 26 choices provided for Milpitas respondents only:

#3: Food Pantries

#12: Senior centers

#20: Community centers

#26: Developed parks/playgrounds

In regional community meetings and stakeholder focus groups, stakeholders emphasized the need countywide for nonprofit facilities, community centers, and youth centers, which were frequently mentioned as essential for fostering social connections and providing key services. Participants highlighted the importance of improving childcare infrastructure, including affordable and accessible childcare options, as well as creating safe spaces for special populations including seniors, and youth. Enhancements to public spaces, such as improved trails, parks, and ecological design were also prioritized with calls for better walkability, bike and pedestrian infrastructure, and ADA-compliant facilities.

Stakeholder feedback through virtual workshops and individual interviews highlighted the critical need for emergency shelter within the city and recommendations for Milpitas and for the city to proactively engage with peer communities to identify solutions that have worked in similar communities which could include motel conversions, safe parking, and tiny homes.

How were these needs determined?

Survey respondents were asked to identify the City's top community development and economic development needs as well as community development, economic development and housing outcomes they would like to see as a result of HUD funding.

In the community and stakeholder workshops that were held to support the Consolidated Plan, attendees shared their perceptions of top needs through facilitated discussions and interactive activities.

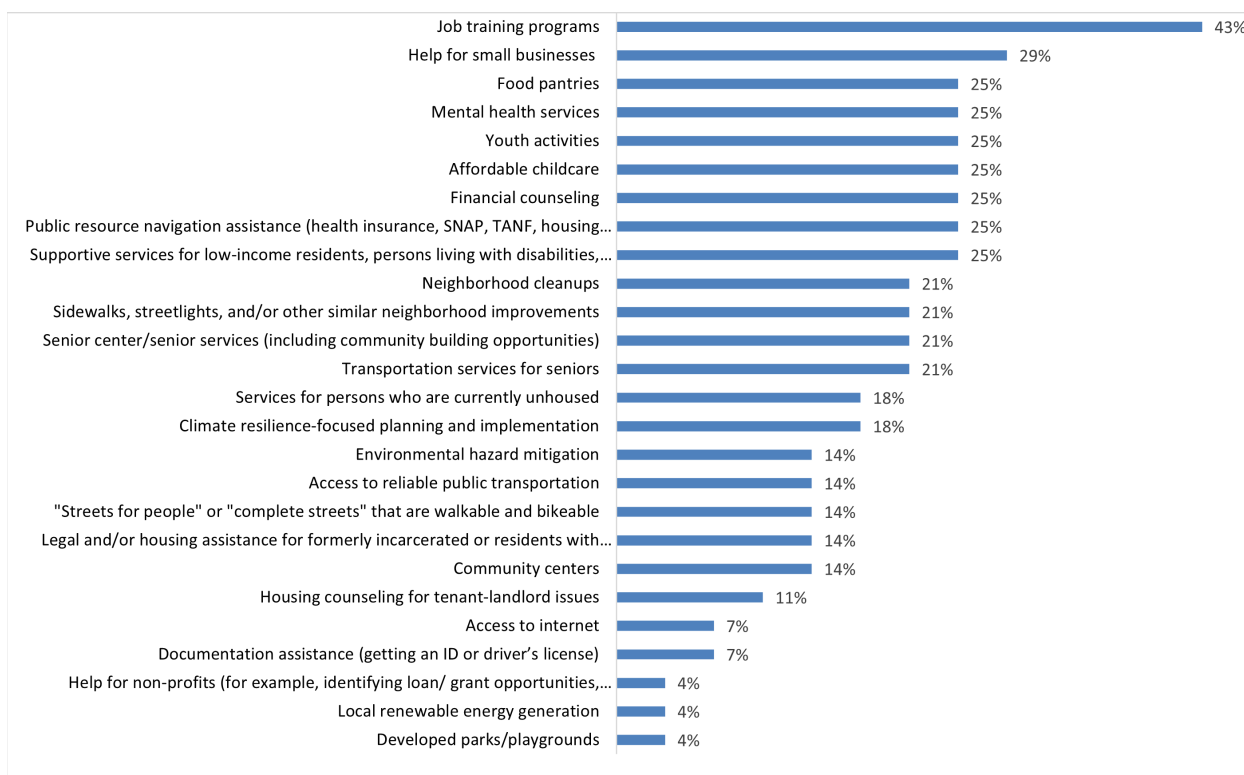


Figure 5: Community Development Needs

Describe the jurisdiction's need for Public Improvements:

Similar to public facilities options, survey respondents' ranking for public improvements were not selected as frequently as public services in response to identifying the most critical community and economic development needs in Milpitas as shown in the previous table. The top 3 ranking for public improvement related options for Milpitas City among the 26 choices offered is:

#10: Neighborhood cleanups

#11: Sidewalks, streetlights and other neighborhood improvements

#17: Access to public transportation

Stakeholders and residents participating in the regional virtual workshops identified Milpitas main street in particular as needing more economic development initiatives and street improvements.

How were these needs determined?

Survey respondents were asked to identify the City's top community development and economic development needs as well as community development, economic development and housing outcomes they would like to see as a result of HUD funding.

In the community and stakeholder workshops that were held to support the Consolidated Plan, attendees shared their perceptions of top needs through facilitated discussions and interactive activities.

Describe the jurisdiction's need for Public Services:

Among Milpitas respondents, public services related options ranked the highest in response to community and economic development needs and community development outcomes that residents would like to see as a result of the HUD block grant funding. The ranking of public services among 26 community and economic development options were as follows:

#1: Job training

#4: Mental health services

#5: Youth activities

#6: Childcare

#7: Financial counseling

#8: Public resource navigation assistance

#9: Supportive services for low income and special populations (people with disabilities)

Stakeholders in regional workshops frequently stressed the importance of mental health services, legal assistance, and homelessness prevention, particularly for seniors, transition-age youth, and unhoused families. Attendees noted the need for expanded domestic violence services, including shelters and education programs, and support for immigrants, such as language services, citizenship classes, and navigation assistance for new arrivals. Case management, housing navigation, and rental assistance were also mentioned as critical tools to keep vulnerable populations housed. There was also a focus on senior and youth services. Broader calls included improving access to multi-language services,

addressing tenant-landlord issues, and ensuring support systems for special populations. Stakeholders also indicated that limited dental and vision screening services exist across the county for low income residents is having an impact on children's ability to succeed in school.

Regional workshop attendees also highlighted the need for robust support in education access, job training, and skill development, with calls for programs that enhance economic mobility and create better job opportunities. A strong emphasis was placed on small business development, including access to microbusiness assistance, business grants, and loans, particularly for minority-owned and start-up enterprises. Participants advocated for expanding resources like adult education, financial literacy, and professional development, with targeted support for underserved communities, such as Spanish-speaking programs. Consideration of hours that programs are offered to accommodate full time workers wishing to upskill was also referenced as a barrier to accessing workforce development programs in the county.

For Milpitas specifically, stakeholders and residents indicated that more proactive data sharing coupled with improved navigation of services related to unhoused residents or residents at risk of being unhoused is needed in coordination with nonprofits could be helpful.

Lastly, throughout the engagement process, a greater need for regional collaboration and sharing of best practices between local jurisdiction staff and nonprofit service providers was repeatedly referenced as critical to effectively targeting public improvement and service needs. With limited resources and significant need, stakeholders indicated that increased opportunities for convening to share information would maximize opportunities and result in greater impact directed where it is most needed across the region.

How were these needs determined?

Survey respondents were asked to identify the City's top community development and economic development needs as well as community development, economic development and housing outcomes they would like to see as a result of HUD funding.

In the community and stakeholder workshops that were held to support the Consolidated Plan, attendees shared their perceptions of top needs through facilitated discussions and interactive activities.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

Located at the southern end of the San Francisco Bay, the City of Milpitas has become an integral part of high tech Silicon Valley since becoming incorporated in 1954. Based on 2023 American Community Survey 5-year estimates, Milpitas has an estimated population of 78,216. The City is a strong employment center with a diverse population, quality schools, conveniently located neighborhood parks, and a variety of retail options. Milpitas is often called the “Crossroads of Silicon Valley” with most of its 13.6 square miles of land situated between two major freeways, state route 237, and a county expressway. The City is served by Valley Transportation Authority (VTA) light rail and a BART extension that opened in 2020.

To support the City of Milpitas Consolidated Plan, a regional and jurisdictional housing market analysis was conducted and primary findings are referenced throughout. The MA section reviews housing stock, affordability, provision of publicly assisted housing, the housing needs of special populations, barriers to affordable housing development, in addition to needs for broadband service and displacement risks caused by natural hazards.

Introduction continued in attached text.

Rental Market

The median rent in Milpitas, as of 2023, was \$3,001 per month according to the American Community Survey (ACS). Costar, which tracks rents for larger multifamily properties, reports a slightly lower median of \$2,901 in 2024. Median contract rent increased by 102% between 2010 and 2023, according to data required by HUD. Median gross rent increased by 26% between 2018 and 2023 to \$3,001.

According to CHAS 2016-2020 data, renters are more likely than owners to report living with at least one housing condition:[1]49% of renter households live with at least one condition, compared to 32% of all owner households. Based on American Community Survey 5 year estimates for 2018 and 2023, renters in Milpitas are also more likely to be cost burdened, as shown below. Cost burden has decreased slightly since 2018, despite rising housing costs, which suggests some displacement of lower and moderate income households for higher income households who can manage rising costs.

Rental gaps—which occur when demand from renter households outweighs the supply of affordable rental units—exists for renters until they have incomes of \$75,000 and higher (approximately 30% AMI). Milpitas needs an additional 1,184 rental units or subsidies affordable to renters with incomes of less than \$75,000: there are 2,417 renters with incomes under \$75,000 and 1,233 units affordable to them.

Households earning up to \$75,000/year must often rent higher priced units, becoming cost burdened and putting pressure on the supply of units at higher price points. Cumulatively, shortages in affordable rental units affect households earning up to and more than \$100,000.

North County respondents to the resident survey who reported being displaced within the past 5 years indicated that high and increasing rents were the primary reason for displacement followed by eviction for being behind on rent signaling a critical need for more affordable rental opportunities and rental assistance to prevent eviction. Twenty-four percent of North Santa Clara County resident respondents indicated they had been displaced within the past 5 years.

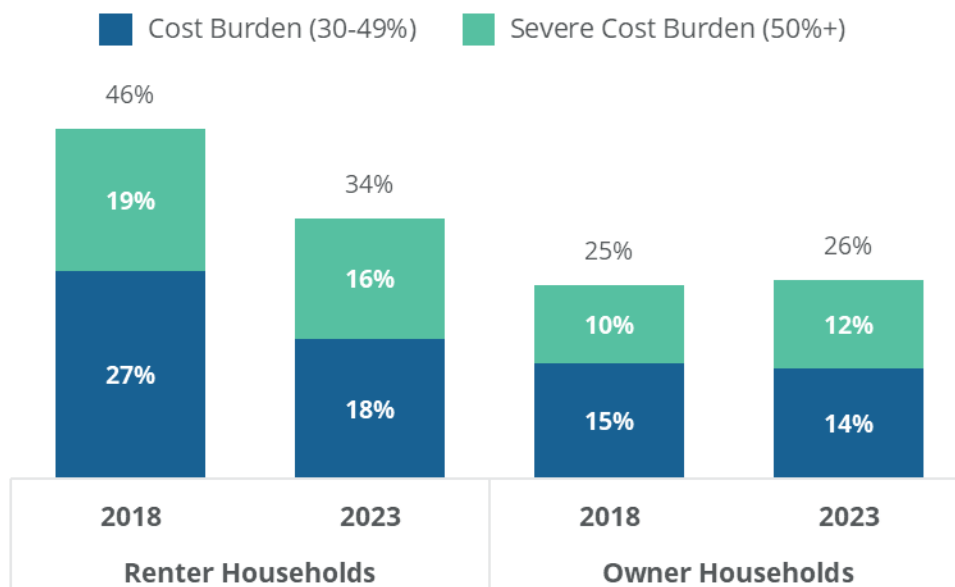


Figure 6 Cost Burden

Introduction Continued

Primary findings from this section include:

- Milpitas households have some of the highest incomes in the county. The median household income is \$176,882, compared with \$154,954 for the county overall and \$95,521 for California. Both owners (median \$200,076) and renters (median \$153,234) have median incomes higher than the county overall.
- 39% of Milpitas households have 2 or more workers, with 15% having 3+ workers. Milpitas has the highest share of households with 2+ workers of all jurisdictions in Santa Clara County.

Milpitas also has a high share of residents who commute outside of the city or county for work: 65% work outside of the city and 16% work outside of the county.

- Milpitas has been a leader in housing production compared to other jurisdictions in the county: housing units grew by 24% between 2013 and 2023 compared to just 10% for the county overall. Milpitas also has greater diversity of housing stock compared to other jurisdictions with just 47% of housing stock comprised of single family detached homes.
- The median gross rent in Milpitas was \$3,112 per month in 2023, higher than the county overall (\$2,781) but lower than Cupertino and Palo Alto. Half of the city's renters cannot afford the median rent.
- Milpitas' median home value in 2024 is \$1.4 million—unaffordable to the majority of renters.

In sum, Milpitas' market caters to very high income households rather than essential workforce. The city's focus on housing production and diversity in housing stock helps to temper the effects of high price and rent growth. The city should continue to prioritize production of affordable housing to respond to the shortage of workforce housing and unmet demand.

Stakeholders identified priority needs in Milpitas as:

- Support for home-based, microenterprise childcare, which is a huge need in the city and significantly underfunded.
- Supportive services in general; most services are concentrated in San Jose and there is no easy way to access, no reliable transportation.
- Rental and utility assistance and housing navigation services, especially for seniors who have limited skills to search online.
- Supportive services and transitional/safehouse beds for residents fleeing domestic violence.

Recommended priority activities to respond to needs include:

- Assisting very low income households with supportive services, including childcare and rental assistance to help maintain housing stability.
- Supporting the creation of new affordable rental housing, including transitional housing for residents experiencing or at-risk of homelessness and those fleeing domestic violence.
- Supporting the preservation of affordable rental housing.
- Helping renters achieve homeownership is a lower priority due to the very high cost of ownership housing relative to the incomes of low and moderate income renters.

Rental Gaps					
Income Range	Maximum Affordable Gross Rent	# of Renter Households	# of Rental Units Affordable	Rental Gap	Cumulative Gap
Less than \$5,000	\$125	260	0	-260	-260
\$5,000 to \$9,999	\$250	160	0	-160	-420
\$10,000 to \$14,999	\$375	285	72	-213	-633
\$15,000 to \$19,999	\$500	54	34	-20	-653
\$20,000 to \$24,999	\$625	121	124	3	-650
\$25,000 to \$34,999	\$875	234	162	-72	-721
\$35,000 to \$49,999	\$1,250	358	262	-96	-818
\$50,000 to \$74,999	\$1,875	945	579	-366	-1,184
\$75,000 to \$99,999	\$2,500	702	1,348	646	-538
\$100,000 or more		6,932	7,905	973	435

Figure 7 Rental Gaps

For Sale Market

According to Zillow data, in 2024, the median for sale home price in Milpitas was approximately \$1.4 million. As shown in attache figure 6, Milpitas median home prices that are similar to San Jose and lower than the county and other neighboring communities, but higher than the state of California.

Losses in purchase affordability due to rising prices and interest rates in the past five years have significantly limited accessibility of homeownership for the county's workforce. As shown in the table below, purchase affordability gaps—which occur when demand from potential first-time homebuyers outweighs the supply of affordable homes for sale—exist for renters until they have incomes exceeding \$150,000. An estimated 48% of Milpitas' potential first-time homebuyers earn less than \$150,000, but approximately 6% of owner-occupied units are valued within their affordable price range. Due to data limitations, it is not possible to show mismatches in supply and demand at higher income levels.

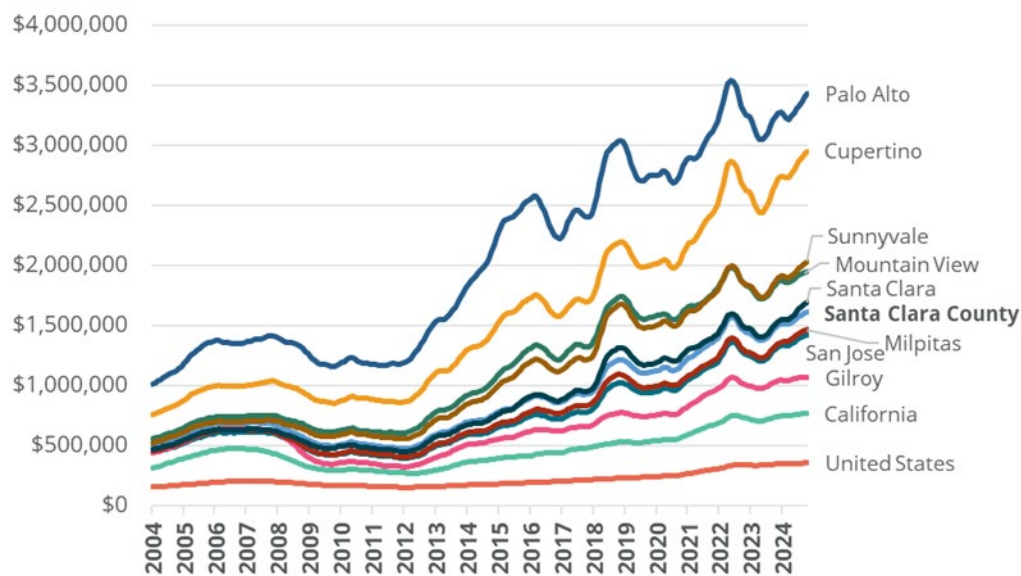


Figure 8 Regional Sales Trend

Renter Purchase Gaps					
Income Range	Maximum Affordable Price	% of Renter Households	% of Homes Affordable	Renter Purchase Gap	Cumulative Gap
Less than \$5,000	\$14,023	3%	1%	-2%	-2%
\$5,000 to \$9,999	\$28,043	2%	0%	-1%	-3%
\$10,000 to \$14,999	\$42,066	3%	0%	-3%	-6%
\$15,000 to \$19,999	\$56,089	1%	0%	0%	-7%
\$20,000 to \$24,999	\$70,112	1%	0%	-1%	-8%
\$25,000 to \$34,999	\$98,158	2%	0%	-2%	-10%
\$35,000 to \$49,999	\$140,227	4%	1%	-3%	-13%
\$50,000 to \$74,999	\$210,342	9%	1%	-8%	-21%
\$75,000 to \$99,999	\$280,458	7%	1%	-6%	-27%
\$100,000 to \$149,999	\$420,688	17%	2%	-16%	-42%
\$150,000 or more		52%	94%	42%	

Figure 9 Purchase Affordability Gap

MA-10 Housing Market Analysis: Number of Housing Units - 91.210(a)&(b)(2)

Introduction

Between 2013 and 2023, Milpitas added the most housing units among neighboring entitlement communities and countywide in the number of housing units added, with a 24% increase. From 2018 to 2023, the pace of housing unit production slowed slightly to 9%.

As shown in attached figure 11, Milpitas has a moderate inventory of multifamily buildings with 5+ units at 29% and is on the lower end among jurisdictions for inventory of single family detached homes at 44% and a larger share of townhomes. Overall, the city has a balanced portfolio of housing types.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	11,861	46%
1-unit, attached structure	5,068	20%
2-4 units	1,519	6%
5-19 units	1,787	7%
20 or more units	5,032	20%
Mobile Home, boat, RV, van, etc	496	2%
Total	25,763	100%

Table 27 – Residential Properties by Unit Number

Alternate Data Source Name:

American Community Survey 2023 5-Year Estimates

Data Source Comments:

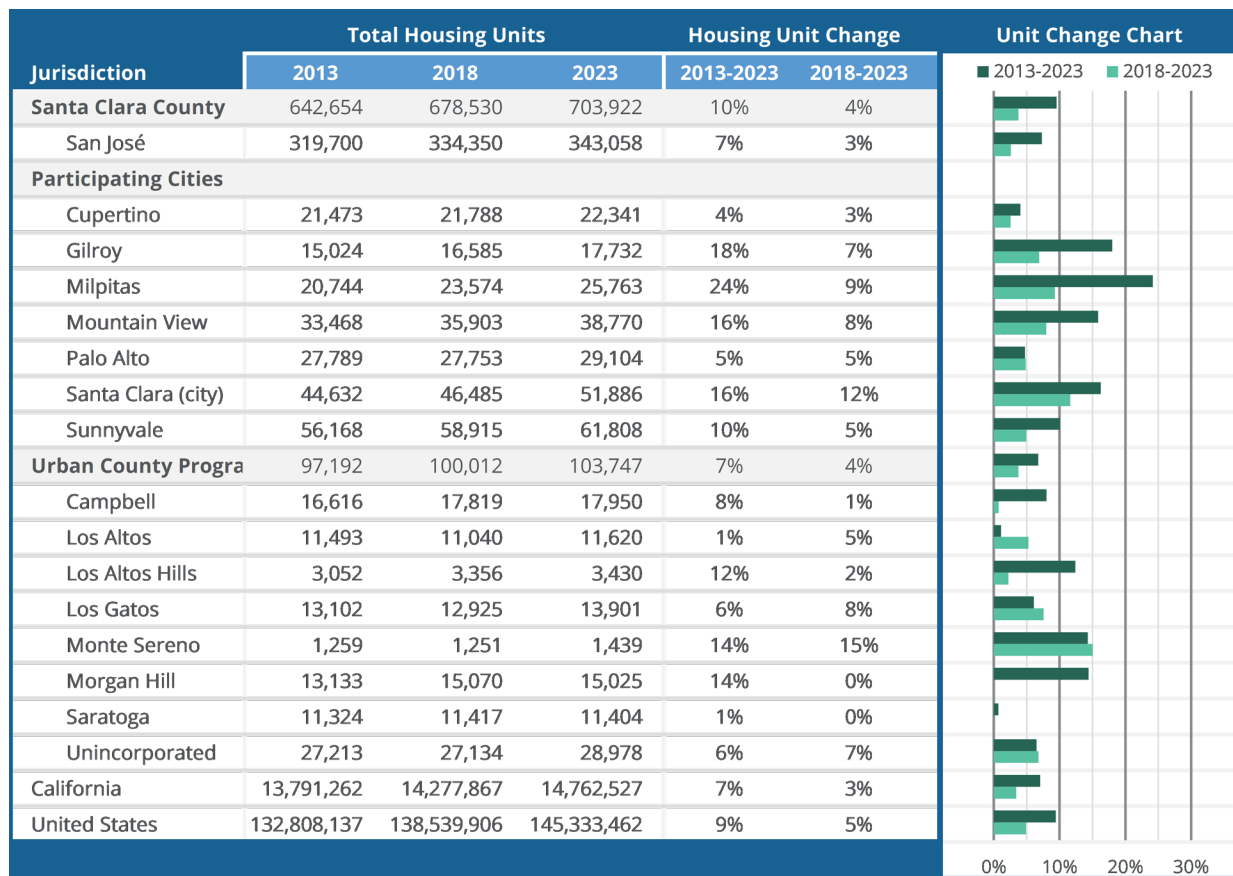


Figure 10 Housing Production

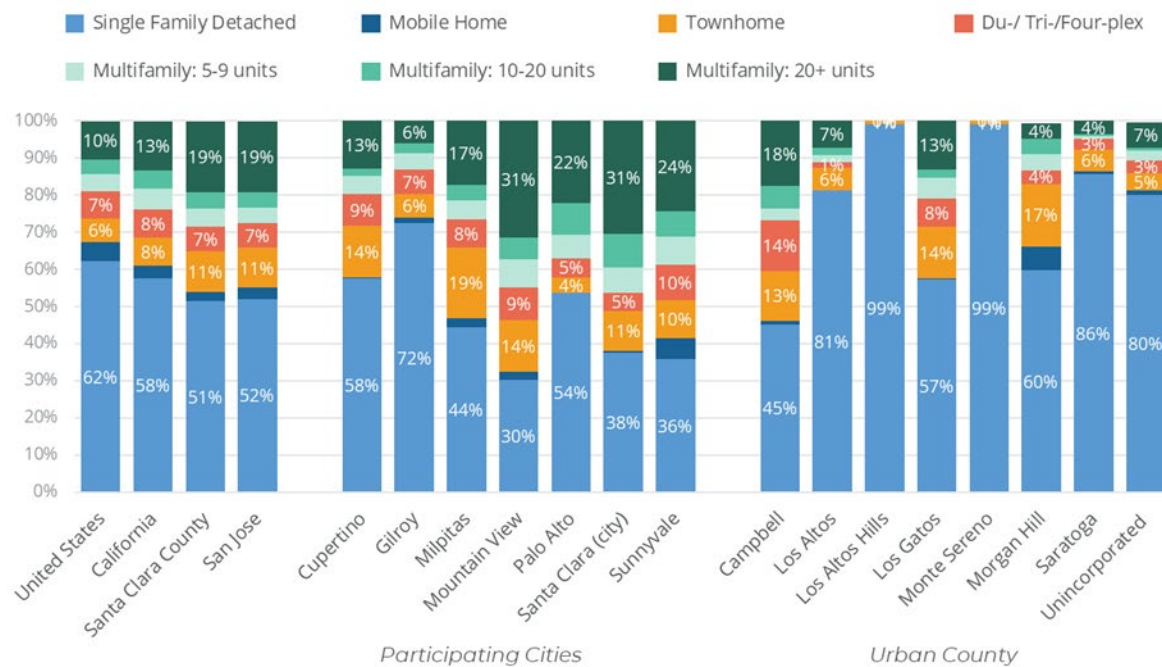


Figure 11 Housing Type

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	13	1%	950	15%
1 bedroom	93	4%	2,006	32%
2 bedrooms	2,363	95%	3,303	53%
3 or more bedrooms	0	0%	0	0%
Total	2,469	100%	6,259	100%

Table 28 – Unit Size by Tenure

Alternate Data Source Name:

American Community Survey 2023 5-Year Estimates

Data Source Comments:

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Sunnyhills Apartments located in Milpitas is a 171-unit apartment complex with 149 project based rental assistance units, renewed contract in 2023 for 5 years. Details on income level and type of families served are below.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Sunnyhills Apartments, provides 149 Section 8 units that require periodic renewal of the subsidy contract with HUD. The contract was set to expire in 2023, but the owner indicated intent to renew it for another five years. There are also plans to add 44 new units on-site, with seven of those being affordable to extremely low-income seniors.

The Housing Element outlines the following actions that Milpitas will take to preserve at-risk housing:

- Continue to monitor the status of Sunnyhills annually;
- If a Notice of Intent (NOI) is filed to opt out of low-income use, ensure the property owner adheres to the noticing requirements (three-year, one-year, and six-month);
- Establish contact with public and non-profit organizations to inform them of the potential conversion status of Sunnyhills Apartments and determine interest in purchasing and/or managing the units;
- Offer funding and technical assistance and support to organizations regarding financing to acquire or replace these units, if available;

- Ensure tenants of at-risk units are properly notified by property owners should a NOI to opt out of low-income use is filed, as well as provide education and support regarding tenant rights and conversion procedures.
- Provide information on Section 8 vouchers available through the Santa Clara Housing Authority, and other housing opportunities in the City for lower- and moderate-income households;
- Assist tenants to obtain priority status on the Section 8 Waiting List;
- Continue funding and administering a City Rent and Mortgage Relief Program for households and individuals at risk of eviction, homelessness, or foreclosure and seek available funding to supplement or expand the program;
- Evaluate and identify more permanent funding options for the Sunnyhills apartments to ensure long-term housing stability and affordability by the end of 2026.

These actions align with Housing Element Goal HE-2, which aims to maintain high-quality residential neighborhoods and preserve existing housing resources, including affordable units.

The City of Milpitas is also committed to the preservation of mobile home parks as an affordable housing option. This is reflected in their Housing Element through several policies and programs. One of the goals is to maintain high-quality residential neighborhoods and preserve existing housing resources, including units affordable to lower- and moderate-income households. Policy HE 2.8 specifically aims to preserve Milpitas's mobile home parks as an affordable housing option. To achieve this, the City has implemented Program 13: Mobile Home Rent Control. This program ensures the continuation of the Mobile Park Home Rent Control Ordinance, which regulates rental rates and the rights and responsibilities of both tenants and property owners within the three mobile home parks in Milpitas. The City also utilizes the services of nonprofit partners to administer the rent mediation process.

Does the availability of housing units meet the needs of the population?

As shown in the gaps analysis using 2023 ACS 5-year estimates, there is currently a 1,184-unit gap for renter households between 0%-50% AMI (approximately \$75,000 or less annual income). As noted during the citizen participation process, there is a significant lack of housing available to lower income populations. At this time, the demand for affordable housing is greater than the availability of the units.

Describe the need for specific types of housing:

As discussed in the Needs Assessment, those in need of affordable housing include people at -risk of homelessness, homeless individuals, seniors, people living with HIV/AIDS, people with disabilities. As identified throughout the City's community engagement efforts, there is an urgent need for homeless shelters, transitional housing and emergency funds and/or legal and emergency financial assistance to prevent eviction.

Discussion

Milpitas also has quantified objectives for new construction in the 2023-2031 Housing Element aiming to build 843 units for both extremely low-income and very low-income households, 970 units for low-income households, 1,131 for moderate-income households, and 2,927 for above-moderate income households, totaling 6,713 new units.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

The City of Milpitas is among a group of neighboring communities comprising the North County who host the highest home values and rents in the region. In the North County, Milpitas median home values are on the lower end and roughly similar to San Jose City based on 2024 Zillow data, however, are still extraordinarily high at almost \$1.5 million. As shown in the figure below, between 2018 and 2023, median renter income actually surpassed rising rental costs: renter income rose by 77% while rents rose by 39%. The reality of rising costs of everyday necessities and energy costs coupled with displacement of lower income renters in the City, however, necessitate caution in concluding that the City is affordable to all households based on income and rental data alone. Although home values rose more slowly than rents, the income required to afford homeownership increased by 61%, primarily due to high interest rates, making homeownership out of reach for most renter households. Additionally, rising home insurance rates due to climate change related risk will continue to exacerbate the lack of homeownership affordability in Milpitas and regionally.

Median contract rent increased by 102% between 2010 and 2023, according to data required by HUD. Median gross rent increased by 26% between 2018 and 2023. The vast majority of rental units rent for more than \$3,000 per month.

According to American Community Survey 5-year estimates, Milpitas home value increased 94% to from 2010 to 2023 to almost \$1.2 million. Based on the most recent Zillow data for 2024, however, the median for sale home price in Milpitas City was nearly \$1.5 million. As previously mentioned, Milpitas' median home value, although extremely high, is actually lower than the median home values of neighboring entitlement jurisdictions and for the County.

Cost of Housing

	Base Year: 2010	Most Recent Year: 2023	% Change
Median Home Value	608,000	1,180,000	94%
Median Contract Rent	1,445	2,918	102%

Table 29 – Cost of Housing

Rent Paid	Number	%
Less than \$500	295	6.2%
\$500-999	216	3.2%
\$1,000-1,499	402	7.5%
\$1,500-1,999	707	12.7%
\$2,000 or more	8,141	70.3%
Total	9,761	99.9%

Table 30 - Rent Paid

Alternate Data Source Name:

American Community Survey 2023 5-Year Estimates

Data Source Comments:

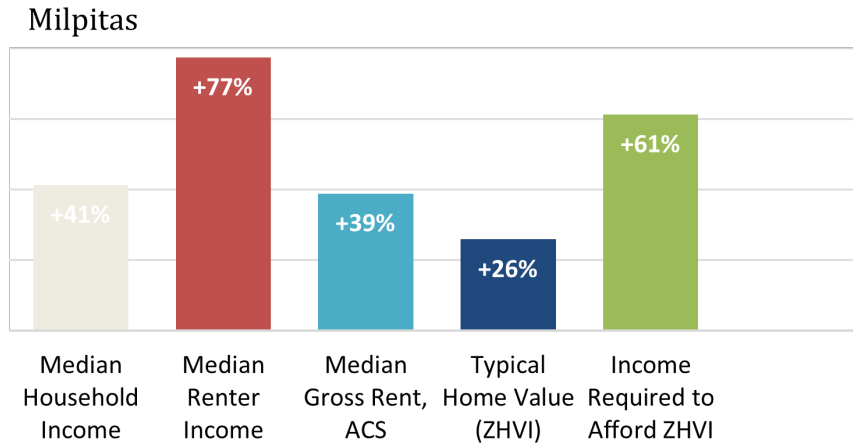


Figure 12 Affordability Change

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	500	No Data
50% HAMFI	1,375	219
80% HAMFI	2,665	443
100% HAMFI	No Data	732
Total	4,540	1,394

Table 31 – Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	2,383	2,694	3,132	4,011	4,425
High HOME Rent	2,058	2,206	2,649	3,052	3,385
Low HOME Rent	1,613	1,728	2,073	2,396	2,672

Table 32 – Monthly Rent

Data Source Comments:

Is there sufficient housing for households at all income levels?

The rental affordability gap conducted to support the Consolidated Plan found that the City of Milpitas needs 1,184 rental units affordable to renters with incomes of less than \$75,000: there are 2,417 renters with incomes under \$75,000 and 1,233 units affordable to them and therefore sufficient housing does not exist for households at all income levels.

Purchase affordability gaps—which occur when demand from potential first-time homebuyers outweighs the supply of affordable homes for sale—exist for renters until they have incomes exceeding \$150,000. An estimated 48% of Milpitas’ potential first-time homebuyers earn less than \$150,000, but approximately 4% of owner-occupied units are valued within their affordable price range.

How is affordability of housing likely to change considering changes to home values and/or rents?

High interest rates and increasing home insurance rates are likely to continue to be a barrier to homeownership in the region. Extremely high insurance rates will also impact the ability for affordable housing developers to pursue projects with sufficient affordability to address the need in the region. Building materials price increases and/or construction labor shortages will also continue to drive housing prices higher.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

The Fair Market Rent and the area median rent are comparable. This allows Housing Choice Voucher holders to rent properly sized units.

Discussion

MA-20 Housing Market Analysis: Condition of Housing - 91.210(a)

Introduction

HUD defines housing “conditions” similarly to the definition of housing problems previously discussed in the Needs Assessment. These conditions are:

1. More than one person per room
2. Cost burden greater than 30%
3. Lack of complete plumbing
4. Lack of complete kitchen facilities

Condition of Units

Most of the housing stock in Milpitas is in good condition with 70% of owners and 56% of renters reporting no negative conditions which is positive given the age of housing. Renters are more likely than owners to occupy housing units with condition challenges, with 41% in units with one condition, compared to 28% of owners.

Milpitas has a large inventory of older housing units with almost half of owned units and nearly a third of rental units being built before 1980. These units have the highest risk of lead based paint hazards. Based on CHAS data, 20% of both owned and rented units have children present who are at risk of exposure to lead paint. Interviews with Rebuilding Together, a regional housing rehabilitation nonprofit serving Milpitas, indicated that the need for lead remediation is often identified when evaluating applications for home rehabilitation assistance and substantial cost and few qualified contractors in the region.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

The City defines substandard housing consistent with the State of California:

According to the California Health and Safety Code, Division 13, Part 1.5 Regulation of Buildings Used for Human Habitation, a Substandard Building is one where there exists any of the conditions listed in section 17920.3 to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	4,149	28%	4,120	41%
With two selected Conditions	156	1%	279	3%
With three selected Conditions	27	0%	37	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	10,330	70%	5,615	56%
Total	14,662	99%	10,051	100%

Table 33 - Condition of Units

Alternate Data Source Name:

American Community Survey 2023 5-Year Estimates

Data Source Comments:

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	3,713	25%	4,589	46%
1980-1999	4,198	29%	2,412	24%
1950-1979	6,678	46%	2,949	29%
Before 1950	73	0%	101	1%
Total	14,662	100%	10,051	100%

Table 34 – Year Unit Built

Alternate Data Source Name:

American Community Survey 2023 5-Year Estimates

Data Source Comments:

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	6,751	46%	3,050	30%
Housing Units build before 1980 with children present	2,885	20%	1,580	16%

Table 35 – Risk of Lead-Based Paint

Alternate Data Source Name:

American Community Survey 2023 5-Year Estimates

Data Source Comments:

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Alternate Data Source Name:

American Community Survey 2023 5-Year Estimates

Data Source Comments: 1050 Total vacant units, data on rehab suitability is not available

Vacant Units Narrative

The City of Milpitas identifies vacant property as having potential for future residential development, as outlined in its 2023-2031 Housing Element. Key points regarding vacant property in the Housing Element include:

- **Sites Inventory:** The City maintains an inventory of land suitable for residential development, which includes vacant sites. This inventory is used to demonstrate that there is enough appropriately zoned land to meet the Regional Housing Needs Allocation (RHNA).
- **Opportunity Sites:** Some of the identified sites in the inventory are categorized as Opportunity Sites, which are vacant or underutilized sites currently zoned for residential or mixed-use that are likely to be redeveloped during the eight-year planning period. The inventory includes 35 vacant sites as opportunity sites.
- **Rezone Sites:** The inventory also includes Rezone Sites, some of which are vacant sites currently zoned 'C2 General Commercial' within the Gateway-Main Street Specific Plan area⁸. There are 177 vacant sites listed under rezone sites.

