



REGULAR MEETING OF THE MILPITAS CITY COUNCIL



AGENDA

TUESDAY, MAY 5, 2026

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

5:30 PM (CLOSED SESSION)

7:00 PM (PUBLIC BUSINESS)

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-2400

Para sa Tagalog, tumawag sa 408-586-3051

Para español, llame 408-586-3072

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

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

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

Meeting shall be livestreamed - Go to:

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

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

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

PUBLIC COMMENT INSTRUCTIONS

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

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

https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_YMaMzI3ISg-4Bgnmgmv5Bq

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 (5:30 PM)

ADJOURN TO CLOSED SESSION

(a) 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, Rick Bolanos, Liebert Cassidy Whitmore

Employee Organization(s): Professional and Technical Employees, Mid-Management and Confidential Employees, Milpitas Employees Association, International Association of Firefighters, Milpitas Police Officers Association, Unrepresented Employees

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 (Mayor Montano)

PRESENTATIONS

- Building Safety Month (Proclamation)
- Older Americans Month (Proclamation)
- Affordable Housing Month (Proclamation)
- National Small Business Week

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 May 2026.

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

Recommendation: Approve City Council Meeting minutes of April 21, 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. Approve Updating the Name of the Science, Technology and Innovation Commission to the Technology Commission (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Recommendation: Approve updating the name of the Science, Technology and Innovation Commission to the Technology Commission.

- C6. Waive the Second Reading and Adopt Ordinance No. 128.13 Amending Chapter 14 of Title I of the Milpitas Municipal Code Regarding the Salaries of the Milpitas Mayor and City Council (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**

Recommendation: Move to waive the second reading and adopt Ordinance No. 128.13 amending Chapter 14 Title I of the Milpitas Municipal Code to revise language relating to Mayor and City Council salaries.

- C7. Approve the Second Amendment to the Professional Services Agreement with Berry, Dunn, McNeil & Parker LLC for Enterprise Resource Planning Consulting Services (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Kelli Parmley, Human Resources Director, 408-586-3086)**

Recommendation: Approve and authorize the City Manager, or designee, to execute the Second Amendment to the Professional Services Agreement with Berry, Dunn, McNeil & Parker LLC for Enterprise Resource Planning Consulting Services in the amount of \$229,800 in an amount not-to-exceed \$1,215,800.

- C8. Adopt a Resolution Updating and Establishing Various User and Regulatory Fees for 607 of 659 Fees Reviewed as Part of the FY 2026-27 User and Regulatory Fee Study, Effective July 6, 2026 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Recommendation: Adopt a resolution updating and establishing user and regulatory fees for 607 of 659 fees examined in the FY 2026-27 fee study, effective July 6, 2026, and establishing an annual inflationary adjustment framework subject to City Council confirmation each fiscal year.

- C9. Adopt a Resolution to Accept the Improvements, and Authorize the City Engineer to File a Notice of Completion and Issue a Notice of Final Acceptance after the One-Year Warranty Period for Dempsey Road Water Line Replacement (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: (1) Adopt a resolution to accept the improvements; and (2) Authorize the City Engineer to file a Notice of Completion and issue a Notice of Final Acceptance after the one-year warranty period for Dempsey Road Water Line Replacement, CIP Nos. 7100 and 7118.

- C10. Adopt a Resolution to Approve Project Plans and Specifications, Award Construction Contract to DeSilva Gates Construction LLC for Street Resurfacing Project 2026, and Approve Budget Amendment for Street Resurfacing Project FY2024-25 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: Adopt a Resolution to: (1) Approve Project plans and specifications; (2) Award the construction contract to the lowest responsible and responsive bidder DeSilva Gates Construction LLC in the amount of \$3,630,558; (3) Authorize the City Manager, or designee, to execute the construction contract with DeSilva Gates Construction LLC; (4) Authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not-to-exceed \$545,000 for the Street Resurfacing Project 2026, CIP Nos. 3426, 3440, 4283, and 4307; and (5) Approve a budget amendment to appropriate funding from CalRecycle in the amount of \$375,000 for the Street Resurfacing Project FY2024-25, CIP Project No. 4300.

- C11. Adopt a Resolution Designating Street Resurfacing Project 2026-27, CIP No. 4308 to be Partially Funded by California Senate Bill 1 - The Road Repair and Accountability Act of 2017 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: Adopt a resolution designating Street Resurfacing Project 2026-27, CIP No. 4308 to be partially funded by California Senate Bill 1 - The Road Repair and Accountability Act of 2017.