To determine the additional capacity for housing, the City has mapped its vacant and underutilized sites zoned for housing using GIS data. The City plans to maintain an up-to-date inventory of available sites for residential development, including vacant sites, and provide this information to prospective developers. These vacant properties are considered crucial for meeting the city's housing needs across various income.

Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing.

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PLAN_SECTION_ID=[1313801000]>

Estimate the number of housing units within the jurisdiction that are occupied by low or moderate income families that contain lead-based paint hazards. 91.205(e), 91.405

Data is not available to definitively indicate the number of units occupied by low- or moderate-income families with LBP hazards, however, as nearly half of owner occupied units and almost a third of renter occupied households were built prior to 1979, we can estimate that there are still homes in Milpitas that could have occupants at risk of LBP. Rebuilding Together is a strong advocate and partner to Milpitas and assesses all homes in the rehabilitation program for lead-based paint presence and conducts the requisite remediation.

Discussion

MA-25 Public And Assisted Housing - 91.210(b)

Introduction

SCCHA assists approximately 17,000 households through Section 8 Vouchers for housing. SCCHA also develops, controls, and manages affordable rental housing properties throughout the County. SCCHA's programs are targeted toward LMI households, and more than 80% of their client households are extremely low-income families, seniors, veterans, persons with disabilities, and formerly homeless individuals.

SCCHA has used Low Income Housing Tax Credit financing to transform and rehabilitate 535 units of public housing into SCCHA-controlled properties. The agency is an active developer of affordable housing and has either constructed, rehabilitated, or assisted with the development of more than 30 housing developments that service a variety of households, including special needs households. Over ten years ago, SCCHA entered into a ten-year agreement with HUD to become a Moving to Work (MTW) agency. The MTW program is a federal demonstration program that allows greater flexibility to design and implement more innovative approaches for providing housing assistance.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available					181			0	
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 37 – Total Number of Units by Program Type

Alternate Data Source Name:

Public Housing Data 2025

Data Source Comments: Data is for Milpitas residents only

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

n/a. Milpitas does not have any public housing.

Public Housing Condition

Public Housing Development	Average Inspection Score
N/A	0

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

N/A

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

As previously referenced, SCCHA has been a Moving to Work agency since 2008, during which time the agency has developed 31 MTW activities. The vast majority of its successful initiatives have been aimed at reducing administrative inefficiencies, which in turn opens up more resources for programs serving LMI families. The following is excerpted from SCCHA's August 2014 Board of Commissioner's report:

"SCCHA's Family Self Sufficiency (FSS) Program is designed to provide assistance to current SCCHA Section 8 families to achieve self-sufficiency. When a family enrolls in the five-year program, HPD's FSS Coordinator and LifeSTEPS service provider help the family develop self-sufficiency goals and a training plan, and coordinates access to job training and other services, including childcare and transportation. Program participants are required to seek and maintain employment or attend school or job training. As participants increase their earned income and pay a larger share of the rent, SCCHA holds the amount of the tenant's rent increases in an escrow account, which is then awarded to participants who successfully complete the program. SCCHA is currently in the initial stages of creating a pilot successor program to FSS under the auspices of its MTW flexibility called Focus Forward."

Every year, SCCHA provides a report to HUD on the previous year's activities in its FSS program.

Discussion:

MA-30 Homeless Facilities and Services - 91.210(c)

Introduction

This section discusses homeless facilities and services available for the homeless population.

Facilities Targeted to Homeless Persons

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	0	100	0	0	0
Households with Only Adults	0	0	42	8	0
Chronically Homeless Households	0	32	0	0	0
Veterans	0	0	0	18	0
Unaccompanied Youth	0	0	17	0	0

Table 39 - Facilities Targeted to Homeless Persons

Data Source Comments: Santa Clara County Office of Supportive Services

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

Mainstream services to support Milpitas residents including those that are used to complement services targeted to homeless persons and families are summarized below.

- The Living Wage Employment Initiative is a program that serves the CoC area (including Milpitas) by engaging previously homeless persons in job training, job fairs, and connects individuals to living-wage employment opportunities that lead to careers in high growth industries.
- Child Advocates of Silicon Valley connects court-appointed special advocates (CASAs) to foster children that make a long-term commitment to supporting the children by providing crucial mentorship.
- Project Sentinel serves residents in Milpitas by providing access to housing education, and counseling services and by investigating housing complaints and enforcing suitable and legal housing actions.
- Evergreen Valley College (EVC) provides Amazon Web Services Cloud Practitioner Programming over a series of four classes which will cover cloud-based computing, emerging technologies, and clean technologies. EVC also coordinates wraparound services for program participants which include academic counselors and industry connection mentors, food assistance, emergency grant vouchers, and assistance purchasing a laptop/textbooks.
- Milpitas Youth Force is a community service that supports low income youth and develops a workforce pipeline to City careers and careers in the private industry (e.g., Tech and Advanced Manufacturing). The program also provides wraparound services, stipends for professional attire, transportation passes, career coaches, and industry mentorships.
- The Rising Sun Center for Opportunity Climate Careers developed a two-part program to address climate change by employing local youth to provide energy efficiency services to residential households. The City is considering uses ARPA funds to expand an externship program that may be coordinated with the City's Climate Action Plan for two to four staff positions.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The City of Milpitas provides homeless services including those targeted to chronically homeless individuals and families, families with children, veterans, and unaccompanied youth. These services include:

- Hope for the Unhoused is a mobile service center that serves as a weekly “one-stop shop” for homeless persons and families to access food, water, clothing, tenants/sleeping bags, hygiene kits, and device recharging kits (among other basic need items). The center also provides unhoused persons access to VI-SPDAT assessment, medical care, and case management services (including documentation/ID, Social Security, EBT, VA, etc.)
- Project WeHope provides mobile shower facilities and laundry services.
- CityTeam’s Hope on Wheels is a food truck that offers warm meals to unhoused persons and families.
- The Valley Homeless Healthcare Program (VHHP) is part of the Santa Clara Valley Medical Center and provides medical services to homeless individuals including primary care and urgent care. The program also manages a Medical Respite Program for homeless persons discharged from hospitals and a Backpack Homeless Health Care Program for homeless persons in encampments.

While the City (and County) provide access to services and resources that meet the needs of homeless persons, the City identifies no homeless shelters or facilities within Milpitas. The closest homeless shelter for residents experiencing homelessness is located within San Jose which is approximately 10 miles from the City of Milpitas.

The City is taking steps to address the lack of resources available within City limits that meet the needs of homeless persons and families by drafting a local plan that will address and target homelessness by providing permanent supportive housing (PSH) units at 1000 Hillview Court and at 355 Sango Court.

MA-35 Special Needs Facilities and Services - 91.210(d)

Introduction

This section describes the supportive housing needs of special needs populations in the City of Milpitas including the facilities and services available within City limits to meet their unique housing and service needs. The special needs populations considered here include elderly and senior households, persons with disabilities, persons with addictions, public housing residents, and survivors of domestic violence.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Elderly persons. According to 1 year American Community Survey (ACS) estimates, elderly persons comprised 24% of the total resident population in Milpitas in 2023 (18,196 elderly persons). Elderly persons and seniors in Milpitas are at an increased risk of displacement, housing instability, and homelessness as many of these households live on fixed incomes and experience higher poverty rates than overall households. These households need access to housing assistance (including emergency assistance), accessible housing options near transportation, and access to affordable health services.

Elderly persons are served by Seniors Adults Legal Assistance (SALA) which provides free legal services to seniors in Santa Clara County and in the City of Milpitas including legal services related to public benefits, long-term care, alternatives to institutionalization, elder abuse, long-term care insurance, incapacity planning, probate, simple wills, and other housing- or landlord-related issues. Elderly and senior households in the City of Milpitas that cannot live independently are served by the Catholic Charities of Santa Clara County which investigates and resolves complaints for seniors (and adults with disabilities) living in long-term care facilities.

Persons with disabilities. Lack of housing that is affordable and accessible to persons with disabilities who are at the highest risk of unnecessary institutionalization is one of the primary barriers to meaningful community integration. Many individuals with disabilities rely on Supplemental Security Income (SSI) as their sole source of income, but the federal SSI benefit is so low that many affordable housing units are out of reach. Instead, permanent supportive housing units should either be affordable to extremely low-income households or have income-based rents such as those available with Project-Based Voucher (PBV) units. To support the needs of residents with disabilities in Milpitas, the Silicon Valley Independent Living Center (SVLIC) administers a housing service project to assist individuals with disabilities in acquiring the knowledge and skills they need to secure and maintain affordable and accessible housing in the city.

Narrative Continued

Persons with addictions and/or a mental illness. Persons with substance use addictions and persons with a mental illness experience significantly higher rates of homelessness and need greater access to supportive housing and services to avoid long-term housing instability. According to an analysis of data for households enrolled in the County's Rapid Rehousing (RRH) programs between September 2023 and August 2024, around one-third (31%) self-reported having a mental disability and 15% self-reported having a substance use disorder. Additionally, according to the 2023 Point-in-Time (PIT) survey, 11% of persons became homeless due to alcohol or drug use. Survey respondents reported a need for mental health services (25% or 256 people) and alcohol/drug counseling (18% or 183 people).

Residents with addictions and/or mental illness are served by Santa Clara County's Behavioral Health Services Department (BHSD) which provides mental health services and substance use treatment services for adults and older adults with substance use and mental health needs (including persons experiencing homelessness). Services are available in English, Spanish, Mandarin, Vietnamese, and Tagalog and include: withdrawal management services (including residential detoxification), residential treatment services that includes group, individual, and family counseling; recovery services such as coaching, relapse prevention, and referrals to housing, transportation, job training, and education; and transitional housing for clients engaged in outpatient treatment and need a safe space to stay/temporary housing.

Public housing residents. Public housing residents have complex supportive housing and service needs as many households have very low to low incomes and are at an increased risk of housing instability if they were to lose their housing assistance. The City serves public housing residents through Sunnyhills Apartments which provide 149 Section 8 units and require renewal of the subsidy contract with HUD periodically. The City is committed to preserving Sunnyhills as affordable housing for low income households and to implementing the City's plan to add 44 new units on site with seven units being affordable to extremely low income seniors. By the end of 2026, the City will have evaluated and identified more permanent funding options for Sunnyhills Apartments to ensure long-term housing stability and affordability.

Survivors of domestic violence. Experience with domestic violence is a leading factor of housing instability, homelessness, and financial insecurity—especially for single mothers who often struggle to afford housing and childcare costs in Milpitas. Next Door Solutions to Domestic Violence provides client-centered, community-based supportive services for survivors of domestic violence and services for her (or his) children. The organization also provides undisclosed emergency shelter when requested or needed by the individual/family. Similarly, the YWCA Silicon Valley works to end racism and violence and empowers women and children by offering supportive services, self-improvement programs, and undisclosed short-term and long-term emergency shelter. YWCA also provides client referrals to permanent housing when available.

Additionally, the City adopted the Rent Relief Program (administered by FORWARD which includes relocation help for survivors of domestic violence as well as emergency rental assistance, security deposit assistance, emergency hardship relief, eviction protection, and Section 8 good faith deposits.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

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PLAN_SECTION_ID=[1350402000]>

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

For program year 2025-2026, the Milpitas City Council allocated \$250,000 to Terrace Gardens Senior Housing to rehabilitate four dilapidated roofs. Terrace Gardens provides affordable housing to low-income Milpitas seniors.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

See above.

MA-40 Barriers to Affordable Housing - 91.210(e)

Describe any negative effects of public policies on affordable housing and residential investment

In its 2023-31 Housing Element, the City identified the following governmental constraints/barriers impeding affordable housing development:

- **General Plan Land Use Designations.** Overall, the City's land use designations do not pose a significant constraint on residential development, but the Town Center (TWC) and Neighborhood Commercial Mixed Use (NCMU) designations may be revised to better support housing production. Both districts have a commercial requirement, which may impede redevelopment of parcels in these zones with housing uses.
- **Zoning Ordinance.** The City's Zoning Ordinance has not been comprehensively updated to ensure consistency with the 2021 General Plan. The City planned to begin updating the comprehensive Zoning Ordinance in 2023, which was expected to be completed and adopted by 2024.
- **Development Processing Procedures and Timing.** The City completed a study to evaluate the development review and permitting process, implementing a number of actions to improve internal processes. Milpitas' review and approval timelines are similar to average times taken by other jurisdictions in Santa Clara County and were found not to pose a significant constraint on housing development. However, many factors outside of a local jurisdiction's control can constrain the timing between project approval and when the developer requests building permits, such as the inability to secure financing for construction or availability of design professionals to complete construction documents or make corrections.
- **Development fees.** The City does provide fee deferrals for projects that provide on-site affordable housing units. Housing Programs 16 and 20 include actions to explore fee deferrals and waivers for affordable housing production. Compared to other cities in Santa Clara County, Milpitas has higher fees per unit for single- and multi-family developments. Milpitas has the highest Entitlement Fees in the County for single-family developments located within the Metro Specific Plan area.

Continued in attached text.

Narrative Continued

Non-governmental constraints include:

- **Cost and availability of land.** The cost of land is a significant contributor to the overall cost of housing. Santa Clara County averages \$508 per square foot for a small single-family unit and

\$264 per square foot for a large single-family unit. The average cost for a multi-family unit in Santa Clara County is about \$60,000.

- **Construction costs.** The cost of construction, including labor and materials, has a significant impact on the overall cost of new housing units and can be a significant constraint to development. In 2021, average construction costs ranged from approximately \$260 per square foot for a mid-rise, seven-story multifamily project to approximately \$300 for a twelve-story, high-rise multifamily residential project in Milpitas. Assuming an average unit size of 1,200 square feet (including common areas), these estimates result in construction costs ranging from approximately \$312,000 to \$360,000 per unit in Milpitas. The high land and development costs in Milpitas mean that, without subsidies, new rental units affordable to very low and low-income households are difficult to provide at a feasible rate of return to a developer or investor. This also tends to hold true for for-sale housing at the moderate-income level.
- **Mortgage and rehabilitation financing.** The city of Milpitas does not vary greatly from other communities regarding the availability of home financing. In 2020, 69% of conventional purchase loan applications were approved, and 10% were denied. The denial rate was highest for home improvement loans at 33%. In a housing market such as Milpitas, the downpayment requirement may be a greater obstacle to homeownership for many households. As of March 2022, Redfin estimate, average home price in Milpitas was \$1,450,000. To provide a 10% down payment, a household would need to save \$145,000. Current home mortgage interest rates for home loans are steadily increasing for a 30-year fixed-rate mortgage. This means that prospective homebuyers will be less likely to qualify for home loans under the more stringent current lending standards.
- **Environmental constraints.** The City identified several environmental constraints that may act as barriers to affordable housing development, including geologic and seismic hazards, fire and flood hazards, and sea-level rise.

MA-45 Non-Housing Community Development Assets - 91.215 (f)

Introduction

Milpitas' largest employment sectors are Manufacturing, Professional, Scientific, and Management Services and Manufacturing, and Education and Health Services comprising just over half of all jobs in the City. Milpitas' employment landscape mirrors that of the county overall in its with a large share of jobs in Manufacturing with fewer people to fill those jobs, which is the largest single employment industry countywide. Information and Professional, Scientific, and Management Services are very high paying industries, with annual average wages ranging from \$250,000 to \$400,000.

Education and health care workers are paid much less, averaging between \$ in the attached figure, roughly a third of the City of Milpitas workers are in single worker households while over half are in 2+ worker households. This reflects the high wages paid in the tech-dominant industries, which enable workers to live alone and afford rent. Lower wage workers in other industries, however, will need to live in multiple-worker households, which the rental stock may not deliver.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	183	35	1	0	-1
Arts, Entertainment, Accommodations	2,519	4,044	7	14	7
Construction	1,399	3,523	4	12	8
Education and Health Care Services	5,982	4,531	17	15	-2
Finance, Insurance, and Real Estate	1,469	804	4	3	-1
Information	3,432	1,029	10	3	-7
Manufacturing	8,001	1,002	22	3	-19
Other Services	788	1,138	2	4	2
Professional, Scientific, Management Services	6,608	6,429	18	22	4
Public Administration	826	594	2	2	0

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Retail Trade	2,349	3,839	7	13	6
Transportation and Warehousing	1,106	491	3	2	-1
Wholesale Trade	1,266	2,128	4	7	3
Total	35,928	29,587	--	--	--

Table 40 - Business Activity

Alternate Data Source Name:

American Community Survey 2023 5-Year Estimates

Data Source Comments:

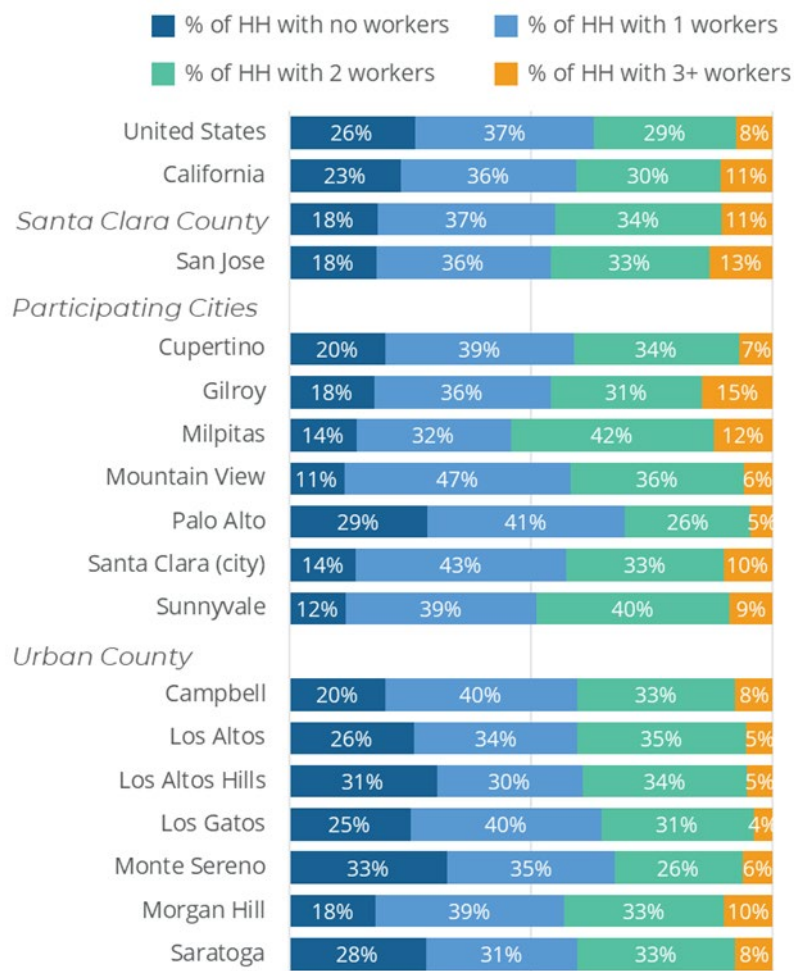


Figure 13 Workers per Household

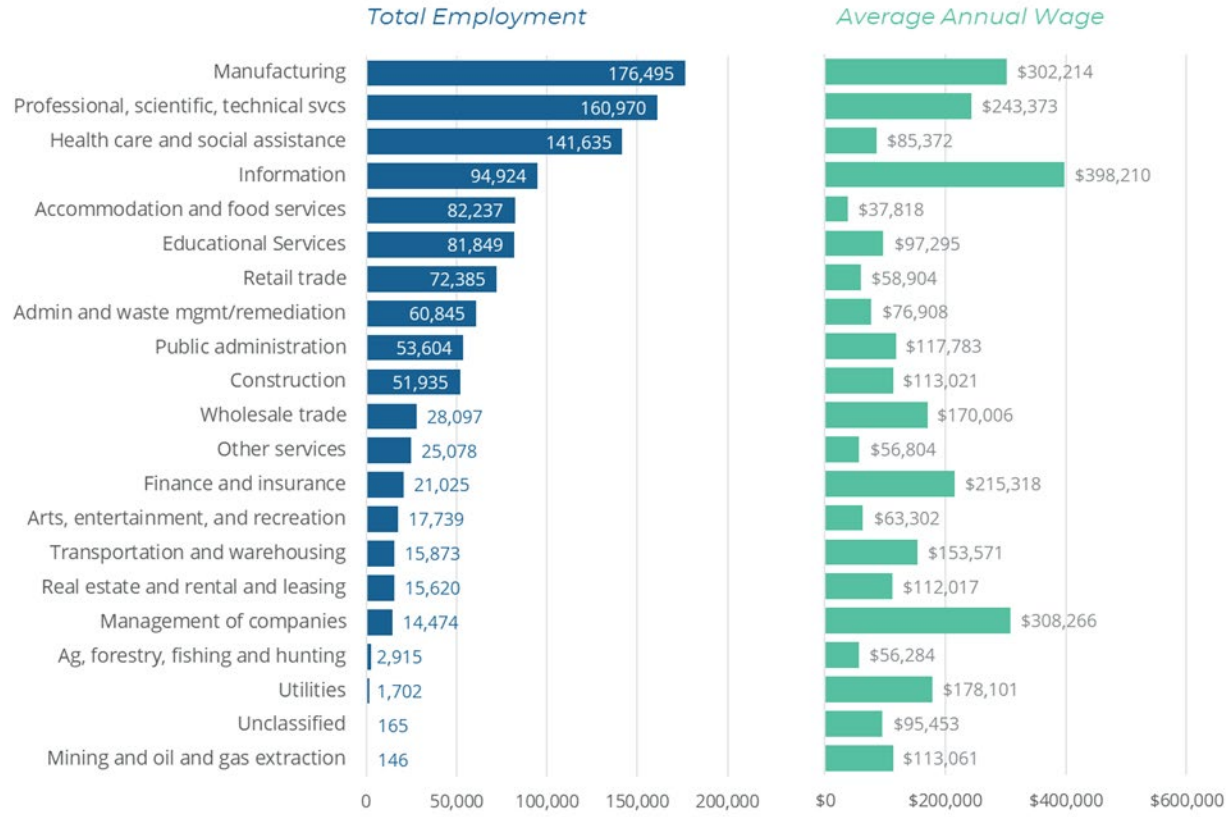


Figure 14 Average Salary by Industry

Labor Force

Total Population in the Civilian Labor Force	43,799
Civilian Employed Population 16 years and over	41,996
Unemployment Rate	4.12
Unemployment Rate for Ages 16-24	10.82
Unemployment Rate for Ages 25-65	3.32

Table 41 - Labor Force

Alternate Data Source Name:

American Community Survey 2023 5-Year Estimates

Data Source Comments:

Occupations by Sector	Number of People
Management, business and financial	8,080
Farming, fisheries and forestry occupations	26
Service	4,886
Sales and office	5,339
Construction, extraction, maintenance and repair	1,635
Production, transportation and material moving	4,229

Table 42 – Occupations by Sector

Alternate Data Source Name:

American Community Survey 2023 5-Year Estimates

Data Source Comments:

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	19,292	61%
30-59 Minutes	10,111	32%
60 or More Minutes	2,252	7%
Total	31,655	100%

Table 43 - Travel Time

Alternate Data Source Name:

American Community Survey 2023 5-Year Estimates

Data Source Comments:

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	1,932	66	1,636

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
High school graduate (includes equivalency)	3,684	217	1,511
Some college or Associate's degree	5,816	262	1,729
Bachelor's degree or higher	25,378	717	3,532

Table 44 - Educational Attainment by Employment Status

Alternate Data Source Name:

American Community Survey 2023 5-Year Estimates

Data Source Comments:

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	95	302	326	1,247	1,475
9th to 12th grade, no diploma	417	489	315	965	790
High school graduate, GED, or alternative	1,389	1,303	1,056	3,053	2,155
Some college, no degree	2,227	1,158	937	2,604	1,257
Associate's degree	257	674	684	1,775	935
Bachelor's degree	1,265	5,627	4,691	5,602	2,668
Graduate or professional degree	145	5,730	4,579	3,417	976

Table 45 - Educational Attainment by Age

Alternate Data Source Name:

American Community Survey 2023 5-Year Estimates

Data Source Comments:

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	34,592
High school graduate (includes equivalency)	41,683
Some college or Associate's degree	57,466
Bachelor's degree	103,257
Graduate or professional degree	153,890

Table 46 – Median Earnings in the Past 12 Months

Alternate Data Source Name:

American Community Survey 2023 5-Year Estimates

Data Source Comments:

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Although most Milpitas residents have college degrees and higher, a sizeable number of individuals have not obtained a college degree and are likely supporting high-paying jobs through employment in retail and services; their jobs may also be more susceptible to economic downturns. Affordable housing and housing stability programs should be targeted to these workers, in addition to persons experiencing homelessness. Employers should be motivated to help support workers in these industries as well; even if they are not direct employees, success of their industries depends on their service.

Milpitas is highly specialized in computer and electronics design and manufacturing. Milpitas has a unique strength in attracting and retaining Research and Development (R&D) and advanced manufacturing. These firms are at the forefront of new technological innovations.

Manufacturing. This is Milpitas' largest industry sector, accounting for 27% of all jobs.

By comparison, manufacturing jobs make up 16% of workers indicating a shortage of workers in this industry. Employment in the manufacturing sector remained largely unchanged between 2018 and 2023. Businesses in the manufacturing sector tend to be nationally and globally connected, trading and exporting goods to outside communities. Most manufacturing jobs in Milpitas are in advanced and high-tech Manufacturing, with only a small share of "traditional" manufacturing (e.g. food, beverage, wood products).

Professional, Scientific, and Technical Services (PSTS). This is the second largest industry by employment in Milpitas, with 16% of all jobs in the City. Cisco is Milpitas' largest employer and accounts for a large share of these PSTS jobs.

Education and Healthcare Services. This is the third largest sector in Milpitas, with 11% of all jobs. Jobs in this sector are paid lower than jobs in Manufacturing, and Professional, Scientific, and Technical Services with average wages at less than \$100,000 annually, or approximately 80% AMI. Workers in this industry would benefit from workforce housing opportunities as they likely have incomes that are too high to qualify for subsidized housing but too low for market rate housing without being cost burdened, particularly for single worker households.

Describe the workforce and infrastructure needs of the business community:

Milpitas has identified the following trends that impact economic development and growth in the city:

- Outward migration of workers to more affordable communities or becoming super-commuters;
- Continued investment in the high tech, manufacturing, advanced manufacturing, and emerging technologies sectors resulting in demand for a highly skilled labor force;
- Limited industrial employment land sites;
- Housing developers proposing MUH projects on industrially-zoned lands and ignoring housing opportunity sites identified in the City's sixth cycle Housing Element (2023-31);
- The need for creating and improving streamlined permitting processes;

- Implementing the Metro Specific Plan Accelerate the transformation of the 500 gross acre area surrounding the Milpitas Metro Center from an industrial and auto-oriented environment to a vibrant, connected and fully developed transit oriented neighborhood.
- Gateway-Main Street Specific Plan Envisioned as a vibrant downtown center for Milpitas featuring attractive neighborhoods and distinctive streets that provide a gathering place at the heart of the community.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

While there have been improvements in Milpitas local economic vitality, there is still a dire need for more workforce development opportunities, or outreach to communities about existing programs through the county and NOVA. Respondents to the community survey for this plan overwhelming selected workforce development opportunities as a critical need in Milpitas. The City of Milpitas is strongly supporting the growth of employment lands and therefore, there is a need to ensure that Milpitas residents can compete for quality jobs since the cost of living continues to increase significantly.

Infrastructure and business support systems are needed for a successful Innovation District and complete neighborhood and Metro Specific Plan area.

Regional economic development stakeholders interviewed for this Consolidated Plan are increasingly noticing a mismatch across the Santa Clara County region following the substantial tech industry layoffs a few years ago. There is an abundance of highly skilled, high paying jobs (versus entry level tech jobs) and very low skilled, low paying jobs that households cannot live on and many people who are in the middle and are not able to find jobs. The proliferation of AI is also likely to change the employability of people who are reluctant to learn and use these tools which could dramatically impact workers in this region. Stakeholders are seeing a percentage of layoff notices in the county that are 2 to 3 times the norm; roughly 12,000 people over the past few years. Many workers are in need of upskilling and programs are in place in partnership with community colleges to reach this population described in more detail below.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Milpitas residents have a high education attainment rate (bachelor's degree or higher of 56%). Milpitas's occupational mix is diverse. Of the top occupations by number of employees, there are well paying jobs in Software Development, Programming, Electrical and Electronics Assembly and Engineering. Professional, Scientific, and Technical Services (PSTS) offer the highest paid jobs in Milpitas. Health and education services is also a large employment industry in Milpitas, however, these jobs are

typically paid less. For the workforce in the service industry, it is likely that some of these employees may be under resourced and spending more than 30% of their household income on housing and transportation expenses. The City of Milpitas is focused on ensuring that career pipelines are in place for increasing the quality of life for all residents and employees.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Milpitas has a wide range of programs that provide upskilling opportunities to residents including:

- Milpitas Unified School District Innovation Campus Adult Education, Metro Education
- Electrical Training Alliance of Silicon Valley
- NOVAworksA nonprofit, federally funded employment and training agency that works closely with local businesses, educators, and job seekers to address the workforce needs of Silicon Valley by delivering employment and training services that:facilitate skill development and career mobility;align with and are of value to our business community; andenhance people's ability to live and work in Silicon Valley.Young Adult Program
- Milpitas MyPlanMilpitas' COVID-19 Workforce Recovery Program in partnership with NOVAworks through which program participants participated in career advisor meetings and workshops focused on personal assessments, career exploration, training options, resume development, job search strategies, interview fundamentals, and communication essentials that resulted in participants starting and interviewing for new jobs, negotiating salaries and enrolling in additional services with NOVAworks.
- SEMI Foundation – Semiconductor Trade Organization
- FlexFactor
- FlexFactor is an education and outreach program developed to inform, inspire, attract, and recruit high school students into careers in the tech economy. Through a project-based learning approach, FlexFactor engages students with real-world problems, advanced technologies, and entrepreneurship while exposing them to related regional education and career pathways that will provide the skills to enter the local workforce

The economic, workforce and community development programs outlined above will provide valuable resources and funding to assist individuals and families from low- to moderate-income households. The City of Milpitas is prioritizing programs and projects that address our most pressing economic, workforce and community development and housing needs.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

<TYPE=[text] REPORT_GUID=[F8DC4D3147433947165558A235C46686]
PLAN_SECTION_ID=[1370705000]>

Discussion

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Based on HUD exception grantee status, there are census block groups that qualify as Low to Moderate Income concentration at more than 37.5% for the purpose of CDBG eligibility as shown attached figure.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Minority concentration is defined as census tracts where the percentage of individuals of a particular racial or ethnic minority group is at least 20 percentage points higher than the citywide average.

There are 2 census tracts in Milpitas which that have high concentration of Hispanic households based on this definition: Census tract 5045.08 which is 36% Hispanic, and census tract 5046.02 which is 59% Hispanic. Concentration of low to moderate income households (those with incomes less than 80% AMI) are indicated in the table above. Based on this data, census tract 5046.02 meets the definition of both racial/ethnic minority and low to moderate income concentration.

What are the characteristics of the market in these areas/neighborhoods?

These areas are multi-family, generally higher density, residential neighborhoods.

Are there any community assets in these areas/neighborhoods?

N/A

Are there other strategic opportunities in any of these areas?

The city will continue to explore strategic opportunities for our lower income residents.

Census Tract	%LowMod
Block Group 1, Census Tract 5044.12	42%
Block Group 1, Census Tract 5044.14	42%
Block Group 1, Census Tract 5044.18	61%
Block Group 1, Census Tract 5044.21	40%
Block Group 1, Census Tract 5044.22	49%
Block Group 1, Census Tract 5044.23	39%
Block Group 1, Census Tract 5045.07	52%
Block Group 1, Census Tract 5045.10	52%
Block Group 1, Census Tract 5046.02	64%
Block Group 2, Census Tract 5044.12	79%
Block Group 2, Census Tract 5044.16	38%
Block Group 2, Census Tract 5044.18	48%
Block Group 2, Census Tract 5044.22	45%
Block Group 2, Census Tract 5045.05	60%
Block Group 2, Census Tract 5045.07	64%
Block Group 3, Census Tract 5044.12	61%
Block Group 3, Census Tract 5044.21	45%
Block Group 3, Census Tract 5044.24	54%
Block Group 3, Census Tract 5045.06	49%
Block Group 3, Census Tract 5045.07	42%
Block Group 4, Census Tract 5044.12	45%
Block Group 4, Census Tract 5045.07	41%

Figure 15 Census Tracts Low Mod

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Access to technology is fundamental for low- and moderate-income households and neighborhoods. The need to adopt to modern technology is rooted in one's ability to be connected. Lack of broadband creates a distinct disadvantage in a world where everyday tasks continue to be migrated online. These disparities are worsened in terms of access to health care, education, employment, civic participation, commerce, and inclusion in society.³

3 <https://www.fcc.gov/sites/default/files/bdac-low-income-communities-approved-rec-12172020.pdf>

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Per HUD guidance, all Consolidated Plan submitted after January 1, 2018, must address broadband needs within the jurisdiction. Below is a map outlining mobile and the region's access to providers offering broadband services. According to the Federal Communications Commission Fixed Broadband Deployment Map, 100% of the City of Milpitas residents have access to broadband.

The majority of the City of Milpitas has access to 3-5 internet service providers. Data was obtained from the Federal Communications Commission's Fixed Broadband Deployment website. See attached photos for reference.

All Providers Reporting Service



Census block ID: 060855045044022

Number of Fixed Residential Broadband Providers



Broadband



Technology ADSL, Cable, Fiber, Fixed Wireless, Satellite, Other
Speed ≥ 25/3 Mbps
Date Dec. 2020 (*latest public release*)

Provider	Tech	Down ▼ (Mbps)	Up (Mbps)
Comcast Corporation	Cable	1000	35
Sail Internet	Fixed Wireless	200	100
Etheric Networks, Inc.	Fixed Wireless	150	150
ViaSat, Inc.	Satellite	100	3
Hughes Network Systems, LLC	Satellite	25	3
AT&T Inc.	ADSL	18	1.5
Raw Bandwidth Telecom, Inc.	ADSL	15	1.5
VSAT Systems, LLC	Satellite	2	1.3

Figure 16 Broadband

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Per HUD guidance, all Consolidated Plan submitted after January 1, 2018, must assess risks of natural hazard associated with climate change to low-and moderate-income residents. As part of the 2024 County of Santa Clara's Operational Area Hazard Mitigation Plan Update – a county wide plan that identifies risks from natural and manmade disasters and how to minimize damage – the City of Milpitas developed an city specific annex to this plan through which it has reviewed and evaluated a set of potential natural hazards to help identify the top hazards threatening the area and capacity to respond. The City of Milpitas has 178 critical facilities and infrastructure: 32 Essential facilities (emergency response centers, public safety, schools)

- 66 Transportation structures (roads and bridges)
- 60 community assets (city hall, community structures)
- 11 Hazardous Materials

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Vulnerable populations such as the elderly and disabled communities are adversely affected by natural hazards. Low- and moderate-income populations are also disproportionately affected by natural disasters as, on average, they lack the resources to adequately deal with the financial burden a natural disaster may impose.

The Climate and Economic Justice Screening Tool (CEJST) in the figure below identifies census tracts that are overburdened and underserved. Several tracts in Milpitas meet the threshold for disadvantaged communities. Linguistic isolation, percentage of individuals with less than a high school diploma, high flood risk, exposure to air pollutants, and proximity to superfund and hazardous waste sites are among the factors contributing Milpitas census tract disadvantaged status.