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.

- 12. Conduct a Public Hearing and Adopt a Resolution Approving the Proposed 2027-2031 Capital Improvement Program (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602 and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: Conduct a public hearing and adopt a resolution approving the 2027-2031 Capital Improvement Program.

- 13. Receive a Presentation on the FY 2026–27 Proposed Operating Budget and Provide Direction; and Receive the Annual AB 2561 Report on Vacant Positions and Recruitment and Retention Efforts (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; Kelli Parmley, Human Resources Director, 408-586-3086)**

Recommendation: Receive a presentation on the FY 2026–27 Proposed Operating Budget and provide direction; and Receive the report regarding Local Public Employees Vacant Positions, including recruitment and retention efforts and identification of potential hiring process obstacles, to meet AB 2561 Reporting Requirements.

COMMUNITY DEVELOPMENT

- 14. Adopt the Innovation District Parks and Trails Master Plan (Staff Contact: Jay Lee, Planning Department, 408-586-3077)**

Recommendation: Adopt a resolution to adopt the Innovation District Parks and Trails Master Plan.

LEADERSHIP AND SUPPORT SERVICES

15. **Approve Changes to the City Council Procedures and Protocols Handbook to Incorporate Changes to Local Ordinance and State Statute, Including the Adoption of a Meeting Technology Disruption Policy as Required by SB 707 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001; and Christian Curtis, City Attorney, 408-586-3041)**

Recommendation: Approve changes to the City Council Procedures and Protocols Handbook to incorporate changes to Local Ordinance and State Statute, including the adoption of a Meeting Technology Disruption Policy as required by SB 707 (Durazo).

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 408-586-3001 for more information.

If you need assistance, per the Americans with Disabilities Act, for any City of Milpitas public meeting, please call the City Clerk at 408-586-3005 or send an e-mail to CityClerk@milpitas.gov prior to the meeting. You may request a larger font agenda.

April 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
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19	20	21	22	23	24	25
26	27	28	29	30		

Milpitas City Council Calendar

May 2026

June 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

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



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

MINUTES
TUESDAY, APRIL 21, 2026

The City Council of the City of Milpitas convened in a Regular Meeting of the Milpitas City Council on April 21, 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 5:01 PM. Roll Call was taken by City Clerk Guzzetta.

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

ABSENT: None.

ADJOURN TO CLOSED SESSION

City Attorney Christian Curtis briefed the public on the three closed session items prior to adjournment. There being no public comments, the City Council adjourned to Closed Session at 5:03 PM.

(a) PUBLIC EMPLOYEE APPOINTMENT AND HIRING

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

(b) CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6
Agency's Designated Representative(s): Christian Curtis, City Attorney; and Wendi Brown, WBCP
Employee Organization(s): Unrepresented City Manager

(c) 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, Rick Bolanos, Liebert Cassidy Whitmore
Employee Organization(s): Professional and Technical Employees, Mid-Management and Confidential Employees, Milpitas Employees Association, International Association of Firefighters, Milpitas Police Officers Association, Unrepresented Employees

CLOSED SESSION ANNOUNCEMENT:

The City Council reconvened in Open Session at 7:13 PM. City Attorney Curtis had no report out from Closed Session.

PLEDGE OF ALLEGIANCE

The City Council recited the Pledge of Allegiance.

INVOCATION

Vice Mayor Barbadillo provided the invocation.

PRESENTATIONS

The City Council presented proclamations in recognition of Black April, Arts Culture and Creativity Month, and Earth Day and presented a plaque commending Milpitas Unified School District on the Grand Opening of the Milpitas Performing Arts Center.

PUBLIC FORUM

There were no public speakers.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

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

READING OF THE CITY COUNCIL CODE OF CONDUCT

Councilmember Chua read the City Council Code of Conduct.

APPROVAL OF AGENDA

Mayor Montano asked to hear Item 19 immediately following the Consent Calendar.

After discussion, motion: to approve the agenda with Item 19 to be heard immediately following the consent calendar.

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

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

NOES: None

CONSENT CALENDAR

Acting City Manager Jared Hernandez provided a required verbal disclosure pursuant to Government Code Section 54953 regarding Item C8.

There were no public speakers.

After discussion, motion: to approve the Consent Calendar.

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

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

NOES: None

1. **Receive City Council Calendar of Meetings (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**
Received City Council Calendar of Meetings for April and May 2026.
2. **Approve City Council Meeting Minutes (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**
Approved City Council Meeting minutes of April 7, 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 Long Beach, CA for the U.S. Mayors 94th Annual Meeting (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**
Authorized and approved the travel for Mayor Montano to Long Beach, CA for the U.S. Mayors 94th Annual Meeting to be held on June 4-7, 2026, for an estimated total amount of \$3,400, budgeted under the Individual Elected Official allocation for Conferences/Meetings/Trainings.
6. **Waive the Second Reading and Adopt Ordinance No. 194.2 Amending Section 2.00 of Milpitas Municipal Code Title 1, Chapter 3 to Amend the Council Vacancy Ordinance and Reduce Special Election Costs (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)**
Waived the second reading and adopted **Ordinance No. 194.2** amending Section 2.00 of Milpitas Municipal Code Title 1, Chapter 3 to revise language relating to Council Vacancy Ordinance.
7. **Consider Opting into Nationwide Settlement Agreements with Six Regional Distributors/Defendants (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3050; and Christopher Creech, Assistant City Attorney, 408-586-3040)**
Authorized the City Manager to opt into settlement agreements with certain opioids manufacturers/distributors and assign settlement proceeds to the County of Santa Clara for the opioid remediation efforts and authorize the City Manager to execute settlement agreement(s) and any other documents necessary to implement the action.
8. **Adopt a Resolution Amending Resolution No. 1626, the Classification Plan, to Approve a Three Percent (3%) Salary Increase for Unrepresented Miscellaneous Classifications, Retroactive to the First Pay Period in July 2025 (Staff Contact: Kelli Parmley, Human Resources Director, 408-586-3086)**
Adopted **Resolution No. 9495** amending Resolution No. 1626, the Classification Plan, to approve a three percent (3%) salary increase for Unrepresented Miscellaneous classifications, retroactive to the first pay period in July 2025, and approve and adopt the updated Citywide pay schedule titled "All Job Classifications/Salary Table" attached as Exhibit A.

9. **Authorize the City Manager, or Designee, to Negotiate and Execute a Purchase Order with National Auto Fleet Group for Ford Police Specialty Vehicles (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Christian Di Renzo, Public Works Director, 408-586-2602)**

Authorized the City Manager, or designee, to negotiate and execute a purchase order with National Auto Fleet Group to purchase three (3) police specialty vehicles for a not-to-exceed amount of \$162,587.86.

10. **Waive the Second Reading and Adopt 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 (Staff Contact: Jay Lee, Planning and Neighborhood Services Director, 408-586-3077)**

Waived the second reading and adopted **Ordinance No. 41.13** amending Section 1.07 of Milpitas Municipal Code Title 1, Chapter 500 to revise language relating to selection of Planning Commission officers.

11. **Receive and Approve the Calendar Year 2025 Controlled Equipment Annual Report (Staff Contact: Frank Morales, Acting Chief of Police, 408-586-2521)**

Received and approved the Calendar Year 2025 Controlled Equipment Annual Report.

12. **Approve and Authorize the City Manager, or Designee, to Execute an Agreement with HydroScience Engineers, Inc. for Fire Flow and Sanitary Sewer Pipeline Improvements Project – Phase 1 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Approved and authorized the City Manager, or designee, to execute a Design Services Agreement with HydroScience Engineers, Inc. in an amount not to exceed \$797,610 for the Fire Flow and Sanitary Sewer Pipeline Improvements Project – Phase 1, CIP Nos. 7150 & 6138.

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

(1) Adopted **Resolution No. 9496** approving the Annual Engineer's Report; and, (2) Adopted **Resolution No. 9497** declaring its intention to levy and collect assessments and provide notice of public hearing to be held on May 19, 2026, for Landscaping and Lighting Maintenance Assessment District No. 98-1 Sinclair Horizon.

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

(1) Adopted **Resolution No. 9498** approving the Annual Engineer's Report; and (2) Adopted **Resolution No. 9499** declaring its intention to levy and collect assessments and provide notice of public hearing to be held on May 19, 2026, for Landscaping and Lighting Maintenance Assessment District 95-1 McCarthy Ranch.