Regional Risks and Planning

Regional Hazard Mitigation Planning. Santa Clara County faces growing risks from natural hazards as a direct result of climate change. The Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) identifies climate change as a key factor contributing to worsening year-round wildfire seasons, rising temperatures, and shifting precipitation patterns, all of which heighten the risks of drought, flash

flooding, and infrastructure failure.¹ As climate-driven hazards intensify, they require a coordinated response to mitigate their long-term impacts on communities across the county. These hazards, including wildfires, deteriorating air quality, extreme heat, drought, and flooding, are increasing in frequency and severity, threatening public safety, infrastructure, and economic stability.

Wildfires pose an escalating threat, particularly in areas where dense vegetation meets urban development. Rising temperatures, prolonged dry conditions, and increased fuel loads are intensifying wildfire frequency, spread, and destructiveness. Without proactive mitigation efforts, these conditions can continue to drive more frequent and severe wildfires.² While not all residents may be directly exposed to wildfire, secondary impacts, such as smoke and deteriorating air quality, will affect a much larger portion of the population. Vulnerable groups—including older adults, low-income residents, and individuals with pre-existing health conditions—are at the highest risk of experiencing respiratory complications and other long-term public health effects. As wildfire events become more frequent and severe, these secondary impacts will become an increasing concern for the county’s public health and emergency response efforts.

Extreme heat events affect public health, infrastructure, and energy demand. In high-density urban areas, particularly those with limited green space and inadequate cooling infrastructure, the urban heat island effect exacerbates already high temperatures, placing vulnerable populations at increased risk. Without proper mitigation, heat waves can lead to heat-related illnesses, increased strain on healthcare systems, and disruptions to energy infrastructure.³

Flooding remains a persistent concern, particularly in low-lying areas and neighborhoods near major waterways. Climate change is increasing the frequency and intensity of extreme storm events.⁴

Recognizing the growing impact of climate change on natural hazards, Santa Clara County incorporates climate adaptation into its emergency planning efforts. By aligning infrastructure investments, emergency preparedness programs, and land-use policies with climate change projections and community vulnerability assessments, the county is proactively enhancing resilience and protecting communities from future disasters.

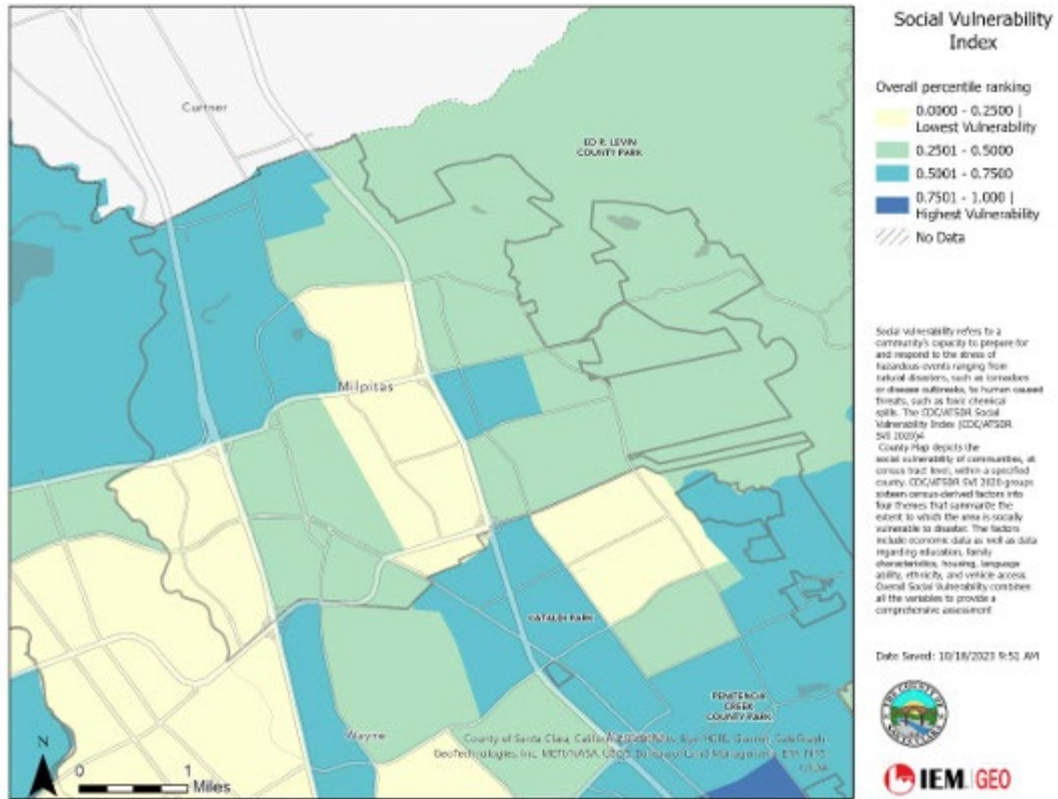


Figure 17 Social Vulnerability Index Map

Strategic Plan

SP-05 Overview

Strategic Plan Overview

SP-10 Geographic Priorities - 91.215(a)(1)

Geographic Area

Table 47 - Geographic Priority Areas

1	Area Name:	City of Milpitas
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the state

This is not applicable to the City of Milpitas. The City does not target specific geographic areas to focus CDBG funds. The City attempts to fund programs that target low to moderate income households only.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	Priority Need Name	Affordable Housing Development and Preservation
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Individuals Families with Children
	Geographic Areas Affected	City of Milpitas
	Associated Goals	Maintain and Preserve Affordable Housing Planning and Administration
	Description	Develop and preserve affordable housing and owner housing which includes rehabilitation and new construction
	Basis for Relative Priority	Priority needs based on current housing prices and conditions. Feedback from communitywide survey and public forums.
2	Priority Need Name	Supportive Services
	Priority Level	High

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	City of Milpitas
	Associated Goals	Planning and Administration
	Description	Greater provision of community services for those who are homeless or who have urgent housing instability.
	Basis for Relative Priority	Housing data has shown increasing rates of homelessness and increasing housing prices. Feedback from communitywide survey
3	Priority Need Name	Public Improvements
	Priority Level	High

	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Elderly Frail Elderly Persons with Physical Disabilities Persons with Developmental Disabilities
	Geographic Areas Affected	City of Milpitas
	Associated Goals	Public Improvements Planning and Administration
	Description	Safety and accessibility improvements to public spaces in high need areas of Milpitas.
	Basis for Relative Priority	Feedback from community engagement and City Council priorities
4	Priority Need Name	Public Services
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Elderly Frail Elderly
	Geographic Areas Affected	City of Milpitas
	Associated Goals	Supportive and Community Services Planning and Administration

	Description	Greater provision of community services including housing, landlord/tenant mediation, and legal services.
	Basis for Relative Priority	Feedback from public forum.
5	Priority Need Name	Community, Public and Neighborhood Sustainability
	Priority Level	Low
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Non-housing Community Development
	Geographic Areas Affected	City of Milpitas
	Associated Goals	Planning and Administration
	Description	<p align="left" class="TableParagraph">Preservation, revitalization and maintenance of neighborhoods. </p>
	Basis for Relative Priority	<p align="left" class="TableParagraph">The priority needs are based on feedback from communitywide survey and public forums. </p>
6	Priority Need Name	Economic Development
	Priority Level	High
	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	City of Milpitas

	Associated Goals	Workforce and Economic Development Planning and Administration
	Description	<p align="left" class="TableParagraph">Create and retain jobs and encourage businesses, to provide educational and job readiness, bolster workforce development and microbusiness opportunities.</p>
	Basis for Relative Priority	<p align="left" class="TableParagraph">The priority needs are based on feedback from communitywide survey, and resident /stakeholder workshops. </p>

Narrative (Optional)

SP-30 Influence of Market Conditions - 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	<p align="left" class="TableParagraph">As indicated in the Needs Assessment Chapter of this Consolidated Plan, 1,025 renters, or 29% of all renters with incomes less than 100% HAMFI (approximately \$180k for a family of four), pay more than 50% of their gross household income in housing costs and, as such, face severe cost burden, an additional 1,155 renters, or 32% of renters in this income group pay more than 30% of their gross household income in housing costs and experience moderate cost burden.</p>
TBRA for Non-Homeless Special Needs	<p align="left" class="TableParagraph">Housing costs in the region continue to increase and be more burdensome for those with special needs. Housing affordability can help minimize the burden held by persons with special needs along with greater availability for supportive housing. Special needs populations are often necessarily relying on fixed incomes such as social security which is insufficient based on housing costs in the region making these households particularly vulnerable to displacement and homelessness.</p>
New Unit Production	The State of California’s Housing and Community Development Department has established the current Regional Housing Needs Assessment (RHNA) for the City of Milpitas for the years 2023-2031. The city was allocated the following: Very Low Income: 1,685 Low Income: 970 Moderate Income: 1,131 Above Moderate Income: 2,927
Rehabilitation	46% of owner housing stock and 29% of rental inventory in Milpitas was built before 1980, in which many will be due for repairs and rehabilitation work. The city’s CDBG funds will continue to fund organizations that complete repairs and rehabilitation for low and very low-income households.
Acquisition, including preservation	With a lack of vacant land and funding for new development, acquisition and preservation of the current housing stock is important to maintain the affordable housing stock.

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

For FY 2025-2026, the City of Milpitas has received an entitlement allocation amount of \$555,374.00. The City will allocate CDBG funds to eligible activities that address the needs identified in the Consolidated Plan. Prior years program income in the amount of \$659,751.05 from revolving loan funds will be re-allocated to economic development activities and capital projects.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	555,374	659,751	0	1,215,125	2,221,496	Prior year program income from revolving loan funds will be re-allocated to economic development activities and capital projects.

Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Not applicable, the City does not match federal funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

There are three parcels controlled by the City. One parcel, located at 1432 S. Main Street, is owned by Milpitas Housing Authority and is approximately 0.9 acres in size. Currently, the parcel is occupied by commercial tenants, but the land is zoned as high-density multi-family residential. In January 2022, City Council directed staff to sell the parcel owned by the Milpitas Housing Authority with the intent that the buyer will develop affordable housing.

The other two parcels, approximately 1.7 acres, are located adjacent to the Milpitas Housing Authority property and is owned by the City of Milpitas. That City parcels are also occupied by commercial businesses but is also zoned for multi-family residential use. Staff is awaiting City Council direction for this parcel.

Discussion

See discussion above.

SP-40 Institutional Delivery Structure - 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Milpitas Planning and Neighborhood Services	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction
County of Santa Clara Office of Supportive Housing	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Region
Project Sentinel	Non-profit organizations	Non-homeless special needs Rental	Region
Santa Clara County Housing Authority	PHA	Public Housing Rental	Region
The Health Trust	Non-profit organizations	Non-homeless special needs public services	Region

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
SILICON VALLEY INDEPENDENT LIVING CENTER	Non-profit organizations	Non-homeless special needs Rental public services	Region
CATHOLIC CHARITIES	Community/Faith-based organization	Non-homeless special needs public services	
REBUILDING TOGETHER SILICON VALLEY	Non-profit organizations	Non-homeless special needs Ownership Rental	Region
Abode Services, inc.	Non-profit organizations	Homelessness	Region
NEXT DOOR SOLUTIONS TO DOMESTIC VIOLENCE	Non-profit organizations	Non-homeless special needs public services	Jurisdiction
YWCA IN SCV	Non-profit organizations	Non-homeless special needs public services	Region

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The delivery structure is established to provide social services to the community. Current strengths of the system include its ability to reach seniors, children and youth, and survivors of domestic violence. The system has gaps in assisting the homeless and those most at-risk of homelessness. Currently, there are no homeless shelters located within the City limits. The closest shelter is more than 10 miles away in downtown San Jose. The system also lacks in providing adequate resources for those most at risk of experiencing homelessness. While the city has made strides to enhance that section of the delivery system, a substantial investment must be made to prevent those most at risk of homelessness from experiencing homelessness.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance			

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Rental Assistance	X		
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse			
Child Care			
Education			
Employment and Employment Training			
Healthcare			
HIV/AIDS			
Life Skills			
Mental Health Counseling	X	X	
Transportation			
Other			

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

Currently, there are no homeless shelters located within the City limits. The closest shelter is more than 10 miles away in downtown San Jose. The system also lacks in providing adequate resources for those most at risk of experiencing homelessness. While the city has made strides to enhance that section of the delivery system, a substantial investment must be made to prevent those most at risk of homelessness from experiencing homelessness.

The City contracts with the County of Santa Clara's Office of Supportive Housing to secure services from its Homeless Engagement and Assessment Team (HEAT). HEAT focuses on providing direct outreach services to Milpitas' unhoused residents. The outreach results in the placement of our unhoused residents into the community queue for transitional housing opportunities in the long term and counseling, mental health, and other resources in the short term.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Current strengths of the system include its ability to reach seniors, children and youth, and victims of domestic violence. The system has gaps in assisting the homeless and those most at-risk of homelessness. Currently, there are no homeless shelters located within the City limits. The closest shelter is more than 10 miles away in downtown San Jose. The system also lacks in providing adequate resources for those most at risk of experiencing homelessness. While the city has made strides to enhance that section of the delivery system, a substantial investment must be made to prevent those most at risk of homelessness from experiencing homelessness.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City endeavors to overcome institutional and service delivery system gaps by collaborating with service providers that address the City's priority needs and by leveraging local, state, and federal funding sources. The City collaborates with WeHope to provide case management to unhoused individuals and provides rental, security deposit and utility assistance for individuals who are chronically homeless or at risk of homelessness.

SP-45 Goals - 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Maintain and Preserve Affordable Housing	2025	2030	Affordable Housing	City of Milpitas	Affordable Housing Development and Preservation	CDBG: \$1,026,870	Homeowner Housing Rehabilitated: 248 Household Housing Unit
2	Supportive and Community Services	2025	2030	Non-Homeless Special Needs Non-Housing Community Development	City of Milpitas	Public Services	CDBG: \$592,500	Public service activities other than Low/Moderate Income Housing Benefit: 1940 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 20 Households Assisted
3	Public Improvements	2025	2030	Non-Housing Community Development	City of Milpitas	Public Improvements	CDBG: \$217,500	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted
4	Workforce and Economic Development	2025	2030	Non-Housing Community Development	City of Milpitas	Economic Development	CDBG: \$500,000	Businesses assisted: 50 Businesses Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Planning and Administration	2025	2030	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City of Milpitas	Affordable Housing Development and Preservation Supportive Services Public Improvements Public Services Community, Public and Neighborhood Sustainability Economic Development	CDBG: \$440,000	Other: 1 Other

Table 53 – Goals Summary

Goal Descriptions

1	Goal Name	Maintain and Preserve Affordable Housing
	Goal Description	Maintain and preserve existing affordable homeownership and rental housing for LMI Households through housing rehabilitation.
2	Goal Name	Supportive and Community Services
	Goal Description	Provide supportive services for low and moderate income and special populations (seniors, domestic violence survivors, youth) including case management, and legal assistance;
3	Goal Name	Public Improvements
	Goal Description	Invest in infrastructure and public facility improvements that prioritize safety, accessibility and community building.

4	Goal Name	Workforce and Economic Development
	Goal Description	Support for workforce development programs including assistance for microenterprise and small businesses.
5	Goal Name	Planning and Administration
	Goal Description	Provide management, planning and implementation of the City's CDBG program.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The five-year Consolidated Plan estimates to provide affordable housing as defined by HOME to 148 renter households and 100 homeowner households. The estimated breakdown of affordability will be as follows:

ELI: 84

LI: 164

MOD: 0

The City's goal is to assist the lowest income residents as these residents tend to experience housing insecurity more disproportionately.

SP-50 Public Housing Accessibility and Involvement - 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The City of Milpitas currently does not have any public housing. However, there is a project-based Section 8 property in the City, the Sunnyhills Apartments. The Sunnyhills Apartments is a 171-unit development in which 149 units receive project-based Section 8 vouchers. The project-based Section 8 vouchers subsidize assistance for each unit with the Department of Housing and Urban Development, establishing fair market rent for the area and what the tenant can afford to pay. The goal is to be competitive with the local market thus incentivizing the owner to rent to low-income households.

Activities to Increase Resident Involvements

N/A

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

N/A

SP-55 Strategic Plan Barriers to Affordable Housing - 91.215(h)

Barriers to Affordable Housing

In its 2023-31 Housing Element, the City identified the following governmental constraints/barriers impeding affordable housing development:

- **General Plan Land Use Designations.** Overall, the City's land use designations do not pose a significant constraint on residential development, but the Town Center (TWC) and Neighborhood Commercial Mixed Use (NCMU) designations may be revised to better support housing production. Both districts have a commercial requirement, which may impede redevelopment of parcels in these zones with housing uses.
- **Zoning Ordinance.** The City's Zoning Ordinance has not been comprehensively updated to ensure consistency with the 2021 General Plan. The City planned to begin updating the comprehensive Zoning Ordinance in 2023, which was expected to be completed and adopted by 2024.
- **Development Processing Procedures and Timing.** The City completed a study to evaluate the development review and permitting process, implementing a number of actions to improve internal processes. Milpitas's review and approval timelines are similar to average times taken by other jurisdictions in Santa Clara County and were found not to pose a significant constraint on housing development. However, many factors outside of a local jurisdiction's control can constrain the timing between project approval and when the developer requests building permits, such as the inability to secure financing for construction or availability of design professionals to complete construction documents or make corrections.
- **Development fees.** The City does provide fee deferrals for projects that provide on-site affordable housing units. Housing Programs 16 and 20 include actions to explore fee deferrals and waivers for affordable housing production. Compared to other cities in Santa Clara County, Milpitas has higher fees per unit for single- and multi-family developments. Milpitas has the highest Entitlement Fees in the County for single-family developments located within the Metro Specific Plan area.

Continued in attached text.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Please see attached narrative.

Strategy to Remove Barriers

Examples of actions that the City has taken to reduce or ameliorate barriers to affordable housing since the 5th Housing Element Cycle include:

- Completing a comprehensive update to the City's General Plan and Land Use Element and creating new mixed-use zones;
- Updating the Milpitas Metro Specific Plan and Milpitas Gateway-Main Street Specific Plan to support higher residential densities and building heights in locations adjacent to high quality transit.
- Adopting an Inclusionary housing ordinance (Affordable Housing Ordinance); and amending it to encourage more on-site construction of affordable units.
- Adopting Zoning Ordinance amendments to address changes in State Law related to Accessory Dwelling Units, Two-Unit Developments (SB 9), and Objective Design Standards (SB 330).

Goal HE-3 in the City's 2023-31 Housing Element addresses barriers to new housing production, specifically to continually assess the barriers to new housing production and proactively mitigate the governmental constraints to new housing development. Specific policies include:

- **HE 3.1:** Continually review and right-size development fees on housing development. Adjust or defer City fees for affordable housing development.
- **HE 3.2:** Track changes to State housing legislation and regularly update the City's Zoning Ordinance to reduce barriers to housing production and incentivize affordable housing production.
- **HE 3.3:** Implement recommendations in the Housing Opportunity Zone (HOZ) study to reduce barriers to new affordable housing production, while balancing the need for convenient neighborhood-serving retail stores and services for existing and future residents.
- **HE 3.4:** Maintain and implement the City's Objective Design Standards for residential projects to streamline the development review process and increase predictability of review outcomes.
- **HE 3.5:** Prioritize investment in transportation, infrastructure, and utility improvements to reduce development barriers and costs for producing affordable housing.
- **HE 3.6:** Respond to changing market conditions and diverse housing needs, such as recognizing the need for limited term rentals (six months or less) for temporary employees and independent contractors or gig workers.
- **HE 3.7:** Support the adaptive reuse, renovation, conversion, or redevelopment of economically-underutilized properties or buildings for residential or mixed-use development.

- **HE 3.8:** Be a strong advocate for legislative change and funding/financing initiatives to support affordable housing.
- **HE 3.9:** Continue to streamline housing permitting and procedures consistent with State laws (e.g., AB 2234) and the City’s Service Delivery Study.

Additionally, the City’s “Adequate Sites and Housing Production” goal has two relevant policies to address barriers to affordable housing, including:

- **HE 1.5:** Facilitate the development of housing through the adoption of new zoning districts consistent with the General Plan, zoning incentives or waivers, development process streamlining, and CEQA findings of consistency, especially affordable housing in high resource areas.
- **HE 1.8:** Regularly review the land use designations and zoning districts to encourage a variety of housing types to be developed at a range of densities to equitably serve households at all economic levels, and to meet the needs of large family households, the elderly, and people with disabilities.

SP-60 Homelessness Strategy - 91.215(d)

Describe how the jurisdiction's strategic plan goals contribute to:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City partners with WeHope to provide homeless outreach and engagement services, conduct VI-SPDAT assessments, and to ensure homeless persons into the County's community queue for housing opportunities. These strategies, and the City's strategic plan goals, will be leveraged by the goals and policies adopted by the 2024 Housing Element which will focus on meeting the needs of the City's unhoused population.

The City of Milpitas will work to improve homeless outreach and to better assess the unique housing and service needs of homeless persons and families in Milpitas through the following strategies and actions: 1) continue to outreach and respond to the immediate needs of the unhoused and at-risk populations through a collaborative efforts between City and County staff and social service providers; 2) pursue for funding for programs and facilities that assist the unhoused populations and households at risk of homelessness; and 3) conduct a feasibility study to establish a low barrier navigation center to provide temporary housing and case management services for the unhoused population and take steps based on the recommendations, including identifying sites and funding sources as appropriate.

Addressing the emergency and transitional housing needs of homeless persons

The City of Milpitas addresses the emergency and transitional housing needs of homeless persons by coordinating services between the City's Police Department, Office of Building Safety, and Public Works Department and local service providers including LifeMoves and Hope for the Unhoused. The City will continue to address emergency and transitional housing needs by implementing the goals, policies, and programs adopted as part of the Housing Element Update which includes the goal to collaborate with regional agencies and organizations to support the unhoused population in Milpitas through the provision of supportive housing and services. To achieve this goal, Milpitas will implement a range of policies that focus on addressing the immediate and long-term housing needs of homeless persons and families including: 1) Prioritize providing permanent and transitional supportive housing for the unhoused population to offer a stable living environment and to improve their quality of life; 2) Maintain and improve crisis response beds including during periods of cold/warm weather; and 3) Provide or refer individuals to temporary housing with support programs to transition the unhoused population from homelessness to permanent housing.

The City will also work to address the emergency and transitional housing needs of homeless persons and families by zoning for a variety of housing types that meet the needs of homeless persons living in Milpitas including emergency shelters, supportive housing, low barrier navigation centers, and other interim housing types.

Additionally, Milpitas is taking steps to address the lack of resources available within City limits that meet the needs of homeless persons and families by drafting a local plan that will address and target homelessness by providing permanent supportive housing (PSH) units at 1000 Hillview Court and at 355 Sango Court.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City of Milpitas is committed to helping homeless persons and families make the transition to permanent housing and independent living and makes every effort to ensure individuals and families who were recently homeless do not become homeless again. The City's strategy to address and end homelessness for individuals and families is facilitated and supported by the 2024 Housing Element which includes a range of goals and policies to address the housing and service needs of homeless persons. These goals and programs (and related actions) are highlighted and summarized below.

Goal HE-8: Collaborate with regional agencies and organizations to support the unhoused population in Milpitas through the provision of services and supportive housing. The City will implement the following policies, strategies, and action items to achieve this goal:

- Prioritize providing permanent and transitional supportive housing for the unhoused population to offer a stable living environment and improve their quality of life.
- Maintain and improve crisis response beds including during periods of cold/warm weather.
- Provide or refer individuals to temporary housing with support programs to transition the unhoused population from homelessness to permanent housing.
- Pursue funding for programs and facilities that assist the unhoused populations and households at risk of homelessness.
- Continue to outreach and respond to the immediate needs of the unhoused and at-risk populations through a collaborative effort between City and County staff and social service providers.
- Conduct a feasibility study to establish a low barrier navigation center (e.g., as a "tiny home village") to provide temporary housing and case management services for the unhoused

population and take steps based on study recommendations, including identifying sites and funding sources as appropriate.

Program 22: Supportive Housing for Persons with Disabilities. The City will work with the Santa Clara County Office of Supportive Housing (OSH), through its administration of Measure A funds, and the Santa Clara County Housing Authority (SCCHA), through its ability to invest project-based vouchers (PBV) in developments, to increase the availability of permanent supportive housing. The City will implement the following action items:

- Meet with OSH, SCCHA, and the San Andreas Regional Center (SARC) to explore avenues for collaboration;
- Identify and implement possible zoning incentives, such as expedited processing and density bonuses, along with fee waivers or reductions, and other financial support for projects that provide supportive housing or dedicated housing units for persons with disabilities;
- 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;
- By the end of 2025, analyze the suitability of sites identified in the Sites Inventory for permanent supportive housing development and conduct community engagement about those sites; and
- By the end of 2026, commit available City resources to permanent supportive housing developments in partnership with OSH and/or SCCHA.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The City does not currently have an institutional discharge policy and instead collaborates with the Santa Clara County Continuum of Care (CoC)—who recently updated their Quality Assurance Standards to include a homeless discharge coordination policy—to ensure individuals are not discharged into homelessness by providing guidance and resources to individuals released from institutions. The discharge policy includes access to reentry resource centers where VI-SPIDAT assessments can be administered (for example). The VI-SPIDAT assessment measures the acuity level of an individual and is used to inform the type of support or housing that is needed to support the individual. It also serves as the entry point for the accessing other resources or supportive services such as residential or outpatient treatment, transitional housing, or emergency shelter access.

The City employs a range of strategies to help low income residents and families avoid housing instability and homelessness. These strategies, policies, and programs are outlined in the City's 2024 Housing Element and are summarized below.

Program 7: Tenant Assistance Services. The City will continue to utilize the services of qualified nonprofits) to provide housing outreach and assistance, landlord-tenant mediation services, mortgage default counseling, and referrals to other support services to Milpitas residents, landlords, and housing professionals. Actions the City plans to implement include:

- Promote rental assistance with the objective to assist 300 Milpitas residents, landlords, and housing professionals over the next eight years with rental assistance;
- 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, and other support;
- Continue to facilitate and ensure compliance with the California Tenant Protection Act of 2019 that regulates just cause evictions and maximum annual rent increases;
- 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 and offers up to \$1,000 per year for families; and
- Continue to coordinate with the San Andreas Regional Center (SARC) for services, outreach, and referrals for tenants with disabilities.

Last Question Narrative Continued

The City also supports low income individuals and families through several economic development strategies and initiatives. For example, the City's Build It Green Initiative implemented a Certified Green Building Professional (CGBP) training program to introduce program participants to green building and construction concepts. The program includes access to online courses and provides certification opportunities for up to 25 low income Milpitas residents to access high-wage jobs upon completion of the program. (The program requires a minimum passing grade of 80%. It is funded by ARPA dollars.)

The City does not directly provide supportive services from individuals returning from mental or physical health institutions, but Milpitas does partner with the Santa Clara County Continuum of Care (CoC) to provide supportive services and housing services to these individuals. The CoC's strategy to help low income persons and families avoid homelessness after being discharged from institutions and systems of care is implemented by the County's 2020-2024 Community Plan to End Homelessness which includes a three-part strategy to end homelessness in Santa Clara County and jurisdictions. To facilitate these strategies, the County's CoC developed a set of action items. Relevant action items developed to ensure

low income persons and families avoid homelessness (especially after institutionalization) or who are receiving assistance from public and private agencies include but are not limited to:

- Ensure that people involved in the criminal justice system do not become homeless by expanding existing and developing new housing and workforce development programs to successfully reintegrate people leaving probation, parole, jails, and prisons in the community; and by supporting households with incarcerated family members to prevent homelessness.
- Ensure that people accessing safety net services have the support they need to obtain and maintain housing by adopting housing screening and referral processes for individuals and families accessing safety net services; expand housing programs for families involved in the child welfare system; and by expanding housing resources available to Medi-Cal recipients accessing services in the Specialty Mental Health System.
- Expand housing programs for families involved in the child welfare system; and expand and diversify housing programs for foster youth to meet their long-term housing needs so no foster youth become homeless.

SP-65 Lead-based Paint Hazards - 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The County of Santa Clara has received funding from State's Department of Health Service and Federal Government for Center for Disease Control to implement a Childhood Lead Poisoning Prevention Program. The funded programs include community outreach screen, case management and public education to inform low-to-moderate income and older communities. The project will then follow up with environmental testing, lead-based education, blood-lead testing for children, hazard reduction grants and follow up with monitoring and testing.

Milpitas has adopted a Lead-Based Paint Management Plan which complies with HUD Based Paint regulations, which outlines the required states of abatement and remediation for rehabilitation projects. In addition, the City publicize and identifies lead-based hazards and older residential projects through its Code Enforcement Division and Building Department. In addition, projects undergoing rehabilitation, under the City's Rehabilitation, provides technical assistance and abatement of lead- based paints.

How are the actions listed above related to the extent of lead poisoning and hazards?

Forty-six percent of owner-occupied homes in Milpitas were built prior to 1980, the period of time identified as using lead-based paint.

How are the actions listed above integrated into housing policies and procedures?

Milpitas has adopted a Lead-Based Paint Management Plan which complies with HUD Based Paint regulations, which outlines the required states of abatement and remediation for rehabilitation projects.

SP-70 Anti-Poverty Strategy - 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The City of Milpitas will follow these actions:

- Work with non-profit housing developers to fund and provide more affordable housing opportunities to address the homeless problem and needs of very low and low-income households.
- Provide funding and supportive services to prevent very low-income persons and families from becoming homeless and assist them in ending the cycle of homelessness.
- Address the employment and income needs of individuals and families who are economically disadvantaged, including persons who are homeless, who have disabilities, and those who are participating in the County of Santa Clara Welfare-to-Work Programs.
- Provide funding for a variety of services and referrals to assist people in obtaining access to public assistance to prevent poverty.
- Per Section 3, if there are HUD funded projects that can create direct economic opportunities must take every effort to recruit, target and directed towards low and very low-income residents and businesses.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Many of the organizations the City contracts with regionally work to reduce poverty within the City.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Expected Resources

AP-15 Expected Resources - 91.220(c)(1,2)

Introduction

For FY 2025-2026, the City of Milpitas has received an entitlement allocation amount of \$555,374.00. The City will allocate CDBG funds to eligible activities that address the needs identified in the Consolidated Plan. Prior years program income in the amount of \$659,751.05 from revolving loan funds will be re-allocated to economic development activities and capital projects.

New program income earned in the amount of \$368,359.55 will be reallocated 20% to the 2025-2026 Program Administration Cap, 15% to the 2026-2027 Public Services Cap, and the remainder to economic development and capital projects. The new total for program income is the sum of existing monies and the new program income earned. Any new program income earned after this amendment and during the 2025-2029 Consolidated Plan will be allocated in this manner:

Max Program Administration Cap for Current Program Year (20%)

Max Public Services Cap for Following Program Year (15%)

Remainder to Economic Development Activities or Capital Projects

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public – federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	555,374.00	659,751.05 \$1,028,110.60	0.00	1,215,125.05	2,221,496.00	Prior year program income from revolving loan funds will be re-allocated to economic development activities and capital projects.

Table 54 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Not applicable, the City does not match federal funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

There are three parcels controlled by the City. One parcel, located at 1432 S. Main Street, is owned by Milpitas Housing Authority and is approximately 0.9 acres in size. Currently, the parcel is occupied by commercial tenants, but the land is zoned as high-density multi-family residential. In January 2022, City Council directed staff to sell the parcel owned by the Milpitas Housing Authority with the intent that the buyer will develop affordable housing.

The other two parcels, approximately 1.7 acres, are located adjacent to the Milpitas Housing Authority property and is owned by the City of Milpitas. That City parcels are also occupied by commercial businesses but is also zoned for multi-family residential use. Staff is awaiting City Council direction for this parcel.

Discussion

See discussion above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Maintain and Preserve Affordable Housing	2025	2030	Affordable Housing	City of Milpitas	Affordable Housing Development and Preservation	CDBG: \$250,000.00	Rental units rehabilitated: 148 Household Housing Unit Homeowner Housing Rehabilitated: 23 Household Housing Unit
2	Supportive and Community Services	2025	2030	Non-Homeless Special Needs Non-Housing Community Development	City of Milpitas	Supportive Services	CDBG: \$83,306.10	Public service activities other than Low/Moderate Income Housing Benefit: 179 Persons Assisted
3	Workforce and Economic Development	2025	2030	Non-Housing Community Development	City of Milpitas	Community, Public and Neighborhood Sustainability Economic Development	CDBG: \$110,993.10	Businesses assisted: 67 Businesses Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Planning and Administration	2025	2030	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City of Milpitas	Affordable Housing Development and Preservation Supportive Services Public Improvements Public Services Community, Public and Neighborhood Sustainability Economic Development	CDBG: \$111,074.80	Other: 1 Other

Table 55 – Goals Summary

Goal Descriptions

1	Goal Name	Maintain and Preserve Affordable Housing
	Goal Description	Maintain and preserve existing affordable homeownership and rental housing for LMI Households through housing rehabilitation.
2	Goal Name	Supportive and Community Services
	Goal Description	Provide supportive services for low and moderate income and special populations (seniors, domestic violence survivors, youth) including case management, and legal assistance .
3	Goal Name	Workforce and Economic Development
	Goal Description	Invest in projects that support workforce development including support for small businesses and microenterprise to benefit LMI households.

4	Goal Name	Planning and Administration
	Goal Description	Provide management, planning and implementation of the City's CDBG program.

AP-35 Projects - 91.220(d)

Introduction

The Consolidated Plan goals represent high priority needs for the City of Milpitas and serve as the basis for the strategic actions the City will use to meet these needs. The City of Milpitas only receives Community Development Block Grant (CDBG) funding. If available and recommended in certain circumstances, the City Council may also augment the funds and contributions from local funds, such as the Housing Authority Fund. All the funds mentioned, are in efforts to serve and improve the lives of low- and moderate-income persons in Milpitas.

#	Project Name
1	Catholic Charities of Santa Clara County
2	Child Advocates of Silicon Valley
3	Microenterprise Assistance Program (MEAP)
4	Next Door Solutions to Domestic Violence
5	Project Sentinel
6	Senior Adults Legal Assistance
7	Silicon Valley Independent Living Center
8	Sourcewise
9	Terrace Gardens Senior Housing Roof Repair
10	YWCA Golden Gate Silicon Valley
11	Program Administration
12	Rebuilding Together Silicon Valley

Table 56 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities are derived through qualitative research such as surveys, public meetings, public hearings, and other avenues of resident input. The research has impacted the priority needs that address the most vulnerable population in our communities and the City Council has established the priorities to address those underserved needs. The main obstacle is the lack of available funding and lack of flexibility in CDBG funding. As only 15% of the grant is available for public service activities, this severely limits the use of funds on addressing high-priority needs.

AP-38 Project Summary
Project Summary Information

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1	Project Name	Catholic Charities of Santa Clara County
	Target Area	City of Milpitas
	Goals Supported	Supportive and Community Services
	Needs Addressed	Public Services
	Funding	CDBG: \$11,000.00
	Description	Investigate and resolve complaints for seniors and disabled adults in long-term care facilities.(05A/LMC-Presumed Benefit)
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	16 unduplicated residents in Milpitas long-term care facilities.
	Location Description	All long-term care facilities in Milpitas.
	Planned Activities	Site visits to long-term care facilities and nursing homes and provide case management for those clients with open cases.
2	Project Name	Child Advocates of Silicon Valley
	Target Area	City of Milpitas
	Goals Supported	Supportive and Community Services
	Needs Addressed	Public Services
	Funding	CDBG: \$11,000.00
	Description	Provides court-appointed youths with volunteers to maintain life-long mentorship and guidance.(05D/LMC-Presumed Benefit)
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	4 Milpitas youth
	Location Description	Milpitas, CA
	Planned Activities	The organization will recruit, and train volunteers and provide essential mentors and guidance for youth.
3	Project Name	Microenterprise Assistance Program (MEAP)
	Target Area	City of Milpitas

	Goals Supported	Workforce and Economic Development
	Needs Addressed	Economic Development
	Funding	CDBG: \$373,581.36
	Description	Funding will be used to provide support to microenterprises in Milpitas.(18C/LMC-Not Presumed Benefit)
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	67 Milpitas microenterprises.
	Location Description	Milpitas, CA
	Planned Activities	Disburse 67 grants of \$5,000 to Milpitas microenterprises.
4	Project Name	Next Door Solutions to Domestic Violence
	Target Area	City of Milpitas
	Goals Supported	Supportive and Community Services
	Needs Addressed	Public Services
	Funding	CDBG: \$12,250.00
	Description	Provide support services for survivors of domestic violence by providing emergency shelter, crisis counseling, safety strategies, community and systems advocacy, support groups, and case management.(05G/LMC-Presumed Benefit)
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	48 Milpitas residents identifying as victims/survivors of domestic/intimate partner violence
	Location Description	Milpitas, CA
	Planned Activities	Next Door Solutions provides peer counseling, advocacy, legal help, and support groups. Additionally, Next Door Solutions to Domestic Violence provides safe emergency shelter to victims of domestic violence and their children within a confidential and protected environment.

5	Project Name	Project Sentinel
	Target Area	City of Milpitas
	Goals Supported	Supportive and Community Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,968.89
	Description	Milpitas residents and those seeking to reside in Milpitas will have their rights protected with housing education, counseling, investigation, and enforcement actions. (05K/LMC-Not Presumed Benefit)
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	7 households will benefit.
	Location Description	Milpitas, CA
	Planned Activities	Handle housing cases, and provide public presentations and education.
6	Project Name	Senior Adults Legal Assistance
	Target Area	City of Milpitas
	Goals Supported	Supportive and Community Services
	Needs Addressed	Public Services
	Funding	CDBG: \$11,000.00
	Description	Legal services in the form of advice/referrals, consultations/brief service, and legal representation will be provided to Milpitas elders in areas of law common to SALA target population including, but not limited to, the following: public benefits; housing; elder abuse/domestic violence; nursing homes/alternatives; planning for incapacity; consumer/finance; and personal affairs.(05A/LMC-Presumed Benefit)
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	16 seniors will benefit from proposed activities.
	Location Description	Barbara Lee Center, Phone, or San Jose Office.

	Planned Activities	Legal assistance to seniors.
7	Project Name	Silicon Valley Independent Living Center
	Target Area	City of Milpitas
	Goals Supported	Supportive and Community Services
	Needs Addressed	Public Services
	Funding	CDBG: \$11,000.00
	Description	The project will assist individuals with disabilities in acquiring the knowledge and skills needed to secure or maintain affordable, accessible housing.(05B/LMC-Presumed Benefit)
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	38 Milpitas residents with disabilities.
	Location Description	Barbara Lee Center, Phone, Central Office
	Planned Activities	Provide housing search assistance to LMC Milpitas residents with disabilities at risk of eviction.
8	Project Name	Sourcewise
	Target Area	City of Milpitas
	Goals Supported	Supportive and Community Services
	Needs Addressed	Public Services
	Funding	CDBG: \$11,000.00
	Description	Ensure critical, ongoing meal services and wellness checks for Milpitas older low-income adult residents.(05A/LMC-Presumed Benefit)
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	20 Milpitas senior will benefit from proposed activity.
	Location Description	Milpitas, CA
	Planned Activities	Provide seniors with nutritious, home-delivered meals.
9	Project Name	Terrace Gardens Senior Housing Roof Repair

	Target Area	City of Milpitas
	Goals Supported	Maintain and Preserve Affordable Housing
	Needs Addressed	Affordable Housing Development and Preservation
	Funding	CDBG: \$250,000.00
	Description	For the roof repair of the "A," and "B," "C" & "D" buildings at low-income senior property.(14B/LMH)
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	148 households will benefit from proposed activities.
	Location Description	186 Beresford Court
	Planned Activities	Funding will be used to replace four roofs at Terrace Gardens.
10	Project Name	YWCA Golden Gate Silicon Valley
	Target Area	City of Milpitas
	Goals Supported	Supportive and Community Services
	Needs Addressed	Public Services
	Funding	CDBG: \$12,250.00
	Description	Provide residents with domestic violence supportive services.(05G/LMC-Presumed Benefit)
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	30 residents will benefit from proposed activity.
	Location Description	Milpitas, CA
	Planned Activities	24-hour Support Line; emergency shelter; emergency response calls from law enforcement; crisis counseling, individual therapy, and support groups for adults and children; medical advocacy; transportation; criminal justice and social service advocacy; temporary restraining orders; court accompaniment; and children's programming.

11	Project Name	Program Administration
	Target Area	City of Milpitas
	Goals Supported	Planning and Administration
	Needs Addressed	Affordable Housing Development and Preservation Supportive Services Public Improvements Public Services Community, Public and Neighborhood Sustainability Economic Development
	Funding	CDBG: \$111,074.80 PI: \$73,671.91
	Description	CDBG program administration(21A)
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Milpitas, CA
	Planned Activities	Program administration
12	Project Name	Rebuilding Together Silicon Valley
	Target Area	City of Milpitas
	Goals Supported	Maintain and Preserve Affordable Housing
	Needs Addressed	Affordable Housing Development and Preservation
	Funding	CDBG: \$385,000.00
	Description	Funding to provide home repairs, rehabilitation, accessibility, and mobility services work to low-income homeowners in Milpitas.(14A/LMH)
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	39 Milpitas residents (23 homes) to benefit from the proposed activity.
	Location Description	Milpitas, CA
	Planned Activities	Rehabilitate very low-, low- income households.

AP-50 Geographic Distribution - 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Not applicable. The City of Milpitas does not set geographic concentration areas for assistance. No census tracts in the city limits identify any area as a slum. Instead, the City helps fund organizations that provide supportive services to low- and moderate-income residents.

Geographic Distribution

Target Area	Percentage of Funds

Table 57 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Not applicable.

Discussion

Affordable Housing

AP-55 Affordable Housing - 91.220(g)

Introduction

The City adopted an Affordable Housing Ordinance No. 297 on June 12, 2018. The Affordable Housing Ordinance requires that all new developments over 10 units must construct 15% of the total number of dwelling units to be affordable. For example, a developer wants to build an apartment complex with 20 units. A total of 3 units (15%) will need to be deemed affordable to comply with the City's Affordable Housing Ordinance. On March 5, 2019, the City established residential and non-residential affordable housing fees. On February 1, 2022, the City Council approved changes to the Affordable Housing Ordinance to encourage more on-site housing construction, to help the City meet its Regional Housing Needs Allocation (RHNA) goals, and to add clarity and consistency throughout the ordinance.

In addition to our Affordable Housing Ordinance, the City typically allocates funding for housing rehabilitation and preservation. These organizations help support low-income homeowners and renters and seniors stay housed.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	180
Special-Needs	0
Total	180

Table 58 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	180
Acquisition of Existing Units	0
Total	180

Table 59 - One Year Goals for Affordable Housing by Support Type

Discussion

The City anticipates allocating resources to Rebuilding Together Silicon Valley for critical home repairs and Terrace Gardens for roof replacement of 4 buildings.

Rebuilding Together Silicon Valley assists low-income homeowners and renters with critical repairs. The resources allocated to Rebuilding Together would serve 23 low-income homeowners and renters in Milpitas.

Terrace Gardens is a deed-restricted very-low- and low-income affordable housing seniors' rental development. The allocation would be for capital repairs to the common area which would benefit 148 affordable housing units.

The Home Rehabilitation Loan Program was retired by the City Council on February 4, 2025. The program income earned through the City's revolving loan funds was reallocated to an activity to maintain and preserve affordable housing and a microenterprise assistance program.

AP-60 Public Housing - 91.220(h)

Introduction

The City of Milpitas currently does not have any public housing. However, there is a project-based Section 8 property in the City, the Sunnyhills Apartments. The Sunnyhills Apartments is a 171-unit development in which 149 units receive project-based Section 8 vouchers. The project-based Section 8 vouchers subsidize assistance for each unit with the Department of Housing and Urban Development, establishing fair market rent for the area and what the tenant can afford to pay. The goal is to be competitive with the local market thus incentivizing the owner to rent to low-income households.

Actions planned during the next year to address the needs to public housing

Not applicable. There is no public housing within the city.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable. There is no public housing within the city.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

N/A

AP-65 Homeless and Other Special Needs Activities - 91.220(i)

Introduction

The County of Santa Clara and the City have designated homelessness as a critical issue. In Santa Clara County's 2023 Point-in-Time Census & Survey Comprehensive Report, the survey identified a total of 142 unsheltered homeless persons in Milpitas. Notably, there was a 48% decrease in unsheltered homeless persons in Milpitas. The decrease demonstrates that the homelessness crisis in the City is improving. With that being said, the City strives to solve and provide resources to individuals experiencing homelessness. Given the complexity of homelessness, interagency and interregional collaboration is crucial in solving the homeless issue.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

November 10, 2020, the City Council approved and authorized staff to enter into an agreement for homeless outreach, assessment, and street-based case management services with Santa Clara County. A new contract was executed in December 2022 to continue homeless outreach through December 2023. As of April 2024, the City is preparing to launch a Request for Proposal (RFP) to enter into a new contract for homeless outreach and assessments.

The City partners with WeHope to provide homeless outreach and engagement services, conduct VI-SPDAT assessments, and to ensure homeless persons into the County's community queue for housing opportunities. These strategies, and the City's strategic plan goals, will be leveraged by the goals and policies adopted by the 2024 Housing Element which will focus on meeting the needs of the City's unhoused population.

The City of Milpitas will work to improve homeless outreach and to better assess the unique housing and service needs of homeless persons and families in Milpitas through the following strategies and actions: 1) continue to outreach and respond to the immediate needs of the unhoused and at-risk populations through a collaborative efforts between City and County staff and social service providers; 2) pursue for funding for programs and facilities that assist the unhoused populations and households at risk of homelessness; and 3) conduct a feasibility study to establish a low barrier navigation center to provide temporary housing and case management services for the unhoused population and take steps based on the recommendations, including identifying sites and funding sources as appropriate.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Milpitas addresses the emergency and transitional housing needs of homeless persons by coordinating services between the City's Police Department, Office of Building Safety , and Public Works

Department and local service providers including LifeMoves and Hope for the Unhoused. The City will continue to address emergency and transitional housing needs by implementing the goals, policies, and programs adopted as part of the Housing Element Update which includes the goal to collaborate with regional agencies and organizations to support the unhoused population in Milpitas through the provision of supportive housing and services. To achieve this goal, Milpitas will implement a range of policies that focus on addressing the immediate and long-term housing needs of homeless persons and families including: 1) Prioritize providing permanent and transitional supportive housing for the unhoused population to offer a stable living environment and to improve their quality of life; 2) Maintain and improve crisis response beds including during periods of cold/warm weather; and 3) Provide or refer individuals to temporary housing with support programs to transition the unhoused population from homelessness to permanent housing.

The City will also work to address the emergency and transitional housing needs of homeless persons and families by zoning for a variety of housing types that meet the needs of homeless persons living in Milpitas including emergency shelters, supportive housing, low barrier navigation centers, and other interim housing types.

Additionally, Milpitas is taking steps to address the lack of resources available within City limits that meet the needs of homeless persons and families by drafting a local plan that will address and target homelessness by providing permanent supportive housing (PSH) units at 1000 Hillview Court and at 355 Sango Court.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Milpitas is committed to helping homeless persons and families make the transition to permanent housing and independent living and makes every effort to ensure individuals and families who were recently homeless do not become homeless again. The City's strategy to address and end homelessness for individuals and families is facilitated and supported by the 2024 Housing Element which includes a range of goals and policies to address the housing and service needs of homeless persons. These goals and programs (and related actions) are highlighted and summarized below.

Goal HE-8: Collaborate with regional agencies and organizations to support the unhoused population in Milpitas through the provision of services and supportive housing. The City will implement the following policies, strategies, and action items to achieve this goal:

- Prioritize providing permanent and transitional supportive housing for the unhoused population to offer a stable living environment and improve their quality of life.

- Maintain and improve crisis response beds including during periods of cold/warm weather.
- Provide or refer individuals to temporary housing with support programs to transition the unhoused population from homelessness to permanent housing.
- Pursue funding for programs and facilities that assist the unhoused populations and households at risk of homelessness.
- Continue to outreach and respond to the immediate needs of the unhoused and at-risk populations through a collaborative effort between City and County staff and social service providers.
- Conduct a feasibility study to establish a low barrier navigation center (e.g., as a “tiny home village”) to provide temporary housing and case management services for the unhoused population and take steps based on study recommendations, including identifying sites and funding sources as appropriate.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City does not currently have an institutional discharge policy and instead collaborates with the Santa Clara County Continuum of Care (CoC)—who recently updated their Quality Assurance Standards to include a homeless discharge coordination policy—to ensure individuals are not discharged into homelessness by providing guidance and resources to individuals released from institutions. The discharge policy includes access to reentry resource centers where VI-SPIDAT assessments can be administered (for example). The VI-SPIDAT assessment measures the acuity level of an individual and is used to inform the type of support or housing that is needed to support the individual. It also serves as the entry point for the accessing other resources or supportive services such as residential or outpatient treatment, transitional housing, or emergency shelter access.

The City employs a range of strategies to help low incomes residents and families avoid housing instability and homelessness. These strategies, policies, and programs are outlined in the City’s 2024 Housing Element and are summarized below.

Program 7: Tenant Assistance Services. The City will continue to utilize the services of qualified nonprofits) to provide housing outreach and assistance, landlord-tenant mediation services, mortgage default counseling, and referrals to other support services to Milpitas residents, landlords, and housing professionals. Actions the City plans to implement include:

- Promote rental assistance with the objective to assist 300 Milpitas residents, landlords, and housing professionals over the next eight years with rental assistance;

- 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, and other support;
- Continue to facilitate and ensure compliance with the California Tenant Protection Act of 2019 that regulates just cause evictions and maximum annual rent increases;
- 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 and offers up to \$1,000 per year for families; and
- Continue to coordinate with the San Andreas Regional Center (SARC) for services, outreach, and referrals for tenants with disabilities.

The City also supports low income individuals and families through several economic development strategies and initiatives. For example, the City’s Build It Green Initiative implemented a Certified Green Building Professional (CGBP) training program to introduce program participants to green building and construction concepts. The program includes access to online courses and provides certification opportunities for up to 25 low income Milpitas residents to access high-wage jobs upon completion of the program. (The program requires a minimum passing grade of 80%. It is funded by ARPA dollars.)

Discussion

Helping homeless persons make the transition to permanent housing continued:

Program 22: Supportive Housing for Persons with Disabilities. The City will work with the Santa Clara County Office of Supportive Housing (OSH), through its administration of Measure A funds, and the Santa Clara County Housing Authority (SCCHA), through its ability to invest project-based vouchers (PBV) in developments, to increase the availability of permanent supportive housing. The City will implement the following action items:

- Meet with OSH, SCCHA, and the San Andreas Regional Center (SARC) to explore avenues for collaboration;
- Identify and implement possible zoning incentives, such as expedited processing and density bonuses, along with fee waivers or reductions, and other financial support for projects that provide supportive housing or dedicated housing units for persons with disabilities;
- 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;
- By the end of 2025, analyze the suitability of sites identified in the Sites Inventory for permanent supportive housing development and conduct community engagement about those sites; and
- By the end of 2026, commit available City resources to permanent supportive housing developments in partnership with OSH and/or SCCHA.

Helping low-income individuals and families avoid becoming homeless continued:

The City does not directly provide supportive services from individuals returning from mental or physical health institutions but Milpitas does partner with the Santa Clara County Continuum of Care (CoC) to provide supportive services and housing services to these individuals. The CoC's strategy to help low income persons and families avoid homelessness after being discharged from institutions and systems of care is implemented by the County's 2020-2024 Community Plan to End Homelessness which includes a three-part strategy to end homelessness in Santa Clara County and jurisdictions.

To facilitate these strategies, the County's CoC developed a set of action items. Relevant action items developed to ensure low income persons and families avoid homelessness (especially after institutionalization) or who are receiving assistance from public and private agencies include but are not limited to:

- Ensure that people involved in the criminal justice system do not become homeless by expanding existing and developing new housing and workforce development programs to successfully reintegrate people leaving probation, parole, jails, and prisons in the community; and by supporting households with incarcerated family members to prevent homelessness.
- Ensure that people accessing safety net services have the support they need to obtain and maintain housing by adopting housing screening and referral processes for individuals and families accessing safety net services; expand housing programs for families involved in the child welfare system; and by expanding housing resources available to Medi-Cal recipients accessing services in the Specialty Mental Health System.

Expand housing programs for families involved in the child welfare system; and expand and diversity housing programs for foster youth to meet their long-term housing needs so no foster youth become homeless.

AP-75 Action Plan Barriers to Affordable Housing - 91.220(j)

Introduction

In its 2023-31 Housing Element, the City identified the following governmental constraints/barriers impeding affordable housing development:

- **General Plan Land Use Designations.** Overall, the City's land use designations do not pose a significant constraint on residential development, but the Town Center (TWC) and Neighborhood Commercial Mixed Use (NCMU) designations may be revised to better support housing production. Both districts have a commercial requirement, which may impede redevelopment of parcels in these zones with housing uses.
- **Zoning Ordinance.** The City's Zoning Ordinance has not been comprehensively updated to ensure consistency with the 2021 General Plan. The City planned to begin updating the comprehensive Zoning Ordinance in 2023, which was expected to be completed and adopted by 2024.
- **Development Processing Procedures and Timing.** The City completed a study to evaluate the development review and permitting process, implementing a number of actions to improve internal processes. Milpitas' review and approval timelines are similar to average times taken by other jurisdictions in Santa Clara County and were found not to pose a significant constraint on housing development. However, many factors outside of a local jurisdiction's control can constrain the timing between project approval and when the developer requests building permits, such as the inability to secure financing for construction or availability of design professionals to complete construction documents or make corrections.
- **Development fees.** The City does provide fee deferrals for projects that provide on-site affordable housing units. Housing Programs 16 and 20 include actions to explore fee deferrals and waivers for affordable housing production. Compared to other cities in Santa Clara County, Milpitas has higher fees per unit for single- and multi-family developments. Milpitas has the highest Entitlement Fees in the County for single-family developments located within the Metro Specific Plan area.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Strategies include:

- Completing a comprehensive update to the City’s General Plan and Land Use Element and creating new mixed-use zones;
- Updating the Milpitas Metro Specific Plan and Milpitas Gateway-Main Street Specific Plan to support higher residential densities and building heights in locations adjacent to high quality transit.
- Adopting an Inclusionary housing ordinance (Affordable Housing Ordinance); and amending it to encourage more on-site construction of affordable units.
- Adopting Zoning Ordinance amendments to address changes in State Law related to Accessory Dwelling Units, Two-Unit Developments (SB 9), and Objective Design Standards (SB 330).

Goal HE-3 in the City’s 2023-31 Housing Element addresses barriers to new housing production, specifically to continually assess the barriers to new housing production and proactively mitigate the governmental constraints to new housing development. Specific policies include:

- **HE 3.1:** Continually review and right-size development fees on housing development. Adjust or defer City fees for affordable housing development.
- **HE 3.2:** Track changes to State housing legislation and regularly update the City’s Zoning Ordinance to reduce barriers to housing production and incentivize affordable housing production.
- **HE 3.3:** Implement recommendations in the Housing Opportunity Zone (HOZ) study to reduce barriers to new affordable housing production, while balancing the need for convenient neighborhood-serving retail stores and services for existing and future residents.
- **HE 3.4:** Maintain and implement the City’s Objective Design Standards for residential projects to streamline the development review process and increase predictability of review outcomes.
- **HE 3.5:** Prioritize investment in transportation, infrastructure, and utility improvements to reduce development barriers and costs for producing affordable housing.
- **HE 3.6:** Respond to changing market conditions and diverse housing needs, such as recognizing the need for limited term rentals (six months or less) for temporary employees and independent contractors or gig workers.
- **HE 3.7:** Support the adaptive reuse, renovation, conversion, or redevelopment of economically-underutilized properties or buildings for residential or mixed-use development.
- **HE 3.8:** Be a strong advocate for legislative change and funding/financing initiatives to support affordable housing.
- **HE 3.9:** Continue to streamline housing permitting and procedures consistent with State laws (e.g., AB 2234) and the City’s Service Delivery Study.

Additionally, the City’s “Adequate Sites and Housing Production” goal has two relevant policies to address barriers to affordable housing, including:

- **HE 1.5:** Facilitate the development of housing through the adoption of new zoning districts

consistent with the General Plan, zoning incentives or waivers, development process streamlining, and CEQA findings of consistency, especially affordable housing in high resource areas.

- **HE 1.8:** Regularly review the land use designations and zoning districts to encourage a variety of housing types to be developed at a range of densities to equitably serve households at all economic levels, and to meet the needs of large family households, the elderly, and people with disabilities.

Discussion

Non-governmental constraints include:

- **Cost and availability of land.** The cost of land is a significant contributor to the overall cost of housing. Santa Clara County averages \$508 per square foot for a small single-family unit and \$264 per square foot for a large single-family unit. The average cost for a multi-family unit in Santa Clara County is about \$60,000.
- **Construction costs.** The cost of construction, including labor and materials, has a significant impact on the overall cost of new housing units and can be a significant constraint to development. In 2021, average construction costs ranged from approximately \$260 per square foot for a mid-rise, seven-story multifamily project to approximately \$300 for a twelve-story, high-rise multifamily residential project in Milpitas. Assuming an average unit size of 1,200 square feet (including common areas), these estimates result in construction costs ranging from approximately \$312,000 to \$360,000 per unit in Milpitas. The high land and development costs in Milpitas mean that, without subsidies, new rental units affordable to very low and low-income households are difficult to provide at a feasible rate of return to a developer or investor. This also tends to hold true for for-sale housing at the moderate-income level.
- **Mortgage and rehabilitation financing.** The city of Milpitas does not vary greatly from other communities regarding the availability of home financing. In 2020, 69% of conventional purchase loan applications were approved, and 10% were denied. The denial rate was highest for home improvement loans at 33%. In a housing market such as Milpitas, the downpayment requirement may be a greater obstacle to homeownership for many households. As of March 2022, Redfin estimate, average home price in Milpitas was \$1,450,000. To provide a 10% down payment, a household would need to save \$145,000. Current home mortgage interest rates for home loans are steadily increasing for a 30-year fixed-rate mortgage. This means that prospective homebuyers will be less likely to qualify for home loans under the more stringent current lending standards.
- **Environmental constraints.** The City identified several environmental constraints that may act as barriers to affordable housing development, including geologic and seismic hazards, fire and flood hazards, and sea-level rise.

AP-85 Other Actions - 91.220(k)

Introduction

This section discusses efforts in addressing the underserved needs, expanding and preserving affordable housing, reducing lead-based paint hazards, developing an institutional structure for delivering housing and community development activities, and planning to enhance coordination between public and private housing and social services agencies.

Actions planned to address obstacles to meeting underserved needs

The most significant obstacle to addressing the underserved needs for FY 2025-26 is the lack of sufficient federal, state, and local funds to carry out all the necessary programs, activities, and projects.

The City contributes to meeting underserved needs with other resources and funds, such as:

- The City of Milpitas Affordable Housing Fund is used primarily to increase the number of new affordable housing units. It is funded through fees collected from developers by Affordable Housing Ordinance 297. As an example, the City used these funds to initially fund the Pilot Rent Relief Program the City established in November 2019 and it currently uses these funds for the City's Emergency Motel Stay Program.
- The City provides loans on an ongoing, as-qualified basis for BMR applicants to qualify for purchasing an available BMR unit.
- Measure A Affordable Housing Bond was approved by voters in November 2016 approving 950 million dollars for the County to address housing needs for the most vulnerable residents, those in extremely low-income households.
- American Rescue Plan Act (ARPA) funds have been allocated to the Rent Relief Program which assists low-and moderate-income individuals with up to \$5,000.
- In February 2023, the City received its approval letter for its Permanent Local Housing Allocation (PLHA) entitlement. The grant will help cover the homeless outreach and assessment services for the next three years. PLHA will also allow the city to create a Workforce Housing Rental Assistance Program that would offset rent paid by the tenant for a period of greater than 6 months. To qualify, tenants must have a household income of 30% AMI or below.
- In September 2022, the City Council accepted Assemblymember Lee's one-time state funding request, including \$1,500,000 for homelessness prevention and unhoused services. While the allocation of the homeless prevention and unhoused programs will be funded, the original request included the continuation of the mobile shower and laundry services, additional rent relief funds, and the establishment of a Milpitas Resource Center.

Actions planned to foster and maintain affordable housing

The City has taken proactive steps to help decrease the barriers to affordable housing through the following resolutions/ordinances:

Resolution No. 8523

The City adopted Resolution No. 8523 on February 2, 2016, which recognizes homelessness as a crucial problem in the County and will consider contributing to future affordable housing projects that will house the homeless. The City is in discussion to create its first 100% permanent supporting housing project in Milpitas.

Affordable Housing Ordinance

On June 12, 2018, the City Council adopted Affordable Housing Ordinance No. 297 which requires that any new development with 10 or more units must include 15% of the units these units as affordable. The ordinance applies to both rental and ownership developments. In January 2022, the City Council approved changes to the Affordable Housing Ordinance to encourage more on-site affordable housing production. The City Council also adopted changes to add clarity and consistency throughout the ordinance.

Density Bonus Ordinance

To attract developers to build affordable units, the Density Bonus Ordinance will allow developers the ability to build above their permitted densities in permitted zoning districts in exchange for the provision of affordable units in the development.

Below Market Rate Ownership

The City manages a Below Market Rate (BMR) Home Ownership program for first-time, income-qualified homebuyers. Once a unit from the current BMR housing stock becomes available, the homebuyer will have the ability to purchase a home in Milpitas at one of the various developments throughout the City. For qualified households, the City also provides a loan of up to \$50,000.

Actions planned to reduce lead-based paint hazards

The County of Santa Clara has received funding from the State's Department of Health Service and the Federal Government for the Center for Disease Control to implement a Childhood Lead Poisoning Prevention Program. The funded programs include community outreach screens, case management, and public education to inform low-to-moderate income and older communities. The project will then follow up with environmental testing, lead-based education, blood-lead testing for children, hazard reduction grants, and follow up with monitoring and testing.

Milpitas has adopted a Lead-Based Paint Management Plan which complies with HUD-Based Paint regulations, which outlines the required states of abatement and remediation for rehabilitation projects. In addition, the City publicizes and identifies lead-based hazards and older residential projects through its Code Enforcement Division and Building Department.

Home rehabilitation projects that are federally funded also require testing for lead-based paints. Residential structures not meeting lead-based paint regulations will go through the process of abatement and remediation of lead-based hazards.

Actions planned to reduce the number of poverty-level families

The City of Milpitas will follow these actions:

- Work with non-profit housing developers to fund and provide more affordable housing opportunities to address the housing crisis and needs of very low and low-income households.
- Provide funding and supportive services to prevent very low-income persons and families from becoming homeless and assist them in ending the cycle of homelessness. Programs such as the Rent Relief Program and the Workforce Housing Rental Assistance Program (WHRAP) help poverty-level families stay housed.
- Provide funding for a variety of services and referrals to assist people in obtaining access to public assistance to prevent poverty. This is typically done through funding various non-profit organizations.

Actions planned to develop institutional structure

The City is striving to improve intergovernmental and private sector cooperation to synergize efforts and resources and develop new revenues for community service needs and the production of affordable housing. Collaborative efforts include:

- Regular monthly meetings between entitlement jurisdictions at the CDBG Coordinators Meeting and Regional Housing Working Group
- Joint jurisdiction Request for Proposals and project review committees
- Coordination on project management for projects funded by multiple jurisdictions.

Actions planned to enhance coordination between public and private housing and social service agencies

The City benefits from a strong jurisdiction and region-wide network of housing and community development partners, such as the County and the CoC. To improve intergovernmental and private sector cooperation, the City will continue to participate with other local jurisdictions and developers in sharing information and resources.

Discussion

Please see above.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.220(l)(1,2,4)

Introduction

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
<TYPE=[text] REPORT_GUID=[A698417B4C924AE0218B42865313DACF] DELETE_TABLE_IF_EMPTY=[YES]>	
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

1. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)). <TYPE=[text]
REPORT_GUID=[A0BBB986408D8C25582AC4BE59FA99C5]>

Discussion

Appendix - Alternate/Local Data Sources

1	Data Source Name CA DOF Housing Units by Type List the name of the organization or individual who originated the data set. CA Department of Finance Provide a brief summary of the data set. 2013 Housing Statistics What was the purpose for developing this data set? Housing element How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Data collection concentrated in the State of California What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2013 What is the status of the data set (complete, in progress, or planned)? Complete
2	Data Source Name American Community Survey 2010 5-year List the name of the organization or individual who originated the data set. US Census Bureau Provide a brief summary of the data set. US Census Bureau What was the purpose for developing this data set? Count population How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Nationwide coverage What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2010 5-year data

	What is the status of the data set (complete, in progress, or planned)? Complete
3	Data Source Name American Community Survey 2023 5-Year Estimates
	List the name of the organization or individual who originated the data set. US Census Bureau
	Provide a brief summary of the data set. US Census Bureau
	What was the purpose for developing this data set? Population count
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Nationwide coverage
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2023 5 year
	What is the status of the data set (complete, in progress, or planned)? Complete
4	Data Source Name Public Housing Data 2025
	List the name of the organization or individual who originated the data set. Santa Clara County Housing Authority
	Provide a brief summary of the data set. Data provided by Santa Clara County Housing Authority on number of vouchers, programs and characteristics of voucher holders.
	What was the purpose for developing this data set? Data was pulled for this Consolidated Plan.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Data was provided for all of Santa Clara County by jurisdiction.

	What time period (provide the year, and optionally month, or month and day) is covered by this data set? Data is the point in time that it was pulled in January 2025.
	What is the status of the data set (complete, in progress, or planned)? Complete
5	Data Source Name Point in Time Count 2023
	List the name of the organization or individual who originated the data set. Continuum of Care
	Provide a brief summary of the data set. Count of people experiencing homelessness in Santa Clara County
	What was the purpose for developing this data set? Data collected annually to assess the extent of homelessness in the county and need for shelter and services
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Countywide
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? Collected on one night in January 2025
	What is the status of the data set (complete, in progress, or planned)? Complete



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Review the List of New Workplan Item Requests from Individual Councilmembers and Provide Direction to Staff Through the Council-Approved Prioritization Process (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)
Category:	Leadership and Support Services
Meeting Date:	4/7/2026
Recommendation:	(1) Review list of workplan item requests from individual Councilmembers and provide direction to staff, through the prioritization process, on which Group 1A items should be advanced; (2) Provide additional input to staff, if any, on Group 1A items that received Council direction to advance; and (3) By majority vote, approve the list as so prioritized.

BACKGROUND:

Through the annual budget process, the City Council approves and funds departmental workplans and allocates staff resources to carry out those activities. Staff capacity is generally committed to implementing the approved workplans, leaving limited capacity to undertake additional major initiatives outside the budget process. However, at City Council meetings, during the “Announcements and Future Agenda Items” section, individual Councilmembers may propose new workplan items (commonly referred to as “referrals”) for consideration by the full Council. These proposed referrals are added to a list for future Council discussion and action.

On [January 10, 2023](#), the City Council adopted the City Council Policy “Prioritization of Additional Workplan Items” (Policy), which formalized the prioritization process. Under the Policy, the City Manager evaluates the staff time required to complete each referral and classifies it as either minor (requiring less than four hours of staff time) or major (requiring more than four hours). Minor referrals may proceed without a Council majority vote, subject to the City Manager’s review to ensure they can be completed with available staff capacity and minimal impacts on existing operations. For major referrals, the City Manager evaluates impacts on staff capacity, funding needs, estimated completion time, and any clarification provided by the Councilmember sponsor. Based on this evaluation, the City Manager recommends a limited number of referrals for City Council approval by majority vote.

On [October 2, 2025](#), the City Council held a Priority Setting Workshop. During the workshop, staff presented information on the City’s fiscal condition, strategic priorities, and workplan efforts, and provided an overview of completed, existing, and new Council referrals. The Council began the voting process but directed staff to return with the prioritization vote and ranking which occurred at the [November 4, 2025](#) City Council meeting.

ANALYSIS:

Staff are presenting the next set of proposed referrals requested by the City Council between October 21, 2025 and March 17, 2026, along with an update on the status of previously approved workplan items. A total of sixty-one (61) workplan items have been organized into four categories based on the level of effort and status of Council requests, as summarized in Table 1 and detailed in Attachment (a).

Table 1
Workplan Item Categories

Group #	Category	# of Items
1A	Major Workplan: New items not yet prioritized that require more than four hours of staff time and may require additional funding or resources	9
1B	Minor Workplan: New items not yet prioritized that require less than four hours of staff time and can be absorbed into the current workload	5
2	Workplan items currently underway	28
3	Workplan items completed, postponed indefinitely, deferred or withdrawn since the last Council prioritization update	19
Total		61

Prioritization Process

Consistent with the prior prioritization process, Group 1A major workplan items are listed in Table 2 and further described in the City Council Referral forms (forms) included in Attachment (b). The forms identify the lead and supporting departments, estimated resources and cost if available, a description of work effort, actions taken to date, and any clarification or direction requested from the City Council, and other additional considerations including impacts on other workplan items. To the extent possible, staff sought clarification from City Councilmembers sponsoring the request; however, some items may need additional clarification from the requesting Councilmember(s).

Table 2
Group 1A – Proposed Workplans Requiring Council Prioritization

Proposed Workplan Items (Referrals)	Sub-groups	Estimated Annual Ongoing Costs		Estimated One-Time Costs	
		Low Range	High Range	Low Range	High Range
C1: Review the existing policy to grant the City Council authority to approve or deny massage facilities and alcohol and beverage control (ABC) licenses	Ordinance and Policies	n/a	n/a	n/a	n/a
C2: Review City Council Policy - Prioritization of Additional Workplan Items Process	Ordinance and Policies	n/a	n/a	n/a	n/a
C3: Review the City Commissions names and potential renaming.	Ordinance and Policies	n/a	n/a	n/a	n/a
C4: Revisit 2-3 day street fair proposal during FIFA	Projects and Programs	\$0	\$0	\$385,000	\$385,000
C5: Place billboard at the Sports Center to inform community about events and activities	Projects and Programs	TBD	TBD	\$55,000	\$150,000
C6: Explore the creation of small parks in neighborhoods without them such as the area of N. Park Victoria at Nicklaus Ave.	Projects and Programs	TBD	TBD	\$10,000	\$10,000
C7: Explore use of public funds to advertise restaurants on VTA bus shelters	Projects and Programs	\$12,000	\$34,500	n/a	n/a
C8: Consider an "Adopt a Drain" program to engage community members and students.	Projects and Programs	\$8,000	\$13,000	\$10,000	\$10,000
C9: Explore a Friendship City	Miscellaneous	\$30,000	\$30,000	TBD	TBD

Voting Process

In accordance with the adopted City Council Prioritization of Additional Workplan Items Policy, existing staff workload and the number of Group 1A items, staff proposes the Council prioritize no more than two to three items. The voting process for prioritization is summarized below.

Round 1

Each member of the Council will be asked to prioritize their top two proposed workplan items from Group 1A through electronic voting..

All items receiving three or more votes will move forward. If the number of items receiving three or more votes is two or greater, the prioritization process will be deemed complete. If the number of items is less than two, the remaining items will be prioritized as described in Round 2.

Round 2

If items receiving three or more votes are less than two in number, Councilmembers will be asked to prioritize the remaining items to develop a top two list. Each member of the Council will be given the number of votes equivalent to two minus the number of items prioritized for staff work at the completion of Round 1. For example, if after Round 1, the Council agreed on advancing one item, one additional item will require prioritization. Therefore, each Member of the Council will be asked to vote on one item. Any item receiving three or more votes will be added to the prioritized list. If the total number of items on the list is one or greater, the prioritization process will be deemed complete.

Additional Rounds, if needed

If the total number of prioritized items after Round 2 is less than two, all remaining items which received at least one vote will be prioritized through additional rounds of voting. Items which receive zero votes in a round will be eliminated from the subsequent round of voting.

Any items that do not advance through this multi-step prioritization process will be removed from the active list and need to be resubmitted through Announcements and Future Agenda Items for the next prioritization discussion.

Group 1B – New Items, Requiring Less Than Four Hours

Since Group 1B items require less than four hours of staff time or are already part of City staff's existing workplan, they may proceed without a Council majority vote. However, Council may wish to provide additional input or direction on these items.

- *Council Vacancy Process*: Can be absorbed with current staffing workplan. Review the City's ordinance for filling a City Council vacancy when a member does not complete a term to ensure it is current and consistent with state law. Staff is presenting this item to council on April 7, 2026.
- *International Women's Month Recognition*: Completed at the [March 17, 2025](#) Council meeting.
- *Council Apparel*: Purchase jackets, t-shirts, and caps/hats for Councilmembers to wear at conferences and events. This will be absorbed within the existing budget. Staff is working on options to be presented to Councilmembers in April 2026.
- *Monthly Report for All Overtime Hours*: Staff will work on this request with a modified monthly report expected to be provided beginning in Spring 2026.
- *List of Contracts* : Staff to provide an informational report with a list of all consultants in Spring 2026.