15. **Adopt a Resolution to Approve Project Plan and Specifications and Award the Construction Contract to GSW Construction, Inc. for the Curtis Recycled Water Main Repair Project – Phase 1 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Adopted **Resolution No. 9500** to: (1) Approve the project plan and specifications, (2) Award the construction contract to GSW Construction, Inc., the lowest responsible bidder submitting a responsive bid, in the amount of \$164,130; (3) Authorize the City Manager, or designee, to execute the construction contract with GSW Construction, Inc.; (4) Authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not-to-exceed \$41,000; and (5) Approve a budget appropriation of \$205,130 into the Water Maintenance & Operations Fund for the Curtis Recycled Water Line Repair Project Phase 1.

LEADERSHIP AND SUPPORT SERVICES

19. County of Santa Clara Community Plan to End Homelessness Presentation

Hillary Armstrong and Laura Fuentes from the County Office of Supportive Housing presented the draft Community Plan to End Homelessness. They reported that the previous plan successfully housed 20,830 people over five years, with over 90% remaining housed. For Milpitas specifically, 855 people were housed, 1,500 served in temporary shelter, and 991 prevented from experiencing homelessness.

Vice Mayor Barbadillo asked about subcategory data for Milpitas residents experiencing homelessness to help target resources more strategically.

Councilmember Lam expressed concerns about the plan's focus on housing versus addressing mental health and substance abuse issues. Hillary Armstrong explained that their housing-first model incorporates wraparound services including behavioral health and substance use services as part of supportive housing.

Councilmember Lien asked about outreach methods and prevention details. Hillary Armstrong explained their coordinated entry system and prevention programs that provide financial assistance and case management.

Mayor Montano inquired about the annual budget, prioritization methods, and expressed concern that working poor families should receive priority over those with substance abuse issues. She emphasized the need to focus on preventing homelessness among working families.

PUBLIC HEARINGS

16. Conduct a Public Hearing and Approve Reissuance of Tax Equity and Fiscal Responsibility Act (TEFRA) Tax-Exempt Revenue Bonds by the California Municipal Finance Authority for An Amount Not Exceeding \$47,000,000 for an Affordable Housing Development Located at 308 Sango Court (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)

Assistant City Manager Cano presented the report.

Mayor Montano opened the public hearing.

There were the following public speakers:

1. Voltaire Montemayor

Mayor Montano closed the public hearing.

Mayor Montano questioned who would own the property long-term, expressing concerns about displacement after the affordability period expires. Mike Kelly, representing the developer via Zoom, explained the ownership structure involves a partnership with tax credit investors.

Councilmember Lam asked about rental rates and whether the units were Section 8. Mike Kelly clarified that while they don't deny Section 8 applicants, most tenants demonstrate income through employment.

Mayor Montano questioned whether the city could have negotiated preferences for Milpitas residents. Mike Kelly explained that when the city declined to provide financial assistance, no such preferences could be established.

After discussion, motion: to Adopt **Resolution No. 9501** approving the reissuance of tax-exempt revenue Bonds by the California Municipal Finance Authority for the benefit of Milpitas Pacific Associates for an amount not exceeding \$47,000,000 for a multi-family affordable housing development located at 308 Sango Court, pursuant to the requirements of TEFRA.

Motion/Second: Councilmember Chua / Councilmember Lien

Motion carried by the following:

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

NOES: None

17. Conduct a Public Hearing and Adopt a Resolution Approving the FY 2026-27 Development and Storm Impact Fee Schedule for the Transit Area Specific Plan (TASP) Impact Fee, the Calaveras Boulevard Widening Traffic Impact Fee, and the Storm Drain Impact Fee (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

Finance Director Cofresí-Howe presented the report.

Mayor Montano opened the public hearing.

There were the following public speakers:

1. Voltaire Montemayor

Mayor Montano closed the public hearing.

After discussion, motion: to adopt **Resolution No. 9502** approving the FY 2026-27 Development and Storm Impact Fee Schedule for the Transit Area Specific Plan (TASP) Impact Fee, the Calaveras Boulevard Widening Traffic Impact Fee, and the Storm Drain Impact Fee..

Motion/Second: Councilmember Chua / Mayor Montano

Motion carried by the following:

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

NOES: None

18. Conduct a Public Hearing and Adopt a Resolution Updating and Establishing Various User and Regulatory Fees (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)

Finance Director Cofresí-Howe introduced the item. Budget Manager Alice Vurich presented the report.

Mayor Montano opened the public hearing.

There were the following public speakers:

1. Voltaire Montemayor

Mayor Montano closed the public hearing.