Group 2 – Underway Items

The list includes workplan items currently underway with updates on these items included in the attached spreadsheet.

Group 3 – Completed, Deferred or Withdrawn Items

The following nineteen workplan items have been moved to Group 3 as they have been completed, deferred or withdrawn since the last Council prioritization in November 2025.

Completed:

- *Feasibility of installing defibrillators within City facilities:* All Automated External Defibrillators (AED) in the City's facilities have been replaced. An additional defibrillator has been added at the Bob McGuire facility, bringing the total to 18 AEDs.
- *Small wireless telecommunication facility town hall or community forum:* Virtual meeting was held November 10, 2026 and Town Hall held December 9, 2025.
- *Hillview Stakeholders Meetings (formerly called crime statistics on the Homekey project):* Staff continues to meet with the stakeholder group including a meeting at the end of 2025 and a meeting scheduled for late April 2026.
- *Proclamation to the sister city, Dagupan that recognizes its relationship with the City of Milpitas and for hosting Vice Mayor:* Staff presented proclamation at the [November 18, 2025](#) Council meeting.
- *Offsite workshop in October 2025 to discuss each member of City Council's priorities:* The workshop was completed at the [October 2, 2025](#) and [November 4, 2025](#) City Council meetings.
- *Revise Milpitas City Council Code of Conduct regarding electronic devices:* This item was completed at the [September 2, 2025](#) City Council meeting.
- *Boy Scouts presenting the colors and pledge of allegiance at Council meetings:* Staff have been scheduling troupes once a month for six-month intervals. The first presentation took place on August 19, 2025.
- *Create community concert choir:* Item was approved for funding during the [May 13, 2025 Operating Budget Study Session](#). The Milpitas Community Choir invites singers ages 14 and older to meet weekly on Mondays at 7 pm at the Senior Center and have opportunities to perform at special City events.
- *Add entertainment zone to revitalize Main Street:* On [November 18, 2025](#), the City Council adopted Ordinance # 38.859 approving zoning text and zoning map amendment for the Gateway-Main St. Specific Plan with the addition of "Entertainment District" within the Plan.
- *Main Street Movie Night (formerly named International Festival):* This one-time free movie night was held July 18, 2025 at Tom Evatt Park. Cultural shorts movies were presented, along with cultural performances. The Milpitas Historic Downtown Business Association also participated.
- *Explore increasing stipend for planning commission:* This item was presented as an option for City Council to fund during the Fiscal Year 2025-26 budget process but was not funded.
- *Review sources of funds for library name and return to City Council with alternative:* A dedication event was held on July 19, 2025
- *Pickleball Pilot Project:* Staff recommendations were presented at the [May 20, 2025](#) City Council meeting and the improvements have been made for the pickleball facility at Hall Park.
- *Explore new ordinance for accessory dwelling units (ADUs) to allow condominium conversions:* An information memo with pros/cons and policy decision was provided to the City Council.

Deferred

- *Revise Youth Scholarship Policy to expand eligibility criteria:* The Council did not prioritize this item at the [November 4, 2025](#) Council meeting. However, as this is under 4 hours of work staff is continuing with this effort.

Withdrawn

- *Revise municipal code to include Animal Cruelty guidelines for additional animals such as horses, cats, etc:* This item was withdrawn at the [November 4, 2025](#) City Council meeting.
- *Implement a workshop for small businesses on the bidding process for projects in the city.* This item was withdrawn at the [November 4, 2025](#) Council meeting: Staff are incorporating a "Doing Business with the City" workshop on May 6, 2026 as part of their existing workplan.
- *Review flight paths over Milpitas due to noise concerns:* This item was withdrawn at the [November 4, 2025](#) City Council meeting.
- *Agendize who is the acting city attorney:* This item was requested during Announcements on [October 21, 2025](#), and majority voted to add. However, this item was withdrawn on [October 24, 2025](#) at the City Council Special Meeting.

Group 4 - Historical Workplan Items

A list of all historical workplan items completed, postponed indefinitely, or withdrawn since September 2019 are presented as Group 4 in Attachment (c). Since the last priority session, four workplan items were moved to Group 4.

- *Main Street Flooding at Library.* A consultant completed assessment of the flooding in all 2025 and provided a feasibility study of potential improvements to address the flooding issue that ranges between \$2.6M to \$2.8M. Unfortunately, the City doesn't have sufficient funding to implement these improvements at the time, but staff will continue to explore opportunities for funding and partnership. Staff will continue to perform preventative maintenance prior to anticipated storm events to minimize the impact to the area which has been successful.
- *Careers with the City of Milpitas Open House (aka Job Fair):* This scope was changed to small business workshop and subsequently withdrawn on [November 4, 2025](#).
- *Feasibility Study for Night Market/Food Trucks on Main Street:* This priority was incorporated into the Main Street Revitalization priority.
- *Evaluate reopening the childcare center with a non-profit organization running the center:* Costs for conversion of Milpitas Community Center and Sal Cracolice Recreational Facility to support licensed childcare were presented during the FY 2025-26 budget process but not funded. Funding is not available for these conversions from a capital or operational standpoint.

POLICY ALTERNATIVES:

Not applicable.

FISCAL IMPACT:

For the Group 1A items, annual ongoing and one-time costs are summarized in the table in the analysis section of this report. Based on Council direction, staff will consider prioritized items that require new funding as part of a future budget process.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This item is not a Project under CEQA in accordance with CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) as it can be seen with certainty that a general discussion of funding priorities by the City

Council will not have a significant effect on the environment. Further, the item is also not a Project pursuant to CEQA Guidelines Section 15378(b)(4) as it is a government fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. Although the use of funding will be discussed, any project scope and potential environmental analysis would be speculative at this time, and future environmental analysis will be conducted for the potential projects prior to the City making any commitment or approval of any project.

ATTACHMENTS:

(a) List of Councilmembers Workplan Item Requests

(b) Group 1A Workplan Items City Council Referral Forms

- C1: Review the existing policy to grant the City Council authority to approve or deny massage facilities and alcohol and beverage control (ABC) licenses.

Attachment A: City Council Briefing Massage Establishments Permitting Process

Attachment B: City Council Briefing Alcohol Sales Permitting Process

- C2: Consider policy or program fentanyl use.
- C3: Review the City Commissions names and potential renaming.
- C4: Revisit 2-3 day street fair proposal during FIFA.
- C5: Place billboard at the Sports Center to inform community about events and activities.
- C6: Explore the creation of small parks in neighborhoods without them (N. Park Victoria and Vasona Park near Berryessa Road).
- C7: Explore use of public funds to advertise restaurants on VTA bus shelters, etc. during Super Bowl.
- C8: Consider an "Adopt a Drain" program to engage community members and students.
- C9: Explore a Friendship City.

(c) List of Historical Completed, Postponed Indefinitely, Deferred or Withdrawn Items

Attachment 1
List of Councilmembers Workplan Item Requests

No.	Topic	Requested By	Date Requested	Funded at a priority session but not through Council prioritization process (1)	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Status	Dec. 2, 2025 Council Ranking (2)	Mar. 2026 Progress Details
Group 1A – New Items that Have Not Been Prioritized										
Ordinances and Policies										
C1	Review the existing policy to grant the City Council authority to approve or deny massage facilities and alcohol and beverage control (ABC) licenses	Carmen Montano	2/5/2026	No	Yes	Police / Planning	Governance and Administration			Not prioritized. See Council referral form.
C2	Review City Council Policy - Prioritization of Additional Workplan Items Process	Evelyn Chua	11/18/2025	No	Yes	City Manager	Governance and Administration			Not prioritized. See Council referral form.
C3	Review the City Commissions names and potential renaming	Carmen Montano	11/18/2025	No	Yes	City Clerk	Governance and Administration			Not prioritized. See Council referral form.
Projects and Programs										
C4	Revisit 2-3 day streetfair proposal during FIFA - \$300K from one-time funds	William Lam	1/13/2026	No	Yes	Recreation & Community Services	Economic Development & Job Growth			Not prioritized. See Council referral form.
C5	Place billboard at the Sports Center to inform community about events and activities	Carmen Montano	10/21/2025	No	Yes	Recreation & Community Services	Community Wellness & Open Space			Not prioritized. See Council referral form.
C6	Explore the creation of small parks in neighborhoods without them such as the area of N. Park Victoria at Nicklaus Ave.	Carmen Montano	10/21/2025	No	Yes	Recreation & Community Services	Community Wellness & Open Space			Not prioritized. See Council referral form.
C7	Explore use of public funds to advertise restaurants on VTA bus shelters	Carmen Montano	11/18/2025	No	Yes	City Manager	Economic Development & Job Growth			Not prioritized. See Council referral form.

Attachment 1
List of Councilmembers Workplan Item Requests

No.	Topic	Requested By	Date Requested	Funded at a priority session but not through Council prioritization process (1)	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Status	Dec. 2, 2025 Council Ranking (2)	Mar. 2026 Progress Details
C8	Consider an "Adopt a Drain" program to engage community members and students.	Hon Lien	12/16/2025	No	Yes	Public Works	Environment			Not prioritized. See Council referral form.
Miscellaneous										
C9	Explore a Friendship City	Carmen Montano	11/18/2025	No	Yes	City Manager	Economic Development & Job Growth			Not prioritized. See Council referral form.
Group 1B - New Items That do not need to be Prioritized < 4 Hours Staff Time										
C10	Council vacancy process	Evelyn Chua	3/3/2026	No	No	City Attorney	Governance and Administration	In Progress		Can be absorbed with current staffing workplan. Review the City's ordinance for filling a City Council vacancy when a member does not complete a term to ensure it is current and consistent with state law. Staff will bring forward an item to the City Council in April or May 2026.
C11	International Women's Month Recognition	Evelyn Chua	3/3/2026	No	No	City Clerk	Governance and Administration	In Progress		Completed at the March 17, 2025 Council meeting.
C12	Council apparel	William Lam	2/3/2025	No	No	City Manager	Governance and Administration	In Progress		Purchase jackets, tshirts, and caps/hats for Councilmembers to wear at conferences and events. This will be absorbed within the existing budget. Staff is working on options to be presented to Councilmembers in April 2026.
C13	Monthly report for all overtime hours	William Lam	3/17/2026	No	No	City Manager	Governance and Administration	In progress		Staff will work on this request with a modified monthly report expected to be provided beginning in Spring 2026.
C14	List of all contracts	William Lam	3/17/2026	No	No	Finance	Governance and Administration	In progress		Staff to provide an informational report with a list of all consultants by Spring 2026.

Attachment 1
List of Councilmembers Workplan Item Requests

No.	Topic	Requested By	Date Requested	Funded at a priority session but not through Council prioritization process (1)	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Status	Dec. 2, 2025 Council Ranking (2)	Mar. 2026 Progress Details
Group 2 - Items that are prioritized, currently underway and/or already included in staff's workload										
C15	Evaluate the Affordable Housing Ordinance and agreements with developers to ensure preservation of housing affordability policies.	Gary Barbadillo	1/13/2026	No	No	Housing	Neighborhoods & Housing			This item does not need to be prioritized. This item is already on the priority list so ongoing work associated with this item will be added to the existing priority.
C16	FIFA events and small business promotion	Full Council	12/2/2025	Yes	Yes	Economic Development	Economic Development & Job Growth	In Progress		The Taste of Milpitas event is scheduled June 20, 2026 at the Civic Center, Community Center, and City Hall Rotunda, featuring food and artisan vendors, live entertainment, family activities, and potentially World Cup match broadcasts. The event is free and is projected for up to 2,000 attendees (Civic Center capacity).
C17	Main Street Revitalization	Main St. Subcommittee	12/2/2025	Yes	Yes	Economic Development	Economic Development & Job Growth	In Progress		Staff has developed presented several options for spending that will be presented to council in Spring/Summer 2026. Staff will confirm the feasibility of the options considered and ensure alignment with the Sense of Place study. Additionally, staff will invite the Milpitas Historic Downtown Business Association to the next ad-Hoc Main St Subcommittee.
C18	Expand Emergency Motel Stay	Evelyn Chua	12/2/2025	Yes	Yes	Recreation & Community Services	Neighborhoods & Housing	In Progress		Program continues as normal. Budget appropriation allows for additional stays if needed, and ongoing funding outside of the housing fund. 12/2/25 - Council prioritized \$100K to fund a 2-4 year program of emergency motel stays for the unhoused.
C19	Storefront and Crime Prevention Business Initiative	Carmen Montano	11/4/2025	No	Yes	Economic Development	Public Safety	In Progress	High Priority	3/4/26 - Program scope development in progress for presentation to council in 2026. 12/2/25 - Council prioritized \$100K and ranked as high priority. Staff working on proposal to be approved by Council.

Attachment 1
List of Councilmembers Workplan Item Requests

No.	Topic	Requested By	Date Requested	Funded at a priority session but not through Council prioritization process (1)	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Status	Dec. 2, 2025 Council Ranking (2)	Mar. 2026 Progress Details
C20	Council Special Events Fund	Carmen Montano / Evelyn Chua	12/2/2025	No	No	City Manager	Governance and Administration	In Progress	Important	Staff prepared draft polic administrative policy which is under final revview. Council prioritized on 11/4/25 and approved allocation of \$10K on 12/2/25. In the meantime, staff have implemented this draft policy.
C21	Ring Doorbell Neighborhood Initiative	Evelyn Chua	8/12/2025	No	Yes	Police	Public Safety	In Progress		The recommendations and workplan were presented to City Council on Mar. 17, 2026. Council prioritized on 11/4/25 and approved \$60K on 12/2/25.
C22	ADU Permit Subsidy	Full Council	11/4/2025	No	Yes	Building	Neighborhoods & Housing	On Going		Roughly \$130K in Community Investment Funds remains in the ADU Incentive Program, and the program was reactivated on 1/1/2026 after City Council prioritized it. As of March 30, 2026, staff worked with 17 applicants under this program: 2 building permits issued and ready for construction, 5 approved pending permit issuance, 10 in plan review.
C23	Update mural program policy for all commissioners to have input	Carmen Montano	8/19/2025	No	Yes	Recreation & Community Services	Community Wellness & Open Space	In Progress	Nice to Have	Mural Policy edits reviewed by the Arts Commission at their January 26 meeting and recommended for City Council final consideration/approval by early summer 2026.
C24	Feasibility to expand Milpitas SMART services to San Jose International Airport and San Jose Regional Hospital (one-way only)	William Lam	8/12/2025	No	Yes	Planning	Transportation & Transit	In Progress	High Priority	Council prioritized on 11/4/25 and ranked as high priority. RideCo has analyzed costs and impacts to service. An information memo was submitted to the City Council in March 2026 with the pricing options.
C25	Strategic Land Acquisition Revenue Reserve	Staff Recommendation	11/4/2025	No	No	Economic Development	Economic Development & Job Growth	In Progress	High Priority	Council prioritization on 11/4/25 and approved allocation of \$200,000 on 12/2/25. This funding will remain in reserve until a potential land purchase option is identified.

Attachment 1
List of Councilmembers Workplan Item Requests

No.	Topic	Requested By	Date Requested	Funded at a priority session but not through Council prioritization process (1)	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Status	Dec. 2, 2025 Council Ranking (2)	Mar. 2026 Progress Details
C26	Consider support of a policy/program regarding fentanyl	Gary Barbadillo	2/18/2025	No	Yes	Fire / City Attorney	Neighborhoods & Housing	Not Started	Important	2/17 update: Fire is seeking additional clarification and guidance regarding what the Council would like to achieve relative to a fentanyl "policy". Staff to discuss at a future Councilmember briefing to fine tune the topic. Currently, the City of Milpitas is experiencing a low occurrence of fentanyl incidents and meets or exceeds operational and educational practices. Funding may be needed depending on Council's direction. Council prioritized on 11/4/25.
C27	Temporary Police Satellite Office on South Main Street	Carmen Montano	2/18/2025	No	Yes	Public Works with Police input	Governance & Administration	Scheduled	Nice to Have	A condition assessment has been completed with estimated repair costs, however the portion of any tenant improvements has not begun. Given the existing workload, Public Works will start this project towards the latter part of 2026. Construction will take 9-12 months to complete. A satellite police office is planned for inclusion in the future request for proposals for development of the Main Street properties into housing. Council prioritized on 11/4/25 and approved allocation of \$310K on 12/2/25.
C28	Milpitas Youth Force Summer Job Program	Carmen Montano	12/2/2025	Yes	Yes	Recreation & Community Services	Economic Development & Job Growth	In Progress		Council approved \$80,000 on 12/16/25 to fund appx. 20 youth to participate in the summer program (appx. \$2K per student per summer for 2 summers). Applications accepted through March 24, 2026 for high school students ages 16-18. Weeklong training June 15, and work from June 22 through August 7, 2026.
C29	Distribute info memo on how to manage projects to avoid cost increases	Gary Barbadillo	4/1/2025	No	No	City Manager	Governance and Administration	Not Started		This will be an info memo or framework on project management.

Attachment 1
List of Councilmembers Workplan Item Requests

No.	Topic	Requested By	Date Requested	Funded at a priority session but not through Council prioritization process (1)	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Status	Dec. 2, 2025 Council Ranking (2)	Mar. 2026 Progress Details
C30	Citywide pickleball site review	Full Council direction	5/20/2025	No	Yes	Recreation & Community Services	Community Wellness & Open Space	In Progress		Staff from Public Works and Recreation & Community Services are developing a workplan for this analysis of public and private land and to present initial findings to Council in spring/summer 2026.
C31	Evaluate citywide overtime usage	Gary Barbadillo	3/4/2025	No	Yes	City Manager	Governance & Administration	In Progress		A specific report on Public Safety Overtime usage is near completion by a consultant and will be provided to the City Council in early April 2026. Additionally, a summary of annual overtime hours by all City Departments will be provided to the City Council in April 2026.
C32	Evaluate City reserve policies (review waterfall efficacy) Compare City reserve policies across regional comparitors	Evelyn Chua	2/18/2025	No	Yes	Finance	Governance and Administration	In Progress		A discussion of reserves will be included as part of the budget presentations to the City Council during Fiscal Year 2025-2026.
C33	Evaluate hours of service for the Milpitas Food Pantry	Carmen Montano	9/3/2024	No	Yes	City Manager	Neighborhoods & Housing	In Progress		Staff are continuing to perform analysis on this situation. The operator has indicated that they do not have plans to increase their hours, even if the City increases the rent. Notice of default sent 8/18/25 for operator to provide proof of business license and County Environmental Health approvals by 8/22/25. Planning temporary use permit is required prior to issuance of a business license. Planning is waiting for operator to provide additional information; staff feedback sent 12/5/25.

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List of Councilmembers Workplan Item Requests

No.	Topic	Requested By	Date Requested	Funded at a priority session but not through Council prioritization process (1)	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Status	Dec. 2, 2025 Council Ranking (2)	Mar. 2026 Progress Details
C34	Escuela Parkway Traffic Safety Review	Carmen Montano	5/7/2024	No	Yes	Public Works	Transportation & Transit	In Progress		Design consultant completed existing conditions evaluation of the corridor and has provided a draft memo of their findings along with conceptual design for traffic calming and roadway improvements. City staff has worked with the PD to improve Cross Guarding procedures to assist with the flow of traffic and presented the findings and possible mitigation improvements to the Transportation Subcommittee on 11/19/25 and MUSD on 1/9/26. Staff is working on a workplan for public outreach and circulation and safety improvements of the corridor that is anticipated to be completed early spring. The implementation of workplan is anticipated to be completed by the end of the year.
C35	Affordable Housing Ordinance Review	Carmen Montano	12/5/2023	No	Yes	City Attorney	Neighborhoods & Housing	On Hold		This project has been delayed due to the vacancy of the Housing Official position and the limited capacity in the City Attorney's Office. Additional work needs to be done in the draft guidelines to assist developers in implementing our affordable housing ordinance.

Attachment 1
List of Councilmembers Workplan Item Requests

No.	Topic	Requested By	Date Requested	Funded at a priority session but not through Council prioritization process (1)	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Status	Dec. 2, 2025 Council Ranking (2)	Mar. 2026 Progress Details
C36	Look into possibility of senior citywide discount from certain Milpitas businesses	Gary Barbadillo	2/7/2023	No	Yes	City Manager	Community Wellness & Open Space	On Hold		This priority item is on pause. In February and June 2025, Councilmembers were individually briefed on business survey results regarding a proposed mandatory senior discount for certain industries. Staff also conducted additional outreach to 40+ businesses to gather further input. Support was stronger among larger/franchised businesses, while small businesses were divided. Small business owners expressed concerns about bearing the risk and cost without compensation, especially with the rising food (restaurants) and insurance costs. Small businesses indicated a preference for a volunteer participation approach.
C37	Main Street Infrastructure Projects	Carmen Montano	2/28/2023	No	Yes	Public Works	Transportation & Transit	In Progress		The City received federal funding of \$500k for street light and traffic signal improvements along Main Street between Great Mall Parkway to Carlo Street. Unfortunately, the amount of earmark was a portion of the City's \$3M request which is not enough to implement the desired improvements. 1/23/26 Update: Staff submitted a modified workplan to MTC, and they approved the plan to upgrade the traffic equipment of five signalized intersections that aligns with the intent of the earmark funding request submission in Summer 2025. Staff is now working with Caltrans on approvals, which is anticipated to be complete in early spring. After, staff will solicited a design firm to complete construction documents to obligate the funding by Sept. 2027, according to the federal guidelines. The federal government recently passed a bill to allocate \$250,000 in federal funding to Milpitas for safety improvements - streetlights and signal improvements along Main Street.

Attachment 1
List of Councilmembers Workplan Item Requests

No.	Topic	Requested By	Date Requested	Funded at a priority session but not through Council prioritization process (1)	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Status	Dec. 2, 2025 Council Ranking (2)	Mar. 2026 Progress Details
C38	Incorporate mural art on Great Mall Parkway on the VTA owned Light rail pillars	Carmen Montano	11/16/2021	No	Yes	Recreation & Community Services	Community Wellness & Open Space	In Progress		Project stakeholder group met on February 18, 2026 and selected the finalist. Art Commission reviewed the finalist submission and provided comments for artist consideration. Staff has notified the finalist and will enter into agreement during summer 2026, with anticipated mural completion by fall 2026 for a mural art at Great Mall Parkway and McCandless Drive/Fairlane Drive.
C39	Library: improved security and maintenance	Carmen Montano	12/2/2025	Yes	Yes	Public Works	Neighborhoods & Housing	On Going		12/2/25- Council prioritized \$150,000 for one-year library security enhancement (\$100K security services + \$50K maintenance and enhancements). A one-year security contract for \$105k was executed effective February 1, 2026 through January 31, 2027. The remaining \$45k have yet to be spent for additional perimeter security and maintenance needs.
C40	Park Improvement Grant Match	Carmen Montano	12/2/2025	Yes	Yes	Public Works	Community Wellness & Open Space	In Progress		12/2/25 - Council prioritized \$200K in matching funds to support potential future grant applications for a park project.
C41	Analysis of permit process	Evelyn Chua	11/19/2024	No	Yes	City Manager (Hanson Hom)	Economic Development & Job Growth	In Progress		3/10/26: A work program with target completion dates to implement the Priority Action Plan has been prepared and is being reviewed by staff and will be completed in Summer 2026.
C42	Explore Business License Tax Reform	Evelyn Chua	10/1/2024	No	Yes	City Manager	Governance & Administration	In Progress		Work is underway to determine whether a ballot measure on Business License Tax will be part of the November 2026 election.

Attachment 1
List of Councilmembers Workplan Item Requests

No.	Topic	Requested By	Date Requested	Funded at a priority session but not through Council prioritization process (1)	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Status	Dec. 2, 2025 Council Ranking (2)	Mar. 2026 Progress Details
Group 3 – items that have been completed, postponed indefinitely, deferred, or withdrawn since the last City Council update in May										
C43	Feasibility of installing defibrillators within City facilities	Gary Barbadillo	10/28/2025	No	No	Fire	Community Wellness & Open Space	Completed		All Automated External Defibrillators (AED) in the City's facilities have been replaced. An additional defibrillator is added at the Bob McGuire facility, bringing the total to 18 AEDs.
C44	Small wireless telecommunication facility town hall or community forum	Carmen Montano	11/18/2025	No	Yes	City Manager	Governance and Administration	Completed		Virtual meeting held 11/10/25 and Town Hall held 12/9/25.
C45	Hillview Stakeholders Meetings (formerly called crime statistics on the Homekey project)	Evelyn Chua	6/7/2022	No	Yes	City Manager's Office	Neighborhoods & Housing	Completed		Staff is continuing to meet with the stakeholder group including a meeting at the end of 2025.
C46	Revise municipal code to include Animal Cruelty guidelines for additional animals such as horses, cats, etc.	Evelyn Chua	9/3/2024	No	Yes	City Attorney	Governance & Administration	Withdrawn		Withdrawn at the 11/4/25 Council meeting.
C47	Look into implementing a workshop for small businesses on the bidding process for projects in the city.	Evelyn Chua	8/9/2022	No	Yes	Economic Development and Finance	Economic Development & Job Growth	Withdrawn		Withdrawn at the 11/4/25 Council meeting. Staff is incorporating a "Doing Business with the City" workshop in May 2026 as part of their existing workplan.
C48	Proclamation to the sister city, Dagupan that recognizes its relationship with the City of Milpitas and for hosting Vice Mayor.	Gary Barbadillo	8/19/2025	No	No	Economic Development	Governance and Administration	Completed		Staff presented proclamation at the 11/18/25 Council meeting.
C49	Offsite workshop in October 2025 to discuss each member of city council's priorities	William Lam	8/19/2025	No	Yes	City Manager	Governance and Administration	Completed		Completed at the 10/2/25 and 11/4/25 City Council meetings.

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List of Councilmembers Workplan Item Requests

No.	Topic	Requested By	Date Requested	Funded at a priority session but not through Council prioritization process (1)	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Status	Dec. 2, 2025 Council Ranking (2)	Mar. 2026 Progress Details
C50	Revise Milpitas City Council Code of Conduct regarding electronic devices	William Lam	4/1/2025	No	No	City Clerk	Governance and Administration	Completed		Completed at the 9/2/25 City Council meeting.
C51	Boy Scouts presenting the colors and pledge of allegiance at Council meetings	Evelyn Chua	4/16/2025	No	Yes	City Clerk	Governance and Administration	Completed		Completed. Staff have been scheduling troupes once a month for six month intervals. The first presentation took place on August 19, 2025.
C52	Create community concert choir	Evelyn Chua	4/1/2025	No	No	Recreation & Community Services	Community Wellness & Open Space	Completed		Item was approved for funding during the May 13, 2025 Operating Budget Study Session. Staff began the formal recruitment for the Choir Director and Accompanist in August 2025.
C53	Add entertainment zone to revitalize Main St.	Carmen Montano	3/4/2025	No	Yes	Planning	Economic Development & Job Growth	Completed		11/18/25, Council adopted Ordinance N. 38.859 approving zoning text and zoning map amendment for the Gateway-Main St. Specific Plan with the addition of "Entertainment District" within the Plan.
C54	Main Street Movie Night (formerly named International Festival)	Hon Lien	10/3/2023	No	Yes	Recreation & Community Services	Community Wellness & Open Space	Completed		This one-time free movie night was held July 18, 2025 at the Tom Evatt Park. Cultural shorts movies were presented, along with cultural performances. The Milpitas Historic Downtown Business Association also participated.
C55	Explore increasing stipend for planning commission	Gary Barbadillo	4/16/2024	No	Yes	Planning	Neighborhoods & Housing	Completed		Item was presented as an option for City Council to fund during the Fiscal Year 2025-2026 budget process and not funded.
C56	Review sources of funds for library name and return to City Council with alternatives.	Gary Barbadillo	9/3/2024	No	No	Recreation & Community Services	Community Wellness & Open Space	Completed		Completed. A dedication event was held on July 19, 2025.
C57	Pickleball Pilot Project	?	2/28/2023	No	Yes	Recreation & Community Services	Community Wellness & Open Space	Completed		Staff recommendation was presented to the City Council at the May 20, 2025 meeting.

Attachment 1
List of Councilmembers Workplan Item Requests

No.	Topic	Requested By	Date Requested	Funded at a priority session but not through Council prioritization process (1)	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Status	Dec. 2, 2025 Council Ranking (2)	Mar. 2026 Progress Details
C58	Explore new ordinance for assessor dwelling units (ADUs) to allow condominium conversions	Evelyn Chua	8/13/2024	No	Yes	Planning	Economic Development & Job Growth	Completed		An info memo with pros/cons and policy decision was presented to the City Council.
C59	Review flight paths over Milpitas due to noise concerns	Carmen Montano	9/3/2025	No	Yes	City Manager	Environment	Withdrawn		Withdrawn at the 11/4/25 Council meeting
C60	Revise Youth Scholarship Policy to expand eligibility criteria	Carmen Montano		No		Recreation & Community Services	Economic Development & Job Growth	Deferred		Not prioritized at the 11/4 Council meeting.
C61	Agendize who is the acting city attorney	Gary Barbadillo	10/21/2025	No		City Manager	Governance and Administration	Withdrawn		Requested during Announcements on 10/21 and majority voted to add. Withdrawn on 10/24/25 Council special meeting.

(1) Staff's recommendations are based on Council requests and feedback.

(2) High Priority = impacts health, safety or revenue); Important =positive impact on the community but can be postponed; Nice to Have = not necessary. At the December 2, 2025 City Council prioritization meeting, the Milpitas City Council ranked items by three categories.

Attachment 1
List of Councilmembers Workplan Item Requests

1 = One-time Funding Available 2 = Aligned to projects with funding/partial funding 3 = Unfunded and not resourced 4 = not viable								
No.	Topic	Requested By	Date Requested	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Funding (1-4 - see definitions above)	Brief Description
Group 5 – New Items received from Council (September 8, 2025)								
1	Police Patrol	William Lam	9/8/2025	Yes	Police	Public Safety		Add three additional patrol vehicles driven by "low cost/volunteering" drivers.
2	Police Reporting	William Lam	9/8/2025	Yes	Police/IT	Public Safety		Create/implement online police report system to track status of reports
	Police Reporting	William Lam	9/8/2025	Yes	Police/IT	Public Safety		Add option for reporting party to upload photos or videos to police reports submitted online
	Police Patrol	William Lam	9/8/2025	Yes	Police	Public Safety		Install AI cameras to patrol cars to detect issues such as stolen vehicles, potholes, cracked roads, trees on roadways, etc.
3	Build Hospital	William Lam	9/8/2025	Yes	Police	Economic Development & Job Growth		Build a hospital in Milpitas
4	SMART Program enhancements/fiscal impact	William Lam	9/8/2025	Yes	Police	Public Safety		Study feasibility to use autonomous vehicles for SMART program instead of human drivers
5	Traffic Signal Synchronization	William Lam	9/8/2025	Yes	PW	Transportation & Transit		Synchronize traffic signals on Landess and Dixon Landing in addition to Calaveras
6	MAP Program Enhancement	William Lam	9/8/2025	Yes	Recreation & Community Services	Community Wellness & Open Space		Explore a better discount for senior citizen residents
7	MyMilpitas	William Lam	9/8/2025	Yes	PIO/PW/IT	Governance and Administration		Improve outreach and communication with residents.
8	Organizational Culture	William Lam	9/8/2025	Yes	CMO	Governance and Administration		Effect organizational culture change to set example for other local cities.
9	Fiscal Strategy	William Lam	9/8/2025	Yes	CMO	Governance and Administration		Control City Expenditures

Attachment 1
List of Councilmembers Workplan Item Requests

Tiers 1 = One-time Funding 2 = Aligned to projects with funding/partial funding 3 = Unfunded or not resourced 4 = not viable								
No.	Topic	Requested By	Date Requested	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Tiers (1-4 - see definitions above)	Sept. 2025 Brief Status Update
Group 1 – New Items that have not been prioritized								
Ordinances and Policies								
1	Change in mural program policy for all commissioners to have input	Carmen Montano	8/19/2025	Yes	Recreation & Community Services	Community Wellness & Open Space	2	New item, update pending
2	Revise Youth Scholarship Program policy to include eligibility for homeschooled and private school students	Carmen Montano	6/17/2025	Yes	Recreation & Community Services	Community Wellness & Open Space	1	New item, update pending
Projects and Programs								
3	Research and feasibility to distribute wireless security cameras similar to the City of San Leandro's program	Evelyn Chua	8/12/2025	Yes	Police	Public Safety	1	New item, update pending
4	Feasibility to expand Milpitas SMART services to San Jose International Airport	William Lam	8/12/2025	Yes	Planning	Transportation & Transit	1	New item, update pending
Miscellaneous								

Attachment 1
List of Councilmembers Workplan Item Requests

No.	Topic	Requested By	Date Requested	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Tiers (1-4 - see definitions above)	Sept. 2025 Brief Status Update
5	Proclamation to the sister city, Dagupan that recognizes its relationship with the City of Milpitas and for hosting Vice Mayor.	Gary Barbadillo	8/19/2025	No	Office of Economic Development	Governance and Administration	NA	New item, update pending
6	Offsite workshop in October 2025 to discuss each member of city council's priorities	William Lam	8/19/2025	Yes	City Manager	Governance and Administration	NA	New item, update pending

Attachment 1
List of Councilmembers Workplan Item Requests

No.	Topic	Requested By	Date Requested	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Tiers (1-4 - see definitions above)	Sept. 2025 Brief Status Update
Group 2 - Items that are currently underway and/or already included in staff's workload								
7	Boy Scouts presenting the colors and pledge of allegiance at Council meetings	Evelyn Chua	4/16/2025		City Clerk	Governance and Administration	NA	Staff is scheduling troupes once a month for six month intervals. The first presentation took place on August 19, 2025.
8	Revise Milpitas City Council Code of Conduct regarding electronic devices	William Lam	4/1/2025	No	City Clerk	Governance and Administration	NA	Staff will bring forward an agenda report on September 2, 2025 to discuss revisions to the Code of Conduct through the Council Handbook.
9	Distribute info memo on how to manage projects to avoid cost increases	Gary Barbadillo	4/1/2025	No	City Manager	Governance and Administration	NA	This will be provided to the City Council during September 2025.
10	Create community concert choir	Evelyn Chua	4/1/2025	No	Recreation & Community Services	Community Wellness & Open Space	2	This item was approved for funding during the May 13, 2025 Operating Budget Study Session. Staff began the formal recruitment for the Choir Director and Accompanist in August 2025.
11	Citywide pickleball site review	full council direction	5/20/2025	yes	Recreation & Community Services	Community Wellness & Open Space	3	Staff from Public Works and Recreation & Community Services are developing a workplan for this analysis.
12	Evaluate citywide overtime usage	Gary Barbadillo	3/4/2025	Yes	CMO	Governance & Administration	2	Analysis of these items will be included in the ongoing organizational assessment work and the upcoming Fiscal Year 2026-2027 budget process
13	Evaluate City reserve policies (review waterfall efficacy) Compare City reserve policies across regional comparitors	Evelyn Chua	2/18/2025	Yes	Finance	Governance and Administration	NA	A discussion of reserves will be included as part of the budget presentations to the City Council during Fiscal Year 2025-2026.
14	Consider support of a policy/program regarding fentanyl	Gary Barbadillo	2/18/2025	Yes	City Attorney's Office	Neighborhoods & Housing	3	Additional work not yet started.

Attachment 1
List of Councilmembers Workplan Item Requests

No.	Topic	Requested By	Date Requested	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Tiers (1-4 - see definitions above)	Sept. 2025 Brief Status Update
15	Add entertainment zone to revitalize Main St.	Carmen Montano	3/4/2025	Yes	Planning	Economic Development & Job Growth	2	Consultant will incorporate an "Entertainment District" in the Gateway-Main St. Specific Plan. Public Hearing scheduled in October 2025 for Plan adoption.
16	Police Satellite Office on South Main Street	Carmen Montano	2/18/2025	Yes	Housing	Governance & Administration	2	A satellite police office is planned for inclusion in the future request for proposals for development of the Main Street properties into housing. Additionally, staff is researching whether an interim office can be provided through upgrades of the City's existing buildings and/or leasing of a commercial space; 9/15: Broker of The Edge (753 Montague Expy) is requesting the City to present a best offer for either a 2K sqft or 1,469 sqft space.
17	Revise municipal code to include Animal Cruelty guidelines for additional animals such as horses, cats, etc.	Evelyn Chua	9/3/2024	Yes	City Attorney's Office	Governance & Administration	3	Initial research of alternatives has occurred and this work is temporarily on hold pending identification of resources.
18	Evaluate hours of service for the Milpitas Food Pantry	Carmen Montano	9/3/2024	Yes	City Manager's Office	Neighborhoods & Housing	NA	Staff has had several discussions with the operator of the Milpitas Food Pantry. The operator has indicated that they do not have plans to increase their hours, even if the City increases the rent. Staff are continuing to perform analysis on this situation. Notice of default sent 8/18/25 for tenant to provide proof of business license and County Environmental Health approvals by 8/22/25.
19	Escuela Parkway Traffic Safety Review	Carmen Montano	5/7/2024	Yes	Public Works	Transportation & Transit	2	Design consultant completed existing conditions evaluation of the corridor and has provided a draft memo of their findings along with conceptual design for traffic calming and roadway improvements. City Staff is reviewing the draft memo and will provide feedback on which recommendations to move forward to the final report. The study is anticipated to be completed in the fall of 2025 and discussed with City Council in the winter of 2026.

Attachment 1
List of Councilmembers Workplan Item Requests

No.	Topic	Requested By	Date Requested	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Tiers (1-4 - see definitions above)	Sept. 2025 Brief Status Update
20	Affordable Housing Ordinance Review	Carmen Montano	12/5/2023	Yes	City Attorney's Office	Neighborhoods & Housing	NA	This project has been delayed due to the vacancy of the Housing Official position. However, the City Attorney's Office has completed a full draft of guidelines to assist developers in implementing our affordable housing ordinance and it is currently being finalized pending review by City Departments and is expected to be completed by the end of the calendar year.
21	Look into possibility of senior citywide discount from certain Milpitas businesses.	Gary Barbadillo	2/7/2023	Yes	City Manager's Office	Community Wellness & Open Space	3	This priority item is on pause.
22	Look into implementing a workshop for small businesses on the bidding process for projects in the city.	Evelyn Chua	8/9/2022	Yes	City Manager's Office/Economic Development & Finance Department	Economic Development & Job Growth	NA	Staff is working on a small business development strategy that will be shared with the City Council for feedback in Fall 2025 which includes a number of items that are in place or will be implemented to support the small business community.
23	Main Street Infrastructure Projects	Carmen Montano	2/28/2023	Yes	Public Works	Transportation & Transit	2	The City received federally earmarked funding of \$500,000 for Street Light and Traffic Signal Improvements for five signalized intersections along Main Street. The evaluation of the existing conditions of the equipment was completed in mid-April. MTC notified the City that the project was included in Amendment 2025-13, which was approved by their Commission on June 25th. Federal approval is expected in August. According to the federal guidelines, the funding must be obligated by 2027. In addition, the City was selected to receive federally earmarked funding of \$250,000 for safety improvements along Main Street in 2025, however, the federal government has not passed a bill allocating this funding. Staff is evaluating various scopes of work on Main Street that could be implemented with this funding.

Attachment 1
List of Councilmembers Workplan Item Requests

No.	Topic	Requested By	Date Requested	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Tiers (1-4 - see definitions above)	Sept. 2025 Brief Status Update
24	Main Street Flooding at Library	Evelyn Chua	2/28/2023	Yes	Public Works	Transportation & Transit	NA	Staff has been working with the Regional Water Board to obtain a permit allowing for the dredging and vegetation management of Ford Creek for some time and will continue this effort. Staff to summarize results of the consultant's assessment by end of September 2025.
25	Evaluate reopening the childcare center with a non-profit organization running the center	Carmen Montano	2/1/2022	Yes	Recreation & Community Services	Community Wellness & Open Space	3	Costs for conversion of Milpitas Community Center and Sal Cracolice Recreational Facility to support licensed childcare were presented during the FY 25-26 budget process but not funded. At this time this is on hold as funding is not available for these conversions from a capital or operational standpoint.
26	Hillview Stakeholders Meetings (formerly called crime statistics on the Homekey project)	Evelyn Chua	6/7/2022	Yes	City Manager's Office	Neighborhoods & Housing	NA	Staff is continuing to meet with the stakeholder group, with the next meeting scheduled for end of 2025.
27	Incorporate mural art on Great Mall Parkway on the VTA owned Light rail pillars	Carmen Montano	11/16/2021	Yes	Recreation & Community Services	Community Wellness & Open Space	2	SB 456 passed the Assembly Business and Professions Committee with a unanimous vote of 17 Ayes and 0 Noes on July 8th. SB 456 passed out of the Assembly Appropriations Committee on a 15-0 vote on August 20th. It is expected to go to the Governor for signature soon. The project will install murals on two pillars supporting the VTA Light Rail Line at Great Mall Parkway and McCandless Drive/Fairlane Drive. The release of the project scope to qualified artists is paused while SB456 makes its way through the State legislature.
28	Analysis of permit process	Evelyn Chua	11/19/2024	Yes	CMO (Hanson Hom)	Economic Development & Job Growth	2	Work on evaluating the City's permit process has begun. An internal executive oversight team and workplan has been established. Interviews of City Councilmembers to receive feedback is underway

Attachment 1
List of Councilmembers Workplan Item Requests

No.	Topic	Requested By	Date Requested	> 4 hours staff time	Responsible Department / Office	Council Priority Area(s)	Tiers (1-4 - see definitions above)	Sept. 2025 Brief Status Update
29	Careers with the City of Milpitas Open House (aka Job Fair)	Evelyn Chua	11/19/2024	Yes	Ecn. Dev.	Governance & Administration	3	City Staff is reviewing options to host this event by the end of 2025 and will provide further details to the City Council during the month of September.
30	Explore Business License Tax Reform	Evelyn Chua	10/1/2024	Yes	City Manager's Office	Governance & Administration	1	Works is underway to determine whether a ballot measure on Business License Tax reform will be part of the November 2026 election.
Group 4 – items that have been completed, postponed indefinitely, or withdrawn since the last City Council update								
31	Feasibility Study for Night Market/Food Trucks on Main Street	Carmen Montano	5/7/2024	Yes	Office of Economic Development	Economic Development & Job Growth	2	The Office of Economic Development is exploring a partnership with Street Eats 209 for a pilot food truck park on a Main Street parcel in Spring 2026.
32	Main Street Movie Night (formerly named International Festival)	Hon Lien	10/3/2023	Yes	Recreation & Community Services	Community Wellness & Open Space	1	This one-time free movie night was scheduled July 18, 2025 at the Tom Evatt Park. Cultural shorts movies were presented, along with cultural performances prior to the movie. The Milpitas Historic Downtown Business Association also participated.
33	Explore increasing stipend for planning commission	Gary Barbadillo	4/16/2024	Yes	Planning	Neighborhoods & Housing	3	This was presented as an option for City Council to fund during the Fiscal Year 2025-2026 budget process and not funded so is being marked as completed.
34	Review sources of funds for library name and return to City Council with alternatives prior to the next annual budget process	Gary Barbadillo	9/3/2024	No	Recreation & Community Services	Community Wellness & Open Space		A dedication event was held on July 19, 2025.
35	Pickleball Pilot Project		2/28/2023	Yes	Recreation & Community Services	Community Wellness & Open Space	3	Staff recommendation was presented to the City Council at the May 20, 2025 meeting.
36	Explore new ordinance for assessor dwelling units (ADUs) to allow condominium conversions	Evelyn Chua	8/13/2024	Yes	Planning	Economic Development & Job Growth	NA	An info memo with pros/cons and policy decision was presented to the City Council so this item is being marked as completed at this time.

ATTACHMENT B

Group 1A Workplan Items City Council Referral Forms

- C1: Review the existing policy to grant the City Council authority to approve or deny massage facilities and alcohol and beverage control (ABC) licenses.
 - Attachment A: City Council Briefing Massage Establishments Permitting Process
 - Attachment B: City Council Briefing Alcohol Sales Permitting Process
- C2: Consider policy or program fentanyl use.
- C3: Review the City Commissions names and potential renaming.
- C4: Revisit 2-3 day street fair proposal during FIFA.
- C5: Place billboard at the Sports Center to inform community about events and activities.
- C6: Explore the creation of small parks in neighborhoods without them (N. Park Victoria and Vasona Park near Berryessa Road).
- C7: Explore use of public funds to advertise restaurants on VTA bus shelters, etc. during Super Bowl.
- C8: Consider an "Adopt a Drain" program to engage community members and students.
- C9: Explore a Friendship City.

City Council Referral
(requires more than 4 hours of staff time)

Category and Topic No.	Topic:	Requested by:	
ORDINANCES AND POLICIES Item C1	Review the existing policy to grant the City Council authority to approve or deny massage facilities and alcohol and beverage control (ABC) licenses	Carmen Montano	
Lead Department/Office	Supporting Department(s)/Office(s)		
Police and Planning	City Attorney		
Council Priority Areas	Estimated Completion Date	Estimated Cost	
Governance and Administration	TBD		
		Funding Needed	
		None	
Description of Required Work Effort			
Staff prepared and provided two separate documents outlining the existing approval processes for (1) massage facilities and (2) alcohol and beverage control licenses. Each document clearly describes the current procedural steps, responsible departments, review timelines, applicable regulations, and any required permits or inspections associated with the approval process. These documents are presented as Attachments A and B to this referral.			
Current Status Update			
A Council information memorandum with further detail on these items is being prepared and will be shared by mid-April.			
Council Clarification/Further Direction Requested			
If this item is prioritized, staff would seek City Council feedback regarding specific concerns that they may have with the approval of massage facilities and/or ABC licenses so that staff could focus additional research on those specific areas of concern.			
Other Considerations			

City Council Briefing

Massage Establishments Permitting Process

March 12, 2026

Background

Milpitas Municipal Code Section C.10.160 provides permitting and operational requirements for all massage establishments in the City. Key definitions include:

1. **Massage Establishment.** Any establishment having a fixed place of business where any person, firm, association, partnership, corporation, or other entity engages in, conducts, or carries on, or permits to be engaged in, conducted or carried on, any massage for compensation. Also includes, but is not limited to, any business providing off-premises massage services.
2. **Massage Establishment, Accessory.** An establishment that provides massage which is incidental to the primary business, where the owner of the primary business is responsible for the massage services and conduct of the massage technician(s) employed at the location.

Currently, there are approximately 10 massage establishments (standalone and accessory) operating within the City. 11 others are still in the process of securing all the necessary approvals to operate. A list of recently approved massage establishments is in the table below:

Business Name	Address	Date Approved
Ocean Day Spa	1767 Landess Ave.	6/22/20
J Spa	770 E. Capitol Ave.	2/16/22
Perfect Healing	490 Barber Ln.	9/20/22
Foot Lax	410 S. Main St.	2/15/24
Clear Lake	1766 Clear Lake Ave.	3/12/25
TBD	300 S. Abel St.	2/13/26

**Accessory massage establishments and changes to existing massage establishments are not included.*

Analysis

Permitting Process

The permitting process for massage establishments, both as a primary and accessory use, in all zones in the City, is in the table below.

Zoning District	Permitting
Residential	Not allowed
Commercial	Allowed with a Minor CUP (ZA approval) in the C2 and HS zones
Mixed-Use	• Allowed with a Minor CUP (ZA approval) in all zones • Allowed as an accessory use only with a Minor CUP (ZA approval) in all zones
Industrial	Allowed as an accessory use only with a Minor CUP (staff approval) in the M1, MP, BPRD zones
Metro Specific Plan	• Allowed with a Minor CUP (ZA approval) in the MXD2-Metro and MXD3-Metro zones • Allowed as an accessory use with a Minor CUP (staff approval) in the MXD2-Metro, MXD3-Metro, BPRD-R-Metro, and BPRD-Metro zones
Gateway Plan	• Allowed with a Minor CUP (ZA approval) in all zones except AD-BP (CUP) • Allowed as an accessory use with a Minor CUP (staff approval) in all zones

**ZA approval indicates that the Planning Director has approval authority*

Accessory Use

Massage establishments are only allowed as an accessory use to relevant primary uses such as medical offices, medical clinics, chiropractor practices, acupuncture practices, physical therapy, fitness and athletic facilities, health care facilities, or accredited schools. Additionally, massage establishments as an accessory use within beauty salons, barbershops, or healing art practices are only allowed to provide massage services of the head, neck, shoulders, hands, and feet.

Comprehensive Zoning Ordinance Update Changes

The primary change in the permitting process as a result of the recent Comprehensive Zoning Ordinance Update, which was adopted by Council on September 2, 2025, is that massage establishments are now allowed in industrial zones as an accessory use only. Previously, no massage establishments of any kind were allowed in industrial zones. However, massage establishments in industrial zones must be accessory to and support a primary employment generating use such as an office.

Appeals and Modification, Revocation, or Suspension

In general, standalone massage establishments require review and approval by the Zoning Administrator, which has historically been fulfilled by the Planning Director. Massage establishments within other primary businesses require review and approval by staff. However, decisions by staff and the Zoning Administrator may be appealed to the Planning Commission, and decisions by the Planning Commission may be appealed to the City Council.

Furthermore, the Council, Planning Commission, or Director may initiate the review of a permit or approval for the purpose of deciding whether modification, revocation, or suspension of the permit or approval is needed. The Planning Commission or the City Council (when necessary) may then hold a public hearing and take appropriate action.

Review by Other Departments

Prior to approval of a Minor CUP, the applicant must obtain a Massage Establishment Permit from the Milpitas Police Department pursuant to MMC Chapter III-6 (Massage Establishments and Practitioners) to ensure the establishment will be operated in a safe manner. The Milpitas Police Department also reviews the Minor CUP application and applies necessary conditions of approval, such as, but not limited to:

- Massage establishment applicants meet with a detective to discuss permit requirements. The detective conducts a thorough review of the application once it's submitted by the applicant.
- Background checks are performed, and criminal convictions for certain crimes are cause for denial.
- Verify proof of massage malpractice insurance no less than \$100,000.00 per licensed massage technician at the establishment up to a maximum of \$500,000.00
- Massage services shall be provided or given only between the hours of 7am and 10pm.
- Keeping of written records of all clients, services performed, and price of services (including gratuity), which are open to inspection by the Police Department, Code Enforcement staff, and City attorney.
- Treatment room doors shall always remain unlocked.
- At least one entrance door must remain unlocked at all times.
- Exterior windows facing a public street or parking area must remain unobstructed and maintain visibility into the establishment.
- Every massage technician must be certified by the State and the certificate must be displayed in an open and conspicuous place on the premises.

The Milpitas Police Department maintains a close working relationship with members of the Santa Clara County Law Enforcement to Investigate Human Trafficking (LEIHT) Task Force. They assist us, and we assist them with investigations of criminal activity at establishments in the City. Sex workers identified as human trafficking victims are provided with resources.

The Milpitas Police Department also conducts undercover operations at massage establishments to verify compliance with the Municipal Code and State law. These are sensitive operations, and specific information, such as the number of operations, is intentionally not disclosed. There is a zero-tolerance approach for violations, which may result in citations or arrests.

Furthermore, following approval of the Minor CUP and Massage Establishment Permit, the applicant must obtain a business license and building permit for tenant improvements prior to operating. During the building permit process, the Planning Department reviews the building permit plans to ensure that all the conditions of approval of the planning entitlement are met.

Other Jurisdictions

The permitting requirements for neighboring jurisdictions is below:

- City of Fremont: Requires CUP (PC approval) for massage establishments where allowed (most commercial and mixed-use and some industrial zones, similar to Milpitas).
- City of Santa Clara: Does not require a Planning entitlement but only a Massage Establishment Permit and business license to operate.
- City of San Jose: Treats massage establishments with certified therapists as a personal service, which is allowed by-right (no Planning entitlement required) in most commercial and mixed-use zoning districts.
- County of Santa Clara: Requires an administrative permit (ZA approval) for massage establishments where allowed ((most commercial and mixed-use and some industrial zones, similar to Milpitas).
- City of Sunnyvale: Does not require a Planning entitlement but only a Massage Establishment Permit and business license to operate.

While the level of review varies greatly from jurisdiction to jurisdiction, the highest level of review required for massage establishments is the Planning Commission for almost every jurisdiction in California.

Options

If the City Council desires to increase regulation of massage establishments, some policy options are below:

1. Require a CUP for all new standalone massage establishments, which would typically require Planning Commission approval, but could require City Council approval if desired.
2. Establish distance requirements between new standalone massage establishments or from sensitive land uses.

Staff Recommendation/Key Considerations

- Massage establishments bring in sales tax revenue for the City and are an appropriate land use in commercial and mixed-use zones that can contribute to the economic vitality of a neighborhood.
- Employment generating land uses such as large offices or warehouses often provide massage services for their employees, which contributes to employee attraction and retention.
- While massage establishments can be associated with criminal activity, the Milpitas Police Department issues Massage Establishment Permits and reviews Minor CUPs to ensure

establishments operate safely. The Milpitas Municipal Code provides a clear and structured process for regulating massage establishments and practitioners. The Police Department's authority to review, inspect, and enforce these provisions supports public safety and regulatory compliance. Based on these considerations, there are strong policy and operational reasons to maintain our current permitting process as written.

- Due to potential negative economic impacts of increased regulation of massage establishments and the strong safety and enforcement measures and protocols in place, staff recommends making no changes to the permitting process or regulations for massage establishments.

Currently the application fee for a Minor CUP to operate a new standalone massage establishment is \$1,526. The typical approval timeline is approximately 3 months. Requiring a full CUP would increase the application fee by over \$15,000 and increase the typical approval timeline by approximately 2 months.

City Council Briefing

Alcohol Sales Permitting Process

March 12, 2026

Background

Milpitas Municipal Code (MMC) Section C.10.050 provides permitting and operational requirements for standalone alcoholic beverage sales and MMC Section C.10.100.C provides permitting and operational requirements for alcohol service in conjunction with restaurants.

Key definitions include:

1. **Alcoholic Beverage Sales.** Any beverage sales use that includes the sale of alcoholic beverages for off-premise consumption. This includes retail sales of liquor, beer, wine, and spirits and can be combined with a retail sales establishment such as a grocery store or convenience store, or it can be a stand-alone liquor store or wine shop.
2. **Bar or Nightclub.** Businesses serving beverages for consumption on the premises as a primary use, including serving alcohol such as beer, wine, and spirits. Dancing and live entertainment may also be conducted within the establishment. This use does not include microbreweries. See “food preparation” for tasting rooms that are accessory and subordinate to a brewery, winery, or distillery.
3. **Breweries, Distilleries, and Wineries.** An establishment engaged in the brewing, distilling, and production of beer, wine, or other spirits. Tasting rooms that are accessory and subordinate to a brewery, winery, or distillery may be included in this use. This use does not include microbreweries.
4. **Restaurant with Alcohol Service.** Either a limited service restaurant that includes beer and wine service for on-site consumption and/or has a separate bar area; or a full service restaurant that includes liquor service for on-site consumption, and/or has a separate bar area.

Analysis

Permitting Process

The permitting process for Alcoholic Beverage Sales (off-site consumption) and Restaurants with Alcohol Service, both as a primary and accessory use, in all zones in the City, is in the table below.

Zoning District	Permitting
Residential	• Alcoholic Beverage Sales (off-site consumption) not allowed • Restaurants with Alcohol Service allowed with a CUP (PC approval) in the R3 zone and a Minor CUP (ZA approval) in the R4 zone
Commercial	• Alcoholic Beverage Sales (off-site consumption) allowed with a CUP (PC approval) in all zones • Restaurants with Alcohol Service allowed with a CUP (PC approval) in the CO zone and permitted by-right in all other zones
Mixed-Use	• Alcoholic Beverage Sales (off-site consumption) allowed with a CUP (PC approval) in all zones • Restaurants with Alcohol Service permitted by-right in all zones
Industrial	• Alcoholic Beverage Sales (off-site consumption) allowed with a CUP (PC approval) in the BPRD zone • Restaurants with Alcohol Service allowed with a CUP (PC approval) in the M1, MP, and BPRD zones
Metro Specific Plan	• Alcoholic Beverage Sales (off-site consumption) allowed with a CUP (PC approval) in the MXD2-Metro, MXD3-Metro, BPRD-R-Metro, and BPRD-Metro zones, except when located on the ground floor facing a public street designated as an Activity Street (permitted by-right)

	Restaurants with Alcoholic Service allowed with a CUP (PC approval) in all zones, except when located on the ground floor facing a public street designated as an Activity Street in the MXD2-Metro and MXD3-Metro zones (Minor CUP, staff approval)
Gateway Plan	- Alcoholic Beverage Sales (off-site consumption) allowed with a CUP (PC approval) in all zones - Restaurants with Alcoholic Service permitted by-right in all zones except AD-BP (CUP, PC approval, when an accessory use supporting a primary employment-generating use) and when not located on the ground floor facing a public street designated as a Retail Priority or Activity Street (CUP, PC approval)

*ZA approval indicates that the Planning Director has approval authority

In general, Alcoholic Beverage Sales is prohibited in residential and most industrial zones and require a CUP in all other zones unless located along specific high activity streets intended for retail and entertainment. Meanwhile, the permitting for Restaurants with Alcoholic Service is less restrictive in most zones to encourage and facilitate economic development in line with General Plan policies.

Furthermore, Alcoholic Beverage Sales and Restaurants with Alcohol Service in the BPRD, BPRD-R-Metro, and BPRD-Metro zones must be accessory to and support a primary employment generating use such as an office.

Buffer from Sensitive Uses

One of the key changes in the regulation of alcohol sales as a result of the recent Comprehensive Zoning Ordinance Update, which was adopted by Council on September 2, 2025, is the establishment of minimum separation requirements. New liquor stores and wine shops (i.e., standalone alcoholic beverage sale uses) are required to be located a minimum of 500 linear feet from sensitive uses. The minimum distance is measured between the building where alcoholic beverages are sold and the closest property line of the sensitive use.

Sensitive uses include:

- Parks
- Childcare centers
- Large and family childcare homes
- Public and private schools
- Elderly and long-term care uses
- Residential care facilities
- Supportive and transitional housing

Appeals and Modification, Revocation, or Suspension

Alcoholic Beverage Sales and Restaurants with Alcohol Service are permitted by-right, allowed with a Minor CUP (staff or ZA approval), or allowed with a CUP (PC approval) depending on the type of alcohol sales and location. However, decisions by staff and the Zoning Administrator may be appealed to the Planning Commission, and decisions by the Planning Commission may be appealed to the City Council.

Furthermore, the Council, Planning Commission, or Director may initiate the review of a permit or approval for the purpose of deciding whether modification, revocation, or suspension of the permit or approval is needed. The Planning Commission or the City Council (when necessary) may then hold a public hearing and take appropriate action.

Review by Other Agencies and Departments

The California Department of Alcohol Beverage Control (ABC) regulates the licensing, sale, and service of alcoholic beverages. An ABC license is required for all alcohol sales in addition to any local permits. Following the approval of a local permit, applicants must receive approval from ABC prior to operation. Upon submittal of an application to ABC, ABC also refers the application to local jurisdiction to confirm all required permits are obtained prior to approving the application. Furthermore, ABC imposes various requirements in addition to conditions of approval from local jurisdictions.

The Milpitas Police Department reviews all use permits and imposes conditions of approval to ensure safe operation and consumption such as a high-definition security camera system, restriction on hours of alcohol sales, responsible alcoholic beverage service training, and other conditions as necessary.

Other Jurisdictions

The permitting requirements (general summary) for alcohol sales in commercial and mixed-use zoning districts for neighboring jurisdictions are below:

- City of Fremont: Restaurants with alcohol service closed before midnight are permitted by-right while those open after midnight require ZA approval. Liquor stores are permitted by right or require ZA approval.
- City of Santa Clara: All alcohol sales are permitted by right.
- City of San Jose: All off-site sales and most on-site sales require a CUP.
- County of Santa Clara: Restaurants with alcohol service require a CUP and liquor stores are permitted by-right.
- City of Sunnyvale: Restaurants with full alcohol service require a CUP while those with beer and wine service require an administrative permit. Liquor stores are permitted by right except within 200 feet of public schools.

While the level of review varies greatly from jurisdiction to jurisdiction, in general, nearby jurisdictions are less restrictive than Milpitas and the highest level of review required for any type of alcohol sales is the Planning Commission.

Options

If the City Council desires to increase regulation of alcohol sales, some policy options are below:

1. Implement minimum buffers or separation from sensitive land uses like schools and community facilities.
2. Require a CUP (PC approval) for more types of alcohol sales.
3. Require Council approval for certain types of alcohol sales.

Staff Recommendation/Key Considerations

Staff does not recommend options 2 and 3 as they would conflict with the City's General Policies related to economic development. Additionally, greater regulation of alcohol sales would burden small businesses (e.g., restaurants, retail stores, etc.) and push them to relocate in other nearby jurisdictions with more flexible permitting. Staff recommends option 1 or keeping the City's alcohol sales regulations as they are, which were recently adopted and approved by the Council as part of the Comprehensive Zoning Ordinance Update.

City Council Referral
(requires more than 4 hours of staff time)

Category and Topic No.	Topic:	Requested by:	
ORDINANCES AND POLICIES Item C2	Review City Council Policy – Prioritization of Additional Workplan Items Process	Evelyn Chua	
Lead Department/Office	Supporting Department(s)/Office(s)		
City Manager's Office	City Attorney		
Council Priority Areas	Estimated Completion Date	Estimated Cost	
Governance and Administration	Minimum several months	n/a	
		Funding Needed	
		None	
Description of Required Work Effort			
The review of the City Council policy on prioritizing additional workplan items would require moderate staff effort led by the City Manager's Office with participation from the City Attorney's Office. The effort is anticipated to take approximately several months or more to complete, depending on the level of Council direction, staff availability, and the complexity of potential policy changes. Overall, staff would carry out this work within existing resources; however, given current workload levels, this potential new work effort would not begin until summer/fall 2026. Key scope could include, but are not limited to: 1. Review policy and process 2. Research benchmarking and best practices from neighboring cities 3. Develop policy recommendations			
Current Status Update			
n/a			
Council Clarification/Further Direction Requested			
1. What problem or opportunity is this request intended to address? 2. What specific outcome or change is the Councilmember sponsor seeking?			
Other Considerations			

City Council Referral
(requires more than 4 hours of staff time)

Category and Topic No.	Topic:	Requested by:	
ORDINANCES AND POLICIES Item C3	Review the City Commissions names and potentially renaming	Mayor Carmen Montano	
Lead Department/Office	Supporting Department(s)/Office(s)		
City Clerk	City Attorney		
Council Priority Areas	Estimated Completion Date	Estimated Cost	
Governance and Administration	August 2026	Staff time only; no fiscal impact anticipated.	
		Funding Needed	
		None	
Description of Required Work Effort			
Staff would prepare an agenda report to City Council utilizing the City Clerk's Office's existing inventory of City boards and commissions, supplemented by identification of each commission's enabling resolution, Council action, or Municipal Code authority. The agenda report would be presented for Council feedback and policy direction regarding whether any commission names should be considered for future renaming. As part of this effort, staff would also provide an informational notice to all City commissions advising them that City Council is reviewing commission names as part of a governance discussion. The notice would be informational only and would not solicit feedback unless directed by City Council. Work would include: • Confirming the existing inventory of City commissions, including names and stated purpose • Identifying and verifying the enabling Council action, resolution, ordinance, or Municipal Code section for each commission • Preparing an agenda report for City Council and responding to Council questions • Preparing and distributing an informational communication to City commissions regarding the Council agenda item • Providing information on which, if any, commissions have regular challenges with Commissioner attendance No commission renaming, legal amendments, or commission outreach for feedback would be undertaken as part of this phase.			
Current Status Update			
n/a			
Council Clarification/Further Direction Requested			
• Whether City Council wishes to proceed with consideration of renaming any City commission(s)			

City Council Referral
(requires more than 4 hours of staff time)

- If so, are there specific commission(s) that City Council would like to consider?
- Would the City Council be willing to consider consolidation of any specific commissions?

Other Considerations

- The first agenda item would be informational and direction-seeking only
- Future renaming efforts would require Council action including, but not limited to, amendments to resolutions or the Municipal Code, as well as updates to administrative and public-facing materials.
- Additional staff time estimates and implementation details would be provided if City Council directs staff to proceed with renaming
- Providing advance notice to commissions supports transparency while preserving City Council's policy-setting role

City Council Referral
(requires more than 4 hours of staff time)

Category and Topic No.	Topic:	Requested by:
PROJECTS AND PROGRAMS Item C4	Revisit 2-3 day Street Fair Proposal During FIFA	William Lam
Lead Department/Office	Supporting Department(s)/Office(s)	
Recreation and Community Services	PW, PD, Fire, Building, CMO	
Council Priority Areas	Estimated Completion Date	Estimated Cost
	NA	\$385,000+
		Funding Needed Yes
Description of Required Work Effort		
Host a street festival in partnership with an outside partner.		
Current Status Update		
On January 13 Councilmember Lam raised the topic of street festival during announcements. This will be considered again for prioritization at the next session tentatively scheduled for April 2026 per the council approved prioritization process. When this announcement was made, staff indicated that it would not be possible to co-host a street festival during June without canceling the 4 th of July event.		
Council Clarification/Further Direction Requested		
Other Considerations		
Staff recommend that a 3 rd party event company host a street-fair like event on private property to minimize impacts to City resources.		

City Council Referral
(requires more than 4 hours of staff time)

Category and Topic No.	Topic:	Requested by:	
PROJECTS AND PROGRAMS Item C5	Place Communications Billboard at the Sports Center to Inform Community about Events and Activities	Mayor Carmen Montano	
Lead Department/Office	Supporting Department(s)/Office(s)		
Recreation and Community Services	Public Works, IT		
Council Priority Areas	Estimated Completion Date	Estimated Cost	
Community Wellness & Open Space	TBD	\$55,000 to \$150,000+	
		Funding Needed	
		\$55,000 to \$150,000+	
Description of Required Work Effort			
The intent of this project would be to place an electronic sign at a visible location outside a City Facility such as City Hall, the Sports Center or the Police Station. This sign would be used to communicate and promote city events and messages to our community. Based on some initial research, costs can vary quite a bit depending on the size, display type, site conditions, and installation requirements. At a high level, a preliminary ROM could range anywhere from roughly \$55,000 for a smaller monument-style LED sign to \$150,000+ for a larger, full-color electronic message center with full installation and infrastructure.			
Current Status Update			
NA			
Council Clarification/Further Direction Requested			
Other Considerations			

City Council Referral
(requires more than 4 hours of staff time)

Category and Topic No.	Topic:	Requested by:	
PROJECTS AND PROGRAMS Item C6	Explore the creation of small parks in neighborhoods without them, such as the area of N. Park Victoria at Nicklaus Avenue	Carmen Montano	
Lead Department/Office	Supporting Department(s)/Office(s)		
Recreation & Community Services	Public Works		
Council Priority Areas	Estimated Completion Date	Estimated Cost	
Community Wellness and Open Space	TBD	\$10,000 for a feasibility study effort. Potential future construction and maintenance costs TBD.	
		Funding Needed	
		\$10,000 for feasibility study	
Description of Required Work Effort			
North Park Victoria at Nicklaus: In order to consider this site for a park, a feasibility study is needed to determine community support, needed improvements and associated costs to construct. The feasibility study would include the following: • Community outreach and survey • Site plan and improvements: planters, benches, fencing, and etc. • ADA access and parking supply/impact			
Current Status Update			
Staff have visited the potential park site, but no work is currently being performed on this.			
Council Clarification/Further Direction Requested			
Other Considerations			

City Council Referral
(requires more than 4 hours of staff time)

Category and Topic No.	Topic:	Requested by:	
PROJECTS AND PROGRAMS Item C7	Explore use of public funds to advertise restaurants on VTA bus shelters	Carmen Montano	
Lead Department/Office	Supporting Department(s)/Office(s)		
City Manager's Office	Public Information Office		
Council Priority Areas	Estimated Completion Date	Estimated Cost	
Economic Development & Job Growth	Ongoing (One-Year, Quarterly Campaign)	\$34,500 (based on 17 bus shelters across four separate 4-week campaigns, totaling 16 weeks annually at a discounted bundled rate). By comparison, implementing a single 4-week campaign once per year across the same 17 shelters would cost \$12,000 , offering a lower-cost option but with significantly reduced visibility and duration.	
		Funding Needed	
		\$34,500	
Description of Required Work Effort			
To promote Milpitas restaurants and local businesses, the City can implement a high-visibility transit shelter advertising program designed to extend beyond one-time events like the FIFA World Cup and support ongoing economic development initiatives and small business visibility. The program can also advance tourism efforts, talent recruitment, community branding efforts, and other City messaging throughout the year. The upcoming FIFA World Cup matches in nearby Santa Clara present a timely opportunity to reach regional visitors. During this period, the City could deploy a coordinated bus shelter campaign to position Milpitas as a convenient and compelling destination. Strategically placed transit shelter advertising will highlight the City's diverse, globally inspired dining scene, encourage exploration of local restaurants and small businesses, and reinforce Milpitas as an accessible hub just minutes from major event venues.			

City Council Referral
(requires more than 4 hours of staff time)

The City has 34 VTA transit shelters within Milpitas, with advertising costs averaging approximately \$700 per unit per 4-week cycle (inclusive of ad space and production). Campaigns require a 4-week lead time for artwork submission and production.

To ensure consistent visibility and messaging beyond the World Cup, the City may consider negotiated bundled annual rates that provide cost efficiencies, priority placement, and sustained exposure across multiple campaign flights:

- Partial Deployment (50% of shelters / 17 units): Four separate 4-week campaigns (16 weeks total). Estimated cost: \$34,500 total (~\$540 per unit per 4 weeks, discounted bundled rate).
- Full Deployment (100% of shelters / 33 units): Four separate 4-week campaigns (16 weeks total). Estimated cost: \$71,000 total (~\$540 per unit per 4 weeks, discounted bundled rate).

This phased approach allows the City to maintain a continuous, quarterly presence, reinforcing messaging beyond the FIFA event window.

By comparison, implementing a single 4-week campaign once per year across 50% of shelters (17 units) would cost approximately \$12,000, offering a lower-cost option but with significantly reduced visibility, frequency, and overall impact.

In addition to transit shelters, the City may leverage a no-cost partnership with Clear Channel, subject to availability, to display messaging on digital billboards along Interstate 880 near Dixon Landing. These placements provide added regional exposure to commuters and visitors traveling through the area.

Overall, this strategy offers a scalable and flexible advertising platform that supports both event-driven promotion and ongoing, year-round messaging, ensuring Milpitas remains visible, competitive, and top-of-mind for residents and visitors alike.

Current Status Update

No status update at this time.

Council Clarification/Further Direction Requested

Staff would like City Council feedback on the following if this is prioritized:

1. Are there particular messages the City Council would like featured on these transit shelter ads?

Other Considerations

City Council Referral
(requires more than 4 hours of staff time)

None at this time.

City Council Referral
(requires more than 4 hours of staff time)

Category and Topic No.	Topic:	Requested by:						
Projects and Programs C8	Consider an Adopt a Drain Program	Hon Lien						
Lead Department/Office	Supporting Department(s)/Office(s)							
Public Works	Information Technology							
Council Priority Areas	Estimated Completion Date	Estimated Cost						
Environment	Early 2027	\$10,000 one-time start up						
		Funding Needed						
		\$8,000 - \$13,000 annually						
Description of Required Work Effort								
“Adopt A Storm Drain” is a project of Hamline University’s Center for Global Environmental Education (located in St. Paul, Minnesota). The Adopt A Storm Drain program offers an online platform where residents of participating communities can “adopt” a storm drain, pledge to keep it clear of debris, and track cleaning data/statistics. Participating communities agree to pay for initial set up costs annual licensing fees. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 60%;">Program Set up Fee (one-time)</td><td style="width: 40%;">\$ 1,800</td></tr> <tr> <td>Annual Fee (Program Management and Implementation)</td><td>\$ 6,179</td></tr> <tr> <td>Direct Participant Support for 50 participants (additional cost for more 50 participants)</td><td>\$ 897</td></tr> </table> The Adopt A Storm Drain project also provides public education support at hourly rates (\$55 - \$85 per hour) and school classroom education materials and teacher engagement at a cost of \$500 - \$800 per classroom. This could cost up to \$5,000 annually. Additionally, staff estimate at least 20-30 staff hours (PW and IT) needed to work with the project to set up program for Milpitas including sharing of storm drain GIS data, participation documents, and project administration. Currently, the City of Fremont is the only local community that participates in Hamline University’s Adopt a Drain Program. While other cities such as San Jose, Oakland, and San Francisco have established their own city-specific Adopt A Drain programs that include an online presence that is maintained through ArcGIS, development of volunteer participation agreements, training documents, and materials, and program outreach. Staff estimates that developing a city specific program for Milpitas could take up to 150 staff (PW and IT) hours or more, plus additional costs to develop any educational and support materials. Community participation in these efforts vary and are fairly modest. City of Fremont shows less than 4% of their 10,500 storm drains are adopted.			Program Set up Fee (one-time)	\$ 1,800	Annual Fee (Program Management and Implementation)	\$ 6,179	Direct Participant Support for 50 participants (additional cost for more 50 participants)	\$ 897
Program Set up Fee (one-time)	\$ 1,800							
Annual Fee (Program Management and Implementation)	\$ 6,179							
Direct Participant Support for 50 participants (additional cost for more 50 participants)	\$ 897							

City Council Referral
(requires more than 4 hours of staff time)

The City does not have a storm drain fee and all storm drain related work is funded through the General Fund.