Mayor Montano expressed concerns about high planning permit fee increases, particularly the minor conditional use permit increase from \$1,526 to \$3,646. Planning Director Lee explained via Zoom that these fees were previously undercharged and that the increases reflect the actual staff time required for public hearings and analysis.

Councilmember Chua noted that residents from other cities observed that Milpitas fees were low compared to their jurisdictions.

Vice Mayor Barbadillo questioned the methodology and lack of meaningful public input, expressing concern about passing increased labor costs to consumers. He emphasized that 46 fees increasing more than 10% would impact building, planning, engineering, utility, and fire services.

Councilmember Lam questioned the bounce house permit fee and variance fees for single-family districts.

After extensive discussion, Councilmember Chua made a motion to defer the item and requested that staff break down the fees over 10% increase and new fees for individual review.

After discussion, motion: to defer the item to the next meeting, bringing back all fees except the 46 that increase more than 10% and the 6 new fees on consent, with the problematic fees requiring detailed individual discussion.

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

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

NOES: None

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Councilmember Chua requested an information memo on bike safety policies, specifically regarding e-bikes, due to resident concerns about accidents. City Manager Hernandez agreed to provide an email response from the police chief regarding current state laws.

Mayor Montano asked about illegal bike and scooter sharing services operating without city contracts. City Attorney Curtis agreed to review the city's ordinances regarding such services. Mayor Montano also announced that she, Council Members Chua and Lam would be attending the California League of Cities conference.

Councilmember Lien invited the public to attend the Black April event on Thursday at the community center, featuring performances, music, and food.

ADJOURNMENT

Mayor Montano adjourned the meeting at 9:54 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 04/28/2026

May 19, 2026 – Regular Meeting

CLOSED SESSION

- Labor Relations

INVOCATION (Mayor Montano)

PRESENTATION

- Asian American, Native Hawaiian, and Pacific Islander Heritage Month (Proclamation)
- National Police Month (Proclamation)
- Public Works Week - May 17-23, 2026 (Proclamation)

CONSENT CALENDAR

1. Receive City Council calendar for May and June 2026 (City Clerk)
2. Approve City Council Meeting minutes of May 5, 2026 (City Clerk)
3. Preview list of items for June 2, 2026 (City Clerk)
4. Councilmember Request List (City Clerk)
5. Commission Term Realignment (City Clerk)
6. Animal Services Contract Renewal (City Manager / Planning)
7. Construction Contract Award for Forcemain B ARV Replacement, CIP 6124 (Public Works / Engineering)

PUBLIC HEARING

8. Resolution Confirming the Assessment and Ordering the Levy for LLMD 95-1 FY 2027 (Public Works / Engineering)
9. Resolution Confirming the Assessment and Ordering the Levy for LLMD 98-1 FY 2027 (Public Works / Engineering)
10. SB 79 Alternative Plan Urgency Ordinance and 1st Reading (Planning)
11. Lyon Living Lot 3A Townhouse Project (Planning)

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

OPEN ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
1	Consider prioritization of a formal, third-party staffing analysis for the Fire Department similar to the 2019 study	Barbadillo	4/7/2026	An update on this item will be included in the next quarterly prioritization update.
2	Prepare an information report on the current Fire Department deployment model and alternative shift schedule options	Barbadillo	4/7/2026	An update on this item will be included in the next quarterly prioritization update.
3	Review the permitting process, including the site development permit process, to determine whether updates were needed to address technology advancements such as the proliferation of small cell towers.	Barbadillo	4/7/2026	An update on this item will be included in the next quarterly prioritization update.
4	Explore youth programs and intervention initiatives in the wake of the passing of Milpitas high school student Jared Kavan on March 31st, including possible partnerships with MUSD on counseling, sports, or after-school programming.	Montano	4/7/2026	An update on this item will be included in the next quarterly prioritization update.
5	Return with a revision to the Council Policy allowing the school district a limited number of additional fee waivers.	Montano	4/7/2026	An update on this item will be included in the next quarterly prioritization update.
6	Agendize a review by the Facility Naming Subcommittee of facilities with "Cesar Chavez" in the name and make recommendations to the full Council on new names, including proposed changes to the Municipal Code, any standing resolutions, and the City holiday observed on March 31st.	Montano	4/7/2026	An update on this item will be included in the next quarterly prioritization update.
7	Conduct a review of commission names to better reflect their focus	Montano	11/18/2025	On 4/7/2024 this was removed from the list and the focus will be on changing the name of the Science and Technology Commission only
8	Review the Council prioritization process	Chua	11/18/2025	An update on this item will be included in the next quarterly prioritization update.
9	Research how public funds could be used to advertise local restaurants during the upcoming Super Bowl	Montano	11/18/2025	An update on this item will be included in the next quarterly prioritization update.
10	Have a community forum on the Crown Castle Small Cell towers.	Montano	11/18/2025	Completed
11	Install debrillators on city properties	Barbadillo	10/28/2025	Completed
12	Place a billboard at the Sport Center to inform the community about events and activities	Montano	10/21/2025	Not prioritized on 4/7/2026, will be removed from future lists.
13	Explore the creation of small parks in neighborhoods without them	Montano	10/21/2025	Not prioritized on 4/7/2026, will be removed from future lists.