Current Status Update

None.

Council Clarification/Further Direction Requested

Other Considerations



Organization: Milpitas
Population: 77,000
Date: 6/30/25
Budget Year: 2025

Contact: Cassandra Garcia
Notes: Pricing estimate for first year. Yearly contracts start in January. We will prorate the annual fee to the quarter year for contracts starting mid-year.

Item description	Quantity	Unit	Amt	Cost	Notes
ONE TIME SET UP FEES					
Program Set Up					
Set-up Fee: GIS Data	1		\$700	\$700.00	Adds city, watersheds, subwatersheds, and storm drain data to the system.
Set-up Fee: Website Customization	1		\$500	\$500.00	Adds city to the website, includes creating admin accounts in Nova. Additional Website customization at \$250/hour
Set-up Fee: Graphic Design	1		\$600	\$600.00	Custom welcome letter, up to 4 signs with local wording. Additional work at \$125/hour
Program Set Up Subtotal				\$1,800.00	
ANNUAL FEES					
Program Management and Implementation					
Site License: Annual Membership	77,000	people	\$0.077	\$5,929.00	Standard rate for a city. Includes technical application, support, and access to our branded outreach materials
Summary Evaluation and Report	5	hours	\$50.00	\$250.00	We will compile a year end report for you to use.
Program Management and Implementation Subtotal				\$6,179.00	
Direct Participant Support					
Coroplast Signs and Stakes	50	pieces	\$3.80	\$190.00	Lightweight coroplast sign and metal stake
Welcome Packets and Cards	50	pieces	\$2.15	\$107.50	Printed welcome packet includes envelope, welcome letter, and tip card
Sign Distribution	50	pieces	\$12.00	\$600.00	Postage and handling for welcome packet and signs
Direct Participant Support Subtotal				\$897.50	
<i>Additional welcome packets may be requested, at the rates listed above</i>					
Marketing/Outreach					
Collaboration with CGEE Social Media	0	hours	\$55.00	\$0.00	We can work with you to leverage our social media outreach program.
Consulting with CGEE Team	0	hours	\$85.00	\$0.00	We are available to assist in the critical outreach efforts
K-12 program materials	0	class-room kits	\$500.00	\$0.00	Teacher and classroom support materials, including data collection cards, pencils, and information sheets for students to take home to their families



Organization: Milpitas
Population: 77,000
Date: 6/30/25
Budget Year: 2025

Contact: Cassandra Garcia

Notes: Pricing estimate for first year. Yearly contracts start in January. We will prorate the annual fee to the quarter year for contracts starting mid-year.

K-12 program implementation	10 class-rooms	0	\$3,000.00	\$0.00	K-12 project management costs, teacher engagement and retention, and program evaluation and reporting.
Subtotal				\$0.00	
Total				\$8,876.50	
Administrative Fee 10%			10%	\$887.65	
GRAND TOTAL				\$9,764.15	
Annual cost going forward w/o set up fees				\$7,784.15	

City Council Referral
(requires more than 4 hours of staff time)

Category and Topic No.	Topic:	Requested by:
MISCELLANEOUS Item C9	Explore a Friendship City	Carmen Montano
Lead Department/Office	Supporting Department(s)/Office(s)	
City Manager's Office	Economic Development	
Council Priority Areas	Estimated Completion Date	Estimated Cost
Economic Development & Job Growth	TBD	TBD
		Funding Needed
		\$30,000 ongoing (approximately 15% of a staff member's time)

Description of Required Work Effort

A Friendship City is a less formal relationship between two cities; a symbolic connection with less ongoing interaction, often formalized through a Memorandum of Understanding (MOU) the primary purpose of which is:

- To establish an initial diplomatic or cultural connection
- To explore the potential for more formal ties (generally, established after two full years of friendship status)
- To serve as the first stage in what may become a Sister City partnership.

The table below provides a visual comparison:

FEATURE	SISTER CITY	FRIENDSHIP CITY
FORMALITY	Formal, often legally binding	Informal or symbolic, but documented through an MOU
GOVERNMENT ROLE	Direct involvement (e.g., mayor, council)	May or may not involve government directly
DURATION	Long-term	Short-term or exploratory
ACTIVITIES	Cultural, economic, educational, etc.	Typically limited to two years, ceremonial
PUBLIC FUNDS	Yes, both staff time and funds needed to support	Yes, both staff time and funds needed to support

In terms of City resources, the establishment and maintenance of a Friendship City relationship, even if initiated through the auspices of the Economic Development Commission or other City Commission, would require at minimum one (1) City staff liaison to devote a significant portion of their workload to both coordination and communication efforts with their Friendship City counterparts, particularly at the outset of the relationship, and on a regular basis for planned delegation visits and other activities. While

City Council Referral
(requires more than 4 hours of staff time)

it is not feasible within current budgetary constraints, staff will keep this initiative on a list of programs to consider implementing once resources allow.

Current Status Update

No current status

Council Clarification/Further Direction Requested

- How many Friendship Cities do Council envision?

Other Considerations

Attachment 3

List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
No.	Topic	Requested By	Date Requested	Completed, Deferred, or Withdrawn	Brief Update
1	Add Green Bike Lanes	Tran, Montano	9/17/2019	Completed	Included in CIP
2	Adopt Resolution similar to County's re: xenophobia, discrimination	Dominguez	4/21/2020	Completed	Added to the consent calendar and adopted Resolution on 5/5/2020
3	Agendize a Flag Raising for India Independence Day	Tran	6/14/2022	Completed	Item added to 6/21/2022 Consent Calendar
4	Agendize an update to the Lobbyist Ordinance for the next meeting	Chua	3/1/2022	Completed	Discussed at 3/15 City Council Meeting; At the 3/15/2022 Council Meeting, City Attorney was directed to bring back a proposed ordinance amendment for further discussion; Council approved the ordinance on 6/7/2022
5	Amend Accessory Dwelling Units (ADU) ordinance to address unpermitted ADUs	Chua	1/5/2021	Completed	Safe ADU Legalization Program is launched on 3/24/2022, utilizing ARPA funding. No Ordinance amendment is necessary.
6	Amend Ordinance to remove affordable housing in-lieu fee	Chua	12/15/2020	Completed	Amended Affordable Housing Ordinance adopted on 2/1/2022.
7	Below Market Rate (BMR) units - process for selecting applicants	Chua	10/19/2021	Completed	Info Memo sent to Council on 1/14/2022 and 3/17/2022.
8	BMR Homes sub-lease option during COVID-19	Chua	1/19/2021	Completed	Info Memo sent on 4/26/2021
9	Bring back a conversation in the budget meeting to fund “walking beats” in the commercial and high crime areas	Dominguez	4/5/2022	Completed	At the 4/5/2022 City Council meeting, this item was discussed and there was direction from Councilmember Dominguez to work with the City Manager to find funding sources
10	Bring back update report & discuss status of playing fields for girls' softball in Milpitas	Dominguez	10/20/2020	Completed	Discussed on 02/11/2021, amended JUA for Russell approved on 6/15/2021
11	Celebrate Mexican Independence Day annually on September 16	Montano	6/2/2020	Completed	Approved on consent 8/18/2020
12	City to highlight mental health resources on the website	Dominguez	8/17/2021	Completed	Staff will issue an email this week (week of 7/25)

Attachment 3

List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
13	Community Theatre, perhaps with MUSD	Núñez, Phan	8/20/2019	Completed	Discussed @ CIP Study Session on 4/14/2020; councilmembers asked outdoor amphitheater to be placed into the tail end of 5 year CIP
14	Community Workforce Agreement (PLA)	Phan	2/18/2020	Withdrawn	Council voted to remove this item from the list on 2/02/2021 per CM Phan's request
15	Consider "Old Town" Main St. revitalization, funding, economic dev., improve area	Montano	12/15/2020	Completed	Council provided direction to move forward with revitalization efforts on May 11, 2021. Staff is working on various items related to revitalization and have provided subsequent updates to the Council in October and to the Main Street Revitalization Subcommittee in September and November.
16	Consider adding state certification NEC for electrical work done in the City (safety)	Dominguez	6/30/2020	Completed	Not needed, staff is certified
17	Consider change in Commission structure, on term limits	Tran	12/15/2020	Completed	Completed on 1/19/2021
18	Consider change in term limits for Mayor + Councilmembers	Montano	6/16/2020	Deferred	8/4/2020: Voted 3 -2 to pursue; 2/02/2021 to agendize for a future meeting; 3/16/2021 voted 3-1-1 to move forward. Scheduled for 3/15/2022; rescheduled for 4/05/2022; 4/05/2022 could gave direction to move forward with Councilmember term limits and discuss the Mayoral seat at a later date; Discussed at the 5/10/2022 budget meeting and had a consensus not want to move foward with a ballot measure for the Mayor term limit; Councilmember term limits scheduled for June 7; Scheduled for June 21 meeting
19	Consider Community Museum and Park on Main St.	Phan	8/20/2019	Completed	To be considered as part of Specific Plan process
20	Consider expanding the Fee Waiver Policy eligibility to non-profit organizations outside of Milpitas but the events are specific to Milpitas residents	Chua	3/15/2022	Completed	Council approved the policy revision at the June 21 2022 City Council meeting.

Attachment 3

List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
21	Consider funding to implement and create a homelessness encampment response team to be dispatched to encampment sites to address concerns, talked about creating a position to provide mental health assistance, and would like this to be brought back for discussion at the budget meeting	Dominguez	3/15/2022	Completed	Direction from Council to bring forward as part of FY 22-23 budget discussion; at the May 10 Budget Study Session Council did not direct to do any further work on this item.
22	Consider naming "Milpitas Hills"	Dominguez	10/20/2020	Deferred	Deferred indefinitely on 2/02/2021; did not receive a majority vote from 2/02/2021 council meeting
23	Consider rescinding direction given on 1355 California Circle project and allow the project application to move forward without being tied to a specific plan (Original request was for item to be placed on November 2 agenda)	Chua	10/19/2021	Completed	Staff is working with the developer on options to move the project forward.
24	Consider satellite consular offices (post Covid)	Montano	6/2/2020	Deferred	Deferred indefinitely per VM Montano's request on 2/02/2021 council meeting
25	Create an "Incentive Corner," which will be a sub-page with links to different freebies, grants, and incentives from the City and the regions, including the Water District and Silicon Valley Clean Energy	Chua	8/17/2021	Completed	"Incentive Corner" webpage is live on the City's website. Banner posted on 3/28/2022.
26	Designate the California Oak Tree as the City's official heritage tree	Montano	2/1/2022	Completed	Council approved at the 6/7/2022 meeting.
27	Discuss a "safety first" or other event in lieu of National Night Out (per CAC)	Phan	10/20/2020	Withdrawn	Remove from the list per CM Phan's request on 2/02/2021 council meeting

Attachment 3

List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
28	Discuss budget reductions in next FY with input from residents, employees	Nuñez	10/6/2020	Completed	On 10/20/2020, to 11/10, 11/17
29	Discuss having 4th of July parade	Nuñez	2/18/2020	Withdrawn	No longer under discussion
30	Discuss potential litigation - re: govts' action on Jamboree-Project Homekey	Tran	10/6/2020	Completed	Multiple Closed Sessions - Oct. 2020
31	Discussion in the next fiscal year, to have a sliding scale permitting program for seniors and low-income residence for necessary safety renovations	Tran	5/4/2021	Completed	8/09/2021 Council voted 5-0 to move this item forward and modify the existing Milpitas Assistance Program to include seniors; MAP continues to be available for low income seniors and sufficient funding was budgeted for FY 2022-23.
32	Discussion of campaign finance reform and/or Open Government Ordinance	Phan	6/30/2020	Withdrawn	Withdrawn @ 8/4/2020 CC meeting
33	Discussion of Minute Man as City's image, when City branding comes back	Phan	8/18/2020	Deferred	Staff and consultant presented the item on 5/4/2021, due to the late hour it was deferred to a future meeting. Council provided input that the Minute Man discussion will not be pursued further.
34	Discussion on possible tax measures	Tran, Phan	4/21/2020	Completed	Done on 5/15/2020
35	Discussion to reduce the City's Senior Center facilities deposit	Montano	5/4/2021	Completed	8/09/2021 Council voted 5-0 to refer this item as part of the development of the FY 2022-23 Master Fee Schedule; Council approved the item on 4/19 as part of the adoption of the Master Fee Schedule
36	Discussion/staff report on Beautify Milpitas, graffiti abatement, resources	Montano	6/30/2020	Completed	City Council approved the Beautify Milpitas program on June 1, 2021
37	Donate old, obsolete, noncompliance items from the Fire Department to Sister City Dagupan Philippines	Chua	8/9/2021	Completed	Council approved the resolution for donations of personal protective equipment on March 1, 2022 and staff implemented the program by the end of March.

Attachment 3

List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
38	Economic Development Corporation (EDC)	Montano	12/15/2020, 01/05/2021, 01/19/2021, 01/26/2021	Deferred	Deferred on 4/20/2021
39	Emergency item for next agenda: extend tenant eviction protections	Dominguez	6/16/2020	Withdrawn	Withdrawn, covered by other govt
40	Emergency request to cap rents on small businesses (tenants) in Milpitas	Dominguez	10/6/2020	Deferred	On 12/01/20. Not supported
41	Establish "ADU Mondays"	Chua	1/5/2021	Completed	Launched in March 2021
42	Establish a Day Worker Program	Montano	6/16/2020	Withdrawn	Mayor & Vice Mayor to brainstorm in future; Council voted to remove this item from the list on 2/02/2021 per VM Montano's request
43	Establish Milpitas coronavirus testing site	Phan	4/7/2020	Completed	Completed
44	Expedite process for Measure F Oversight Committee	Chua	12/15/2020	Completed	Staff explained planned process, appts. were approved by Council in March 2021
45	Explore a lease for the vacant land adjacent to the Library for City use	Tran	1/18/2022	Withdrawn	February 2023 update: At the January 31, 2023 City Council Budget Study Session staff was directed to drop this item from the priority list.
46	Explore increasing the Conferences /Meetings/ Memberships allowance for each Councilmember to \$10,000	Chua	5/17/2022	Completed	On 6/07/22, City Council did not approve increasing the allowance as part of the adoption of the FY 2022-23 Budget; however, Council provided direction to review funding need as part of the FY 2022-23 mid-year budget review.
47	Extend the outdoor dining options through March of next year	Phan	9/21/2021	Completed	Planning Director to provide information on current outdoor dining extension
48	Fee waiver for the Chamber of Commerce for either the Oktoberfest or Arts and wine Festival	Montano	3/1/2022	Completed	Staff reached out to the Chamber of Commerce. The Chamber may seek a fee waiver next fiscal year.

Attachment 3

List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
49	Fee waiver for the Christian Worship Center's Easter Egg Hunt event	Tran	3/1/2022	Completed	The City Council approved a fee waiver for this event on April 5, 2022.
50	Fee waiver for the Filipino American South Bay Community to hold pop-up resource fair at a City Park	Dominguez	3/1/2022	Completed	Staff engaged organizers of the event; event was held on June 19; organizers did not request a fee waiver.
51	Fee waiver for the Kiwanis Annual Crab Feed event	Tran	3/1/2022	Completed	Approved at the 3/15/2022 Council Meeting
52	Form "Beautify Milpitas" subcommittee - for a future Task Force or Commission	Chua	12/15/2020	Completed	Council approved the Beautify Milpitas program on June 1, 2021. No subcommittee to be formed.
53	Form a Historical Commission	Montano	6/2/2020	Completed	Already part of PRCRC. Commission discussed on 01-05- 2021, no change
54	Form a Homelessness Task Force	Tran	12/15/2020	Completed	Approved by Council on 1/5/21
55	Guide small businesses on ADA (Americans with Disabilities Act) requirements due to the quick changes made to facilities during the pandemic	Chua	8/5/2021	Completed	SVEDA/SV Joint Venture hosted the "SV Small Businesses & ADA Compliance" webinar on 11/3/21. Several Milpitas business reps, & staff from Econ. Dev. & Building participated. Staff met with reps from CA Comm. on Disability Access to discuss business education & outreach.
56	Host a Townhall at City Hall in January, February, and March for the community to share comments about the issue of the unhoused	Tran	11/2/2021	Deferred	Deferred by Mayor Tran because of public health status
57	Illegal dumping	Phan	10/5/2021	Completed	Info Memo sent to Council on 2/25/2022
58	Incorporate a Press Release Policy (if there is an existing policy) in the City Council Handbook	Tran	8/17/2021	Completed	The City Council Handbook was adopted at the Jan. 11, 2022 City Council meeting.
59	Increase number of commission members from seven to nine on the Parks, Recreation and Cultural Resources Commission	Montano	10/5/2021	Completed	Council approved Bylaw changes at the April 19 Council meeting

Attachment 3

List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
60	Increase the City's rebate program to match Valley Water's two dollars rebate increase and look into expanding the "Lawn Buster" program to more residents based on income	Chua	6/15/2021	Completed	On October 19, 2021, the Council approved a contract amendment with the Santa Clara Valley Water District (District) to match the District's rebate amount and to authorize the City to manage the "Lawn Buster" program with "Our City Forest" on behalf of the District. On December 14, 2021, Council approved a contract with "Our City Forest."
61	Increase the number of local businesses doing business with the City	Chua	4/6/2021	Deferred	At 8/9/2021 Council meeting, Council voted that this item may have to come back for additional discussion because there may be some legal considerations.
62	Info. on new SB 50 (housing, transit bill)	Phan	1/7/2020	Completed	Sent memo to City Council
63	Job fair with 20 local businesses to be held soon and an additional one in the fall with the Chamber taking a larger role and the City providing some support	Chua	6/1/2021		
64	Letter from City Council opposing AB 2181 (Berman) regarding VTA's Board Composition	Tran	6/7/2022	Completed	Per the email sent to Council on 6/17/2022, consistent with the Council approved Legislative Advocacy Policy, Mayor Tran signed a letter opposing the legislation unless amended.
65	List of city charges/costs that could be waived for small businesses	Dominguez	6/16/2020	Completed	6/30/2020 info memo
66	Local Boy Scouts Fee Waiver for Eagle Scout Ceremony	Tran	6/7/2022	Completed	Fee waiver was approved on September 20, 2022.
67	Look into allowing outdoor music and would like the ordinance brought back to Council.	Montano	8/5/2021	Completed	Zoning Ordinance Text Amendment adopted 08/16/2022

Attachment 3

List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
68	Look into how the City can be a resource for small businesses to help guide them on what to do in terms of ADA (Americans with Disabilities Act) requirements due to the quick changes made to facilities during the pandemic	Chua	8/5/2021	Completed	SVEDA/SV Joint Venture hosted the “SV Small Businesses & ADA Compliance” webinar on 11/3/21. Several Milpitas business reps, & staff from Econ. Dev. & Building participated. Staff met with reps from CA Comm. on Disability Access to discuss business education & outreach.
69	Look into reducing rates for the seniors and low-income families for Sports Center activities	Montano	2/1/2022	Completed	The FY2021-22 Adopted Fee Schedule includes discounted membership and fitness passes for Seniors; low-income families can apply for membership and fitness pass discounts through the Milpitas Assistance Program
70	Maintain Dagupan, P.I. as a Sister City	Tran, Montano	9/17/2019	Completed	Approved the renewed MOU continuing the Sister City relationship on 12/17/2019
71	Mayor shall recommend a Milpitas resident to serve on VTA Bike Committee	Dominguez	11/17/2020	Completed	12/15/20: resident Kristal Caidoy appointed to VTA BPAC
72	Memorialize those that have passed due to COVID-19 in Milpitas	Dominguez	3/2/2021	Deferred	At 8/9/2021, Council provided input that COVID-19 had not yet passed and that the discussion about a memorial should be had at a future time.
73	Mini-libraries in the low-income areas of the City	Montano	4/20/2021	Completed	Discussed on 8/9/2021, staff to follow up with Vice Mayor Montano on specific vision. Staff met with the Vice Mayor. The City will continue to facilitate libraries as needed but will not take a lead role in funding or operating them.
74	No on possible ban on vaping, yes on restricting smoking in multi-unit bldgs	Montano	1/7/2020	Completed	Ordinance for multi-unit buildings adopted on 6/15/2021
75	Opportunity to share ideas for US census & on City "sponsored" events	Dominguez	9/1/2020	Deferred	12/01: remove census topic, move events to CC retreat 2021; at 1/12 retreat Council direction to cease

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List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
76	Ordinance to ban vaping in the City	Montano	12/15/2020	Completed	Study session with Council held 6/21/2022. Tobacco Retail Permitting program has been drafted, but there are unresolved issues with enforcement by Santa Clara County.
77	Outreach to notify the community of the trash voucher program	Chua	9/7/2021	Completed	Staff provided an Information Memorandum regarding the pilot program on April 6, 2022.
78	Parade for MHS Trojans Football	Tran, City Manager	1/21/2020	Completed	Completed 1/28/2020
79	Partner with the Rotary Club of Silicon Andhra to promote the stem cell donor outreach with a webinar and campaign to help increase the number of donors	Chua	8/17/2021	Completed	Staff will include the stem cell donor information in regularly scheduled wellness event
80	Performance Evaluation (Contract) of City Attorney	Tran	1/5/2021	Completed	Multiple Council closed session discussions held. Council voted to move to a full time in-house City Attorney on 6/21, additional direction on next steps to be provided to staff in August.
81	PG&E power outage plan presentation to Council	Tran	1/19/2021	Completed	Presented to Council on 3/16/2021
82	Plan to put utility fines into a fund to help small businesses in the City	Montano	12/15/2020	Completed	Directed staff on 2/02/2021 to approve policy recommendations temporarily suspending penalties for delinquent fire permit fees, and delay or waive business lic. tax collections but no direction to create a separate fund. On 2/16/2021 Council approved waiving business license penalty between Jan 1 - May 31, 2021. Also, the utility late fee and water shut off have been suspended consistent with State Emergency Order (through Sept 31, 2021). Also, Council allocated ARPA funds to assist small businesses.
83	Policy for Proclamations and Commendations	Nuñez, Phan	8/20/2019	Withdrawn	Withdrawn 6/2/2020
84	Policy for Social Media	Nuñez, Phan	8/20/2019	Withdrawn	Withdrawn 6/2/2020; policy already approved by Council

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List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
85	Pollination protection	Dominguez	1/5/2021	Deferred	Deferred on 2/02/2021; did not receive a majority vote on 2/02/2021 council meeting
86	Postponement (not waiver) of penalties related to City business fees	Tran	1/5/2021	Completed	On 2/16/2021 Council approved waiving penalties until May 31. The suspension of penalties is now no longer in effect.
87	Prepare a report on ghost guns; engage in legislative advocacy regarding ghost guns; and incentivize ghost gun buybacks at the May buyback event.	Dominguez Tran	4/5/2022	Completed	An Information Memorandum was distributed on August 12, 2022.
88	Prepare Vision Zero Action Plan	Tran	6/7/2022	Deferred	February 2023 update: At the January 31, 2023 City Council budget hearing, the City Council supported staff's recommendation to drop this item from the priority list due to the expense of the study as well as the fact that many traffic safety initiatives and projects are already underway in the City of Milpitas.
89	Proclaim Saturday, March 19, 2022 as Chez the Ice Cream Man Appreciation Day	Tran	3/1/2022	Completed	Proclaimed at the 3/15/2022 Council Meeting
90	Proclamation and support for face coverings	Montano	4/7/2020	Completed	4/21/2020. CC directed City Manager to issue regs
91	Propose building height limits in area east of Milpitas Blvd.	Tran	12/15/2020	Completed	City Council adopted Zoning Ordinance amendment to limit bldg heights in commercial areas adjacent to low-density residential area, including east of Milpitas Blvd. on 10/04/2022.
92	Provide Commissioners appreciation gifts	Chua	10/19/2021	Completed	Staff placed the order of fleece jackets the week of March 14th. Depending on the stock, the appreciation gifts will be distributed during the first two weeks in April 2022.
93	Read "Code of Conduct" aloud prior to each City Council meeting	Montano	6/2/2020	Completed	Approved 8/18/2020. City Attorney began this practice 9/01/20

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List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
94	Reduce the City's Senior Center facilities deposit for the Auditorium/Community Room	Montano	5/4/2021	Completed	Council approved the reduction of the facilities deposit as part of the adoption of the FY 2022-23 Master Fee Schedule Resolution. Will be brought forward on 4/19 as part of Master Fee Schedule discussion.
95	Reduce the park rental fees for the Samuel Ayer High School reunion	Montano	2/1/2022	Completed	Approved at 3/15/2022 Council meeting. Info Memo on City Council Policy on Fee Waivers & Reductions was sent out on 3/8/2022
96	Rename Augustine Park to include "Sunnyhills"	Tran, Montano	9/17/2019	Completed	Approved on 2/4/2020
97	Rename portion of Dixon Landing Rd., as Barack Obama Boulevard	Núñez, Phan	8/20/2019	Deferred	Deferred indefinitely
98	Report from staff on 2nd federal stimulus package - action plan on funds	Chua	12/15/2020	Completed	Info Memo sent to Council on 12/23/2020
99	Report on parking in The Pines	Núñez	1/7/2020	Completed	2/18/2020
100	Report on speed cameras like Fremont (radar displays) - no enforcement	Phan	1/7/2020	Completed	1/28/2020, 3/24/2020, 4/14/2020
101	Request for Dumpster Days	Tran	1/7/2020	Completed	Program initiated in Spring 2021
102	Requested a meeting for the subcommittee for the Old Town Main Street be scheduled next month	Montano	1/18/2022	Completed	The Subcommittee meeting was held on April 12 at 4:30pm.
103	Requested an agenda item on November 2 Council meeting allowing the Council to rescind direction given to 1355 California Circle and include direction to allow the project application to move forward without being tied to a specific plan	Chua	10/19/2021	Completed	At the 1/18/2022 council meeting, Council voted 4-1 to rescind the direction and direct staff and the application to explore option one in the presentation to amend the General Plan and remove Council policy for the preparation of a Specific Plan

Attachment 3

List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
104	Requested discussion and for staff to look at creating a pilot project to accommodate pickleball at Peter Gill Park and would like a feasibility study with a goal of making these courts multi-purpose	Chua	11/16/2021 1/18/2022	Completed	City Council approved the pilot on 3/15/2022
105	Requested staff work with the Vice Mayor and Mayor to explore and discuss building height limits near the hillside by January 2022	Tran	9/21/2021	Completed	Second reading of draft Zoning Ordinance scheduled for 08/16/2022
106	Requested that staff study the placement of a City sign for the Milpitas Police Department and explore the cost of a new sign	Dominguez	1/18/2022	Completed	Lighted signage for the Police Department and Public Works and IT was installed and completed the week of January 24th 2023. Landscaping was completed in the Summer of 2022. This item is completed.
107	Requested that the City have mini-libraries in the low-income areas of the City.	Montano	4/20/2021	Completed	8/09/2021 Council voted 3-1-1 to move this item forward, staff to follow up with Vice Mayor Montano on specific vision. Staff met with the Vice Mayor. The City will continue to facilitate libraries as needed but will not take a lead role in funding or operating them.
108	Requested the City Attorney's office explore encampment ordinances from the City of Oakland, Los Angeles, or other regional cities and would like a discussion on the existing policies to be brought back before the July recess.	Tran	2/15/2022	Completed	4/19/2022 direct the City Attorney to make the recommended changes to the Municipal Code to remove and prohibit property in public; the City Attorney will bring forward an ordinance in September 2022.
109	Requested the City create a youth scholarship fund for under privileged kids to play sports	Montano	5/17/2022	Completed	As part of the adoption of the FY 2022-23 Budget, the City Council allocated \$20,000 for this program. Staff will bring forward a policy framework for this program for Council approval in September 2022.

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List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
110	Requested the City extend the outdoor dining options through March of next year	Phan	9/21/2021	Completed	Emergency Outdoor Dining program extended. Draft zoning ordinance with standards for permanent outdoor dining prepared and now under review. Planning expects bring forward draft ordinance for PC and Council consideration before the end of 2022.
111	Require implicit bias training for City Council, Commissioners & staff	Dominguez	6/16/2020	Completed	This item has been completed. The training was held on January 7, 2022 (for City Council) and various dates for staff. Training information was also sent to all Commissioners.
112	Resolution in support of elimination of discrimination v. women	Dominguez	1/7/2020	Completed	5/19/2020 Reso. Adopted 8/04/2020 Ord. adopted
113	Resolution on financial status of the City, steps to be taken	Nuñez	8/18/2020	Completed	Resolution adopted 9/01/2020
114	Responsible Construction Ordinance	Phan	2/4/2020	Completed	Ordinance adopted on 02/02/2021
115	Review City policy on speed bumps	Tran	12/15/2020	Completed	Presented to Transportation Subcommittee on 02/12/2021; voted on 3/16/2021 to revisit this item; on April 8, 2022 the Transportation Subcommittee provided input on a draft policy, which is scheduled to be reviewed by the Subcommittee at its September 2022 meeting.
116	Revise Community Garden Strategy	Dominguez	1/5/2021	Deferred	Deferred on 2/02/2021; did not receive a majority vote on 2/02/2021
117	Revisit CC Housing Subcommittee, consider dismantling ; bring items to Council	Dominguez	11/10/2020	Deferred	12/01/20: Did not vote to eliminate Subcommittee
118	Revisit contract provisions of executive staff (CM + CA) best working environment	Phan	11/10/2020	Completed	Discussed @ Closed Session 11/17/2020
119	Schedule and host a "Milpitas Business Expo" in late 2021	Chua	12/15/2020	Deferred	Did not receive a majority vote from 2/02/2021 council meeting

Attachment 3

List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
120	Science, Technology, and Innovation Commission agendaize and explore a comprehensive internet connectivity plan.	Tran	5/3/2022	Completed	Item was discussed at June STI Commission meeting
121	Staff provide and explain the Project Homekey Management Manual, see if the MOU is being followed including forming an oversight committee, and explore with County to have check-ins of the units. Dominguez indicated it could be included in Council Member Chua's recommendation. Mayor requested to include County in discussion.	Dominguez	6/7/2022	Completed	Item will be agendaized for August 16 City Council meeting
122	Staff to look into creating "Welcome to Milpitas" signs in key areas of in the City	Montano	4/6/2021	Completed	8/09/2021 Council voted 5-0 to move this item forward and Council provided direction that the signs should align with the efforts currently underway with the Metro Plan and Main Street Gateway Specific Plan process and work with private development. Staff was directed to work with Vice Mayor on additional clarification. In November, Vice Mayor Montano noted a preference for a location on South Main Street. This project will be added to unfunded project list of the 2023-2027 CIP to allow time for staff to research potential grant funding and outreach to local business and service clubs.
123	Staff to look into creating a rose garden with a children's memorial site	Montano	4/6/2021	Withdrawn	8/09/2021 Council voted 4-1 to discuss details with Vice Mayor Montano and refer this item as part of the development of the 2023-2027 CIP; The funding for this project will be included in the 2023-2027 Capital Improvement Program scheduled for adoption on May 3, 2022. Discussed at the May 3 meeting funding was reallocated to the Softball Field project

Attachment 3

List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
124	Staff to provide information to place a measure on the ballot to change the directly elected Mayor to a rotational at-large position	Tran	3/16/2021	Withdrawn	To be brought forward in Spring of 2022, once new City Attorney is in place; scheduled for 3/15/2022; rescheduled for 4/05/2022; discussed at the May 10 budget meeting and had a consensus that they did not want to move forward with a Mayoral ballot measure
125	Street/traffic calming update	Nuñez	1/7/2020	Completed	Completed 3/3/2020
126	Support community distribution of masks	Dominguez	4/7/2020	Completed	Councilmembers supported at the 4/21/2020 Special Council meeting
127	Support for Laura's Law	Phan	2/4/2020	Completed	Supported @ 5/19/2020 council meeting
128	Update "My Milpitas" App for COVID-19 information	Phan	1/5/2021	Completed	Updated App to provide links
129	Update on planning grant for ADU marketing.	Chua	1/5/2021	Completed	Presented to Council on 4/06/2021
130	Update on trash problems in homeless camps	Chua	1/19/2021	Completed	Info Memo sent 1/24/2021
131	Vaccine distribution plan - add testing locations and expedite mass vaccine distribution	Phan	1/19/2021	Completed	COVID-19 mobile testing transition to vaccine distribution info memo was sent on 1/22/2021; SCC and MFD launched mobile vaccination on 4/5/2021, in-home vaccination program started on 4/15/2021
132	Vote on County 2020-2025 Plan to end Homelessness	Dominguez	11/17/2020	Completed	12/1/20 adopted Resolution in support
133	Work with the school district to have a contest to create art murals for the pillars on Main Street	Montano	9/7/2021	Completed	Approved to move forward at the 1/11/2022 Council meeting; funding allocated to Great Mall Pkwy. VTA pillar murals

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List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
134	Consider change in term limits for Mayor + Councilmembers	Montano	6/16/2020	Withdrawn	8/4/2020: Voted 3 -2 to pursue; 2/02/2021 to agendize for a future meeting; 3/16/2021 voted 3-1-1 to move forward. Scheduled for 3/15/2022; rescheduled for 4/05/2022; 4/05/2022 Council gave direction to move forward with Councilmember term limits and discuss the Mayoral seat at a later date; Discussed at the 5/10/2022 budget meeting and had a consensus not want to move forward with a ballot measure for the Mayor term limit; Councilmember term limits scheduled for June 7; on June 21, 2022, the Council approved Resolution No. 9178 submitting to the qualified voters of the City of Milpitas a measure amending the Mayoral and Councilmanic Term Limits at the November 8, 2022 General Elections. The election results for Measure F showed a majority of the voters (12,786 YES; 3,465 NO) voted in favor of the measure.
135	Explore a lease for the vacant land adjacent to the Library for City use	Tran	1/18/2022	Withdrawn	February 2023 update: At the January 31, 2023 City Council Budget Study Session staff was directed to drop this item from the priority list.
136	Local Boy Scouts Fee Waiver for Eagle Scout Ceremony	Tran	6/7/2022	Completed	Fee waiver was approved on September 20, 2022
137	Partner with the Rotary Club of Silicon Andhra to promote the stem cell donor outreach with a webinar and campaign to help increase the number of donors	Chua	8/17/2021	Completed	Staff will include the stem cell donor information in regularly scheduled wellness event. Staff made contact with the group and were told that Seniors were not good Stem Cell donors but would bring information to share at the Fall Health Fair. The contact did not bring the information.
138	Prepare a report on ghost guns; engage in legislative advocacy regarding ghost guns; and incentivize ghost gun buybacks at the May buyback event.	Dominguez Tran	4/5/2022	Completed	An Information Memorandum was distributed on August 12, 2022.

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List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
139	Prepare Vision Zero Action Plan	Tran	6/7/2022	Withdrawn	At the January 31, 2023 City Council budget hearing, the City Council supported staff's recommendation to drop this item from the priority list due to the expense of the study as well as the fact that many traffic safety initiatives and projects are already underway in the City of Milpitas.
140	Requested that the City have mini-libraries in the low-income areas of the City.	Montano	4/20/2021	Completed	8/09/2021 Council voted 3-1-1 to move this item forward, staff to follow up with Vice Mayor Montano on specific vision. Staff met with the Vice Mayor. The City will continue to facilitate libraries as needed but will not take a lead role in funding or operating them. Guidelines and information regarding little free libraries have been posted on the City's website.
141	Requested the City Attorney's office explore encampment ordinances from the City of Oakland, Los Angeles, or other regional cities and would like a discussion on the existing policies to be brought back before the July recess.	Tran	2/15/2022	Completed	4/19/2022 direct the City Attorney to make the recommended changes to the Municipal Code to remove and prohibit property in public. The ordinance was adopted by the City Council on September 20, 2022. The ordinance went into effect on October 20, 2022.
142	Requested the City create a youth scholarship fund for under privileged kids to play sports	Montano	5/17/2022	Completed	As part of the adoption of the FY 2022-23 Budget, the City Council allocated \$20,000 for this program. Staff will bring forward a policy framework for this program for Council approval in September 2022. This item was approved by the City Council on October 18, 2022.
143	Requested the City extend the outdoor dining options through March of next year	Phan	9/21/2021	Completed	Zoning Ordinance with new standards and regulations for Outdoor Dining adopted by Council on 12/06/2022.
144	Requested that staff study the placement of a City sign for the Milpitas Police Department and explore the cost of a new sign	Dominguez	1/18/2022	Completed	Lighted signage for the Police Department and Public Works and IT was installed and completed the week of January 24th 2023. Landscaping was completed in the Summer of 2022. This item is completed

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List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
145	Review City policy on speed bumps	Tran	12/15/2020	Completed	Presented to Transportation Subcommittee on 02/12/2021; voted on 3/16/2021 to revisit this item; on April 8, 2022 the Transportation Subcommittee provided input on a draft policy. on October 12, Subcommittee recommended bringing a policy amendment for full council consideration. On Nov 1, 2022, city council approved revised speed hump policy.
146	Staff provide and explain the Project Homekey Management Manual, see if the MOU is being followed including forming an oversight committee, and explore with County to have check-ins of the units. Dominguez indicated it could be included in Council Member Chua's recommendation. Mayor requested to include County in discussion.	Dominguez	6/7/2022	Completed	The item was presented to the City Council in August 2022.
147	Look into the impact of and how the City can compensate for the massive number of layoffs in the Bay Area. Staff consider how the City can help residents affected by layoffs, reach out to those affected and show them city programs.	Vice Mayor Evelyn Chua	12/6/2022	Completed	Staff, in partnership with NOVAworks, provided information about past and upcoming layoffs, wage and labor data as well as job and career resources available to Milpitas residents and businesses at the Economic Development and Trade Commission meeting on January 9, 2023. City staff partnered with NOVAworks by promoting the layoff assistance webinars to assist with career transition and unemployment services and resources on January 24, February 7, February 21, May 23, and June 6. Staff will also promote the upcoming June 20 layoff assistance webinar.
148	Requested an appropriation in an amount not to exceed \$250,000 to procure a contract to address the streetlights that are pending fieldwork.	Tran	2/1/2022	Completed	At this time, staff has sufficient Council approved resources to address the remaining streetlight outages; however, will bring relevant actions for Council consideration, if needed.

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List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
149	Gill Park and other park lighting	Chua	2/28/2023	Completed	On April 13, 2023, the City Manager's Office distributed an info memo with details on ARPA funding for park improvements as well as a list of parks with night use lighting in Milpitas.
150	Prepare a brief summary of previous Council action related to Sunnyhills from the first renewal to present day	Barbadillo	12/20/2022	Completed	JMK Investments received preliminary approval February 9, 2023 and final confirmation of approval on March 7, 2023 from HUD on the renewal contract.
151	Provide information on the grant to the Chamber of Commerce and Staff to meet with Chamber to discuss ARPA funding	Barbadillo	2/7/2023	Completed	On February 2, 2023, staff emailed Councilmember Barbadillo a Chamber of Commerce update and the City Council Info Memo issued on October 19, 2022 regarding the proposed ARPA funding of \$200,000. Additionally, the City Council reallocated this funding to other programs.
152	City Manager to draft congratulatory letter to new County sheriff and express support for certain platforms	Chua	2/7/2023	Completed	Completed and sent on February 22, 2023.
153	Establish a fund for real estate acquisitions	Montano	6/7/2022	Completed	The creation of a fund for land acquisitions was approved and added to the City's Fiscal Policies as part of the Fiscal Year 2023-2024 Budget adoption on June 6, 2023.
154	Crossing Guard Program	??	1/31/2023	Completed	Transitioning to a contract service effective 7/1/2023, pending approval of the contract at the 6/20/2023 City Council meeting.
155	City Manager to look into underutilized areas of parks or a portion of parks not being used and develop for use in the future.	Chua	8/16/2022	Withdrawn	At the February 7, 2023 City Council meeting this request was withdrawn as this review is available in the Parks Master Plan document.
156	Schedule an additional ADU workshop	Chua	9/6/2022	Completed	On May 13, 2023 an ADU workshop was held at the Milpitas Community Center by the nonprofit organization FAREPA Silicon Valley.

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List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
157	Staff explore eliminating or waiving the fee for the gym at the Milpitas Senior Center	Chua	10/18/2022	Completed	On April 18, 2023 the separate fee for the gym at the Milpitas Senior Center was removed as part of the City Council's adoption of the Fiscal Year 2023-2024 Fees & Charges.
158	Look into bringing back a roller rink	Montano	8/5/2021	Completed	This will be part of the "retro milpitas" event in August 2023.
159	Look into opening up the Senior Center on Saturdays for half a day	Chua	8/5/2021	Completed	This was included as a proposal in the Adopted Fiscal Year 2023-2024 Budget approved by the Mayor and City Council on June 6, 2023.
160	City Attorney or City Manager to draft a written policy regarding foreign language spoken at the dais	Chua	9/20/2022	Completed	On February 21, 2023, the City Council approved amendments to the City Council Procedures and Protocols Handbook to set forth the Council policy on language used at City Council meetings.
161	Establish State historical designation for the Sunnyhills community	Tran	6/7/2022	Completed	November 2023 update: Request is being included with the Historic Resources Master Plan project approved as part of the 2023-2027 Capital Improvement Program so this item is being deemed as closed.
162	Staff to provide information on a landmark policy for the City of Milpitas	Tran	3/16/2021	Completed	November 2023 update: Request is being included with the Historic Resources Master Plan project approved as part of the 2023-2027 Capital Improvement Program so this item is being deemed as closed.
163	Explore the policy for locking mechanisms on shopping carts for large commercial businesses	Tran	4/19/2022	Completed	November 2023 update: Given the challenges and potential expenses of requiring existing owners to install locking mechanisms, staff is recommending closing this item and focusing efforts on (1) the City of Milpitas Cart Retrieval Program and (2) requiring new developments to install locking mechanisms.
164	Requested an appropriation in an amount not to exceed \$250,000 to procure a contract to address the streetlights that are pending fieldwork	Tran	2/1/2022	Completed	November 2023 update: This item is being recommended to be closed as, at this time, staff has sufficient Council approved resources to address the remaining streetlight outages; however, will bring relevant actions for Council consideration, if needed.

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List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
165	Review of commissioner's ability to release funds (New Item)	Chua	9/5/2023	Completed	On September 19, 2023, Agenda Item C17, the Mayor and City Council approved a change to the Workplan for the Arts Commission. With this change, the authority to approve Milpitas Arts and Culture In-Kind Grants is no longer delegated to the Arts Commission. The City Council will now be the final approval for this grant program.
166	Request for Crossing Guards at McCandless and Montague Expressway and review wages for Crossing Guards	Montano	4/5/2022	Completed	November 2023 update: This item is completed. In August 2023, the City of Milpitas transitioned management of the crossing guard program to ACMS. The intersection of McCandless and Montague Expressway was included in the list of sites to be staffed as recommended by Council and the November 2022 Traffic Survey.
167	Info memo on lessons learned from Maui Fire	Chua	8/15/2023	Completed	On September 5, 2023, the Fire Department issued an informational memorandum on this topic.
168	Add larger electronic outdoor sign at Milpitas Library	Montano	2/7/2023	Not prioritized	postponed indefinitely at 6/20/2023 city council meeting as it was not prioritized
169	Amendment to the existing ordinance for third-party food delivery vendor services to prohibit regulatory response fees	Phan	2/16/2021	Deferred	November 2023 update: The City Attorney's Office has provided the City Council with a confidential memorandum regarding potential legal issue and implementation of food delivery cap. At the June 2023 City Council prioritization hearing, staff requested that further direction be provided to hire a consultant if this item is to continue to be evaluated. There was no specific direction provided to continue this work at the June 2023 City Council hearing.

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List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
170	Request for the City to make the temporary third-party food delivery fee caps permanent and add additional provisions for enforcement	Phan	11/16/2021	Deferred	November 2023 update: The City Attorney's Office has provided the City Council with a confidential memorandum regarding potential legal issue and implementation of food delivery cap. At the June 2023 City Council prioritization hearing, staff requested that further direction be provided to hire a consultant if this item is to continue to be evaluated. There was no specific direction provided to continue this work at the June 2023 City Council hearing.
171	Identify a month and day to celebrate an International Cultural Festival on Main Street.	Lien	2/7/2023	Deferred	postponed indefinitely at 6/20/2023 city council meeting as it was not prioritized
172	Navigation Center	Montano	2/28/2023	Deferred	postponed indefinitely at 6/20/2023 city council meeting as it was not prioritized
173	Appraise City owned parcels 2 & 3 on Main Street	Montano	4/18/2023	Deferred	postponed indefinitely at 6/20/2023 city council meeting as it was not prioritized
174	Potential Safe Parking Site	Montano	6/20/2023	Deferred	Shifted to Group 4 (withdrawn) as this item was not prioritized at the 11/14/2023 City Council meeting.
175	City Hall Entrance Public Art	Montano	9/5/2023	Deferred	Shifted to Group 4 (withdrawn) as this item was not prioritized at the 11/14/2023 City Council meeting.
176	Parade on Main Street	Montano	11/7/2023	Deferred	Shifted to Group 4 (withdrawn) as this item was not prioritized at the 11/14/2023 City Council meeting.
177	Affordable Housing Ordinance Change	Montano	9/5/2023	Deferred	Shifted to Group 4 (withdrawn) as this item was not prioritized at the 11/14/2023 City Council meeting.
178	Evaluation of Milpitas Sports Center for additional indoor pickleball location	Chua	8/2/2023	Complete	February 2024 Update: Staff has reviewed the identified location and determined that this specific room is not suitable for pickleball. Staff will close out this particular request, however staff will still track the priority for increased pickleball facilities in Milpitas in the "pickleball pilot program" line item on this spreadsheet.

Attachment 3

List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
179	Evaluation of Facilities that are not named and CIP Program Update	Phan	9/19/2023	Complete	February 2024 Update: Staff received clarification from Councilmember Phan at the January 23, 2024 City Council meeting to focus this request on the library and this item is being tracked on a separate line item. Additionally, a status of key CIP projects are included in the City Manager's bi-weekly report. This item will be closed out.
180	Retail Theft: Provide review of what is being worked on locally versus State	Barbadillo	10/3/2023	Complete	February 2024 update: After consultation with the Police Department, CAO has determined that there is not a viable legislative solution for retail theft at the municipal level. PD, CAO, and CMO are working on a means of education for retailers regarding retail theft. This effort is being tracked as part of the "Workshop for Retailers" item that is being tracked separately on this priority list so this specific line item will be closed out
181	Provide Information on City's Gray Water Rebate Program and Options	Montano	10/17/2023	Complete	February 2024 Update: On November 7, 2023 a city council agenda report was approved with information and a contract amendment for the City's relationship with Valley Water regarding our water conservation partnership, including the gray water program. The City continues to partner with Valley Water on the grey water program rebate. Given this continued relationship, this item will be closed out. Further information can be found here: www.valleywater.org/saving-water/rebates-surveys/graywater-rebate
182	Police Substation Feasibility Analysis in Metro Area	Montano	2/28/2023	Complete	February 2024 update: An informational memorandum has been distributed for this project in February 2024. This project will continue to be tracked as part of future public infrastructure needs in the Metro Area. Since this task (info memo) has been completed, this item will be closed out from this tracking list

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List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
183	Create a plan for future solar paneling at City facilities	Montano	3/1/2022	Complete	February 2024 Update: As funding was not received in calendar year 2023 for a Federal earmark staff and staff is not working on any specific new projects, staff is recommending that this line item be closed out at this time. Staff will continue to pursue options to increase solar on facilities as noted in the November 2023 update.
184	Explore an ordinance or policy to reduce thefts and increase security in the commercial retail parking areas	Chua	4/5/2022	Complete	February 2024 Update: Preliminary Crime Statistics indicate a 24.4% reduction in property crime. The data suggests existing police department strategies are effective. Staff is recommending that this item be closed out and that the efforts to work with our community on reducing theft in commercial and retail parking areas be tracked as part of the retail workshops that have been added to this priority list for tracking
185	Staff to create a plan on how to increase the number of local businesses doing business with the City	Chua	4/6/2021	Complete	February 2024 update: See update to prior item titled "City Manager to look into implementing a workshop for small businesses on the bidding process for projects in the city." This item will be move to the "closed" list and tracked/combined with this item
186	Revisit solicitation ordinance	Barbadillo	4/16/2024	Deferred	Shifted to Group 4 (withdrawn) as this item was not prioritized at the 6/11/2024 City Council meeting.
187	Strengthening of No Smoking ordinance	Chua	5/7/2024	Deferred	Shifted to Group 4 (withdrawn) as this item was not prioritized at the 6/11/2024 City Council meeting.
188	Tobacco Ordinance Review	Chua	5/7/2024	Deferred	Shifted to Group 4 (withdrawn) as this item was not prioritized at the 6/11/2024 City Council meeting.
189	Animal Cruelty Ordinance	Chua	5/21/2024	Deferred	Shifted to Group 4 (withdrawn) as this item was not prioritized at the 6/11/2024 City Council meeting.
190	Arts month: wants to recommend that we have an arts month exhibit for commissioners to showcase art	Chua	3/5/2024	Deferred	Shifted to Group 4 (withdrawn) as this item was not prioritized at the 6/11/2024 City Council meeting.
191	Veteran Banner program	Chua	3/19/2024	Deferred	Shifted to Group 4 (withdrawn) as this item was not prioritized at the 6/11/2024 City Council meeting.

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List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
192	Citywide Banner Program	Chua	5/7/2024	Deferred	Shifted to Group 4 (withdrawn) as this item was not prioritized at the 6/11/2024 City Council meeting.
193	Review of a potential catalytic converter ordinance	Chua	2/20/2024	Deferred	Shifted to Group 4 (withdrawn) as this item was not prioritized at the 6/11/2024 City Council meeting.
194	Accessory Dwelling Unit Ordinance to Allow Condominium Conversions	Chua	3/5/2024	Deferred	Shifted to Group 4 (withdrawn) as this item was not prioritized at the 6/11/2024 City Council meeting.
195	Update the Commissioner Handbook to include an option for outgoing commissioners to make presentations to other commissions	Chua	1/23/2024	Completed	Revised Handbook adopted by City Council on March 19, 2024
196	Workshop for retailers focusing on best practices and safety with plans for quarterly sessions (completed)	Chua	1/23/2024	Completed	This item is completed. On March 22nd, the police department held a community forum at the Seasons Market Place (Seafood City) in cooperation with the Santa Clara County District Attorney's Office to discuss crime trends and organized retail theft. This event cost approximately \$800 to host and consumed significant police department resources and staff time to complete. Future event of this magnitude would require funding. Due to staffing constraints, it is recommended that future forums be reduced in size and provided at the request of the business community. When staffing within the police department improves, the police department will evaluate hosting additional events on a more regular basis.

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List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
197	Explore Ordinance for Residential Home Solicitors (completed)	Barbadillo	10/3/2023	Completed	This item was brought forward to the City Council for consideration on April 2, 2024. The City Council determined to not proceed with the ordinance, which completed this item. This item was referred again by councilmember Barbadillo on April 16, 2024. This line item will be shown as completed, however the new referral that was made on April 16, 2024 will be tracked as a separate line item for potential prioritization.
198	Satellite Consulate Office (completed)	Montano	2/28/2023	Completed	Economic Development and Recreation and Community Services staff coordinated a service on April 13, 2024 for a Consular Outreach Mission at the Community Center Auditorium.
199	Discuss converting vacant lot that was a basketball court into a community garden at Vasona and Adobe (completed).	Montano	8/16/2022	Completed	As funding for this analysis was not provided in the Fiscal Year 2024-2025 CIP process, staff has deemed this item completed for the time being. It is possible that staff can review this location again in the future for potential improvements.
200	Recognize March as national endometriosis month	Phan	3/5/2024	Completed	March was recognized as National Endometriosis month at the March 19, 2024 City Council meeting.
201	Letter to County regarding horseriding	Chua	5/21/2024	Completed	The letter sent to County on 6/7/2024.
202	Adopt a resolution supporting the Build the Future Santa Clara County (childcare) Campaign	Phan	8/5/2024	Completed	A resolution was approved by the Mayor and City Council on August 20, 2024.
203	Solicitation Ordinance - bring back prior version to council	Barbadillo	8/21/2024	Completed	On September 3, 2024 the Mayor and City Council adopted an ordinance prepared by the City Attorney's Office.

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List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
204	Community Advisory Commission: Change focus to housing	Chua	4/2/2024	Completed	On August 13, 2024 the Mayor and City Council approved changing the name of the Community Advisory Commission to the Community Housing Commission.
205	Explore possibility of naming the County library on Main Street	Phan	1/23/2024	Completed	On September 3, 2024, the Mayor and City Council adopted the name "Milpitas Jose Esteves Library". However, the funding and installation of the sign on the exterior of the building will be tracked as a separate item moving forward.
206	Staff to complete analysis if, working with the County, it would be beneficial to have a location where residents can pickup Narcan (completed)	Chua	9/5/2023	Completed	Based on current opioid OD statistical trends for Milpitas, staff is confident that there are adequate opportunities for members of the community to access Naloxone. These access points include a mail-in program for residents of Santa Clara County, sponsored by the Santa Clara County Opioid Prevention Project (SCCOOPP). Additionally, the County Public Health website lists several locations throughout the County that readily provide Naloxone to anybody, no questions asked. Lastly, the Milpitas Fire and Police Departments have taken a proactive approach to preventing Opioid ODs through the active deployment of Naloxone on all fire and police vehicles throughout the City. Without doubt, these actions have saved lives throughout the community.
207	City Employment Job Fair at City Hall (completed)	Chua	5/2/2023	Complete	Human Resources conducted a recruitment tabling event at a Community Concert in Starlite park In June 2024. City Staff talked with attendees about job opportunities, signed people up for job alerts, and provided department information and give aways. The department will do more of these recruitment activities in the community (partnering with City departments) in the next year. An opportunity with the Library is already being planned.

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Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
208	Create a compassion fund for Milpitas residents	Montano	9/3/2024	Withdrawn	After further discussions with Mayor Montano prior to the 9/17/2024 City Council meeting, this item was dropped from consideration as the underlying reason it was being raised had been resolved.
209	Revise the rental assistance yearly cap from \$5,000 to approximately \$3,500 to \$3,800 per family	Montano	9/3/2024	Deferred	This item was not prioritized at the September 17, 2024 meeting so it has been moved to the "completed" list".
210	Impact fees for car transports	Carmen Montano	11/19/2025	Deferred	was not prioritized, move to attachment 3
211	Review of traffic conditions at Edsel and Roswell	Carmen Montano	10/1/2024	Deferred	was not prioritized, move to attachment 3
212	Pickleball Feasibility Study at Dixon Landing Park	Carmen Montano	10/15/2024	Deferred	was not prioritized, move to attachment 3
213	Communicate Need for Weeds to be Cleared on Montague Expressway to County (prior name as: Send letter to County Supervisor Otto Lee re: weeds on Montague)	Carmen Montano	8/13/2024	Complete	This is completed but will continue to be monitored. County staff was contacted and following this they cleared the weeds on Montague Expressway median islands within their jurisdiction.
214	Recognize local 2024 Olympians with ties to Milpitas	Carmen Montano	8/5/2024	Complete	This is completed. Recognition was provided at the October 15, 2024 City Council meeting.
215	Request that the Arts Commission explore alternatives for future of statue in front of City Hall	Anthony Phan	1/30/2024	Deferred	Per City Council policy, this item is being removed from consideration, unless it is sponsored by an existing Councilmember.
216	Charter City Evaluation	Anthony Phan	9/5/2023	Deferred	Per City Council policy, this item is being removed from consideration, unless it is sponsored by an existing Councilmember.

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Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
217	Look into defining either a standalone teen center or updating information to indicate the Senior Center also functions as a Teen Center	Evelyn Chua	9/20/2022	Complete	Starting in June 2024, staff launched the Teen Center Everywhere campaign, reviving sports drop-in programs and hosting a series of teen meetups across Milpitas. Programs ran at full capacity, including trips, classes, and sports sessions. The summer MYF program had one of its strongest sessions. For the new school year, center events and workshops expanded to include high school club collaborations, a Halloween event, and college financial aid workshops
218	Have a picture of Albert Vogel Sr. put up in the Senior Center & Include Maria Lemery on the Mural in front of the Senior Center	Carmen Montano	10/19/2021 & 8/17/2021	Complete	Portraits of Albert Vogel Sr. and Maria Lemery were installed in late December 2024. Staff is discussing a small reception for the pieces.
219	Memorial Plaque in honor of youth skateboarder that passed away	Carmen Montano	6/7/2022	Complete	The memorial plaque was installed and a unveiling ceremony was held on November 2, 2024.
220	Impact Fees for car transports	Carmen Montano	11/19/2024	Deferred	Not prioritized.
221	Review of traffic conditions at Edsel and Roswell	Carmen Montano	10/1/2024	Deferred	Not prioritized.
222	Pickleball Feasibility Study at Dixon Landing Park	Carmen Montano	10/15/2024	Deferred	Not prioritized.
223	Review bingo ordinance with Council	Gary Barbadillo	4/1/2025	Deferred	Not prioritized.
224	Recreation & Community Services Department to review of potentially returning additional programs for Bingo and Senior Trips	Evelyn Chua	11/7/2023	Completed	Trips returned to the Milpitas Senior Program lineup in December 2024. Staff will continue to incorporate trips as part of their regular work plan. Council approved the request for a bingo license for the Barbara Lee Senior Center on April 1, 2025.
225	Human Resources Department presentation to Council on recruitment and staffing	Hon Lien	10/1/2024	Completed	Staff brought forward an item to Council on February 18, 2025 to provide an update on and discussion about recruitment and hiring.

Attachment 3

List of Historical Completed, Postponed or Withdrawn Workplan Items

Group 4 – Historical workplan items that have been completed, deferred, or withdrawn					
226	Hiring activities - priorities to freeze or prioritize vacant positions hiring as it relates to the next FY operating budget	Gary Barbadillo	3/4/2025	Completed	Effective April 1, 2025, temporary hiring freeze through June 30, 2025, with exemptions on a case-by-case basis, as directed by the City Manager
227	Explore potential purchase of additional property on Main Street	Carmen Montano	8/13/2024	Completed	The City submitted an offer for the 174-176 South Main Street property (0.23 acres), but the site was sold to an owner-user; closing date was 3/10/25.
228	Main Street Flooding at Library	Evelyn Chua	2/28/2023	Transportation & Transit	The City's consultant completed assessment of the flooding in Fall 2025 and provided a feasibility study of potential improvements to address the flooding issue that ranges between \$2.6M to \$2.8M. Unfortunately, the City doesn't have efficient funding to implement these improvements at the time, but staff will continue to explore opportunities for funding and partnership. Staff will continue to perform preventative maintenance prior to anticipated storm events to minimize the impact to the area which has been successful.
229	Careers with the City of Milpitas Open House (aka Job Fair)	Evelyn Chua	11/19/2024	Economic Development	This scope was changed to small business workshop and subsequently withdrawn on Nov. 4, 2025.
230	Feasibility Study for Night Market/Food Trucks on Main Street	Carmen Montano	5/7/2024	Economic Development	This priority was incorporated into the Main Street Revitalization priority.
231	Evaluate reopening the childcare center with a non-profit organization running the center	Carmen Montano	2/1/2022	Recreation & Community Services	Costs for conversion of Milpitas Community Center and Sal Cracolice Recreational Facility to support licensed childcare were presented during the FY 25-26 budget process but not funded. Funding is not available for these conversions from a capital or operational standpoint.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider Introduction of an Ordinance to Amend Council Vacancy Ordinance and Reduce Special Election Costs (Staff Contact: Matt Cano, Assistant City Manager, Department, 408-586-3012)
Category:	Leadership and Support Services
Meeting Date:	4/7/2025
Recommendation:	Consider introduction of ordinance of the City Council of the City of Milpitas amending Milpitas Municipal Code Title I, Chapter 3, relating to vacancies on the City Council.

BACKGROUND:

in 1976, following the submission of an advisory measure to the voters to canvass their input (Measure L), the Milpitas City Council enacted City Council Ordinance 194 (Milpitas Municipal Code (MCC) Section [I-3-2.00](#)), which, pursuant to former California Government Code section 36512.2, states that the City Council will fill a vacancy in its membership by immediately calling a special election and that anyone appointed to fill that vacancy will only hold office until that election. This ordinance was established during a period when the timing and structure of county and state elections allowed for greater flexibility and cost-sharing in the administration of special elections. Over the past five decades, changes in state and county election calendars, as well as increases in the cost of administering elections, have prompted a re-examination of the City's approach to filling Council vacancies.

Specifically, in the intervening fifty years since Measure L was submitted to the voters, the cost of special elections has risen astronomically; the City has been recently informed by the County of Santa Clara's Registrar of Voters that calling a stand-alone special election may cost over three million dollars or roughly 2% of the City's average annual general fund.

No amendments to MMC I-3-2.00 have been made since its original adoption. However, the legal framework at the State level has evolved, including the repeal and replacement of Government Code Section 36512.2 in 1992, which was the previous legal basis for the City's ordinance. Current state law provides municipalities with several options for filling vacancies on the City Council, including appointment, special election, or a combination of both, subject to certain procedural requirements and timelines.

ANALYSIS:

The City Council's consideration of amendments to Title I, Chapter 3 of the Milpitas Municipal Code (MMC) is driven by the need to align local procedures for filling Council vacancies with current legal requirements, fiscal realities, and community expectations.

[California Government Code Section 36512](#) establishes the legal parameters for filling vacancies on city councils in general law cities. This statute provides municipalities with discretion to select among several methods for filling vacancies, including appointment, special election, or a combination thereof, subject to specific procedural timelines and requirements. Any amendment to the City's ordinance must comply with these state law provisions to ensure legal validity and administrative feasibility.

The City's current ordinance, adopted in 1976, reflects a historical context that has since changed significantly. The evolution of county and state election calendars, as well as the substantial increase in the cost of administering special elections, has created a fiscal and operational environment that differs markedly from that of five decades ago. As a result, the continued requirement to fill all Council vacancies by special election may no longer represent the most efficient or sustainable approach for the City. As mentioned in the background section of this memorandum, the City has been informed by the County of Santa Clara's Registrar

of Voters that calling a stand-alone special election may cost over three million dollars or roughly 2% of the City's average annual general fund.

The California Government Code provides for the following options to fill vacancies on the City Council:

- 1) **Hybrid Option:** If a vacancy occurs in an elective office, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy
- 2) **Special Election Option:** Requires that a special election be called immediately to fill every city council vacancy and the office of mayor
- 3) **Special Election Petition Option:** Requires that a special election be held to fill a city council vacancy when petitions bearing a specified number of verified signatures are filed.
- 4) **Appointment Only Option:** Requires that the Council appoint someone to fill a vacancy, unless that appointment would mean that a majority of councilmembers are serving by appointment and not election.
- 5) **Special Election and Temporary Appointment Option:** Requires that the City immediately call a special election to fill a vacancy but allows a temporary appointee to hold the Council seat until the outcome of that election.

In evaluating potential amendments, staff reviewed the statutory options available under Government Code Section 36512 and assessed their respective implications for governance, fiscal stewardship, and public trust. The review included a review of comparable jurisdictions, as well as consideration of the administrative processes required to implement each option. Staff also examined the potential impacts on Council operations, including the ability to maintain a quorum and ensure continuity of representation for the community. Based on the above, staff has provided a draft ordinance for the "hybrid" option above for City Council's consideration. This hybrid option allows the seated City Council at the time of the vacancy to weigh the pros and cons of an appointment versus a special election based on the best interests of the City at the time of the vacancy.

To inform this recommendation, staff reviewed the vacancy procedures used by other cities in Santa Clara County. The charter cities in the county – including San José (Charter §410), Santa Clara (Charter §703), Sunnyvale (Charter §706, as amended by Measure L in 2018), Mountain View (Charter §504), Palo Alto (Charter §602), and Gilroy (Charter §406) – each provide for appointment as the primary method of filling Council vacancies, with a special election serving as a fallback if the Council fails to act within a specified period or if the appointment would result in too many members serving by appointment rather than election.

Among the general law cities, Cupertino has enacted a local vacancy ordinance (Municipal Code §2.04.040) giving the Council 30 days to either appoint or call a special election, and Campbell's Municipal Code (§2.04.150) expressly references Government Code Section 36512 as providing the available options. Los Altos, Los Gatos, Saratoga, and Monte Sereno do not appear to have enacted specific vacancy ordinances, which means they operate under the state default rules, which allow the Council to appoint or call a special election within 60 days. Morgan Hill enacted a vacancy ordinance in 1997 under Government Code Section 36512(c)(3) requiring a temporary appointment followed by an immediate special election; however, that ordinance included a sunset clause and is no longer in effect.

Milpitas is the only city identified in this review that currently mandates a special election for every Council vacancy. The proposed ordinance would bring Milpitas into alignment with the approach used by neighboring jurisdictions by restoring the Council's discretion to weigh the circumstances – including the fiscal impact, the remaining length of the term, and the proximity of the next general election – before selecting the method best suited to the situation at hand.

POLICY ALTERNATIVE(S):

Alternative 1: Maintain the Existing Special Election Requirement Without Modification

Pros:

- Preserves the original intent of the ordinance as established by prior Council action and community input.
- Ensures that all Council vacancies are filled through a direct electoral process, which may be perceived as the most democratic method.

Cons:

- Does not address the increased financial burden associated with standalone special elections in odd-numbered years.
- Fails to incorporate updates to state law and election procedures, potentially resulting in administrative inefficiencies.

Reason for Not Recommending:

This alternative does not respond to current fiscal realities or legal developments, and may expose the City to unnecessary costs and procedural complications.

Alternative 2: Adopt an Appointment-Only Process for Filling Vacancies**Pros:**

- Eliminates the need for costly special elections, resulting in significant savings to the City's general fund.
- Allows for rapid restoration of a full Council, minimizing the risk of prolonged vacancies and quorum issues.

Cons:

- May be perceived as reducing direct public input in the selection of Councilmembers.
Could lead to concerns about transparency or fairness in the appointment process.

Reason for Not Recommending:

- While fiscally advantageous, this approach may not align with community expectations for democratic representation and could diminish public trust in the Council's decision-making process.

Alternative 3: Adopt an Election-Only Process for Filling Vacancies**Pros:**

- Ensures that the residents of Milpitas are able to choose their specific representatives.

Cons:

- Could lead to significant expenses to the City's General Fund which may not be financially prudent depending on the fiscal situation at the time of the council vacancy. Would result in the City incurring the full cost of a special election even if the remaining term of office or time until a general election is very short.

Reason for Not Recommending:

- This approach does not account for the potential for election costs to continue to escalate and the fact that the City may not be able to afford the special election depending on the City's fiscal situation at the time of the vacancy.

Alternative 4: Adopt a Special Election Petition Option**Pros:**

- Allows residents through petition signatures to express their view that a vacancy should be filled by special election rather than appointment.

Cons:

- Because of the short period for collecting signatures, can result in a process that is not generally reflective of voter views. Can also result in the City incurring the costs of a special election even when the duration of the appointment would be very short or the financial posture of the City would not support the outlay of calling a special election.

Reason for Not Recommending:

- This approach does not allow the Council to perform its function of prudently overseeing the City's financial outlays and making policy decisions for the good of the community.

FISCAL IMPACT:

There is no specific fiscal impact to this proposal although the potential future financial impact of each alternative is outlined in the analysis and policy alternatives sections.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action is an organizational or administrative activity of the City government that will not result in direct or indirect physical changes in the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, §15378. The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, §21065 and Cal. Code Regs., tit. 14, §15378. Even if a project, the action is exempt from further CEQA review pursuant to Cal. Code Regs., tit. 14, §15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

ATTACHMENTS:

(a) Draft Ordinance

REGULAR

NUMBER: 194.2

**TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS
AMENDING THE MILPITAS MUNICIPAL CODE TITLE I, CHAPTER 3,
RELATING TO VACANCIES ON THE CITY COUNCIL**

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:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Christian Curtis, City Attorney

RECITALS AND FINDINGS:

WHEREAS, California Government Code section 36512 outlines the process for filling unexpected City Council vacancies, both for Councilmembers and the Mayor, and contemplates that the City Council will fill such vacancies by appointment or by calling a special election; and

WHEREAS, in 1976, following the submission of an advisory measure to the voters to canvass their input (Measure L), the City Council enacted City Council Ordinance 194, which, pursuant to former California Government Code section 36512.2, states that the City Council will fill a vacancy in its membership by immediately calling a special election and that anyone appointed to fill that vacancy will only hold office until that election; and

WHEREAS, the results of an advisory vote expressly “will in no manner be controlling on the sponsoring legislative body” (Cal. Elec. Code, § 9603(a)), and the City Council finds and determines that in the intervening fifty years, there has been significant changes that warrant greater flexibility in how the City Council fills vacancies on an ongoing basis; and

WHEREAS, in 1992, the California Legislature repealed California Government Code section 36512.2, which the City’s vacancy ordinance was based upon, in favor of revised procedures for filling vacancies, which are now codified in California Government Code section 36512; and

WHEREAS, in 1976, when Measure L was submitted for advisory vote, regular elections were held in both odd and even numbered years such that the special election for a Council vacancy could often be consolidated with the following year’s regular election; and

WHEREAS, in 2015, following a change in state law, regular elections now only occur in even numbered years such that it is significantly more likely that a vacancy arising in an odd numbered year, including most vacancies arising from a member’s election to other incompatible public office, will result in the City bearing the full cost of a stand-alone special election; and

WHEREAS, in the intervening fifty years since Measure L was submitted to the voters, the cost of special elections has risen astronomically, and the City has been recently informed by the County of Santa Clara’s Registrar of Voters that calling a stand-alone special election may cost the City over three million dollars or roughly 2% of the City’s average annual general fund; and

WHEREAS, every city in Santa Clara County, and the majority of cities statewide, have codified California Government Code section 36512 and allow council vacancies to be filled by both special elections and appointment; and

WHEREAS, the City Council consistent with California Government Code section 36512 wishes to amend Title I, Chapter 3 of the Milpitas Municipal Code and allow Council vacancies to be filled by either appointment or the calling of a special election as determined by the City Council to be in the best interests of the City and its residents.

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 3

Title I, Chapter 3 of the Milpitas Municipal Code is hereby amended to read as follows:

Chapter 3 – VACANCY ON CITY COUNCIL

Section 1 – Authority of Adoption

Consistent with Government Code section 36512, vacancies on the City Council other than by expiration of the term of office will be filled at the City Council's discretion by appointment or by the calling of an election.

Section 2 – Requirements

I-3-2.00 – Declaring Office Vacant; Filling Vacancy

In the event of a vacancy in the office of Mayor or Councilmember, the City Council will officially declare the office vacant within thirty days of the commencement of any vacancy.

Within sixty days of the commencement of any vacancy, the City Council will, by affirmative vote, fill the vacancy by appointment or call an election to fill the vacancy.

I-3-2.01 – Filling Vacancy by Appointment

If the vacancy is filled by appointment of an otherwise qualified appointee, the appointee will hold office as follows and until a successor is elected and qualified:

- (a) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general municipal election, the appointee will hold office until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy will hold office for the unexpired balance of the term of office.
- (b) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general municipal election, or if the vacancy occurs in the second half of a term of office, the appointee will hold office for the unexpired term of the former incumbent.

Notwithstanding any other provision of this Chapter, the City Council will not make an appointment to fill a vacancy if the appointment would result in a majority of the City Council serving as appointees. In that circumstance, the City Council will call an election to fill that vacancy.

I-3-2.02 – Filling Vacancy by Election

If the City Council chooses to fill the vacancy by election or does not fill the vacancy by appointment within sixty days of the vacancy commencing, the City Council will call an election to be held on the next regularly established election date not less than 114 days from the call of the election.

If a vacant office is to be filled by election, the Council may make an interim appointment to fill the office until a candidate has been duly elected and qualified.

I-3-2.03 – Regulations

The City Council may by resolution adopt regulations consistent with and implementing this Chapter.

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.