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
14	Overtime reporting requirements be modified to include all overtime rather than only amounts	Lam	3/17/2026	An update on this item will be included in the next quarterly prioritization update.
15	Consider shortening the name from Library and Education Advisory Commission to Library Commission	Montano	3/3/2026	Not prioritized on 4/7/2026, will be removed from future lists.
16	Request a name change for Science, Technology and Innovation Commission to the Technology	Lam	3/3/2026	An update on this item will be included in the next quarterly prioritization update.
17	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.
18	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.
19	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.

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:
20	Increase the amount of funding for the ADU Permit Subsidy	Council	4/1/2025	This was funded and will be removed from future lists.
21	Council Special Events Fund to provide funding for City Councilmembers to attend local, non-political,	Montano/Chua	4/1/2025	This was funded and will be removed from future lists.
22	Add to the existing Strategic Land Acquisition Revenue Reserve	Council		This was funded and will be removed from future lists.
23	Storefront and Crime Prevention Initiative by making funding available for businesses to focus	Montano		An update on this item will be included in the next quarterly prioritization update.
24	Revisit the mural selection committee process to make it more inclusive by involving all	Montano	8/19/2025	An update on this item will be included in the next quarterly prioritization update.
25	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.
26	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.
27	Develop a project management informational memo.	Barbadillo	4/1/2025	An update on this item will be included in the next quarterly prioritization update.
28	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.
29	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.
30	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.
31	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.
32	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.
33	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.
34	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.
35	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.
36	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.
37	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.
38	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.
39	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.
40	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.
41	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.
42	Main Street International Festival	Lien	10/3/2023	An update on this item will be included in the next quarterly prioritization update.
43	Pickleball Pilot Project	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
44	Main Street Infrastructure Projects	Montano	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
45	Main Street Flooding at Library	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
46	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.

NOTE: Deferred and Completed Items are not listed

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
47	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.
48	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.
49	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.
50	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:	Approve Updating the Name of the Science, Technology and Innovation Commission to the Technology Commission (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	5/5/2026
Recommendation:	Approve updating the name of the Science, Technology and Innovation Commission to the Technology Commission.

BACKGROUND:

The Science, Technology and Innovation Commission was originally established by the Milpitas City Council on September 6, 1994, as the Telecommunications Commission to provide expertise in computer systems, network communications, and telecommunications. The Commission's purpose has been to advise the City Council on technology-related matters and support the City's efforts to adopt and implement technologies that benefit the community, City departments, and public safety agencies.

As technology evolved, the City Council updated the Commission's name on [August 21, 2018](#), to the Science, Technology and Innovation Commission to reflect a broader advisory scope that includes emerging technologies and innovation initiatives. The Commission's role is to provide recommendations on technology services that benefit the Milpitas community, including telecommunications policy, legislation, and information technology at the local, state, and federal levels.

The Commission meets six times per year, with its meeting schedule established annually following the City Council's July legislative break. Its operations, membership, and procedures are governed by standardized Commission Bylaws and the Milpitas Commissioner Handbook, as adopted and periodically updated by the City Council. Most recently, updates to these governing documents were approved on [June 20, 2023](#).

At the [March 3, 2026](#) City Council meeting, during the announcements section of the meeting, Councilmember William Lam requested that the Commission's name be changed to the Technology Commission. Subsequently, on [April 20, 2026](#) the Commission, voted to recommend renaming the body to the "Technology Commission" for City Council consideration.

ANALYSIS:

The proposed renaming of the Science, Technology and Innovation Commission to the "Technology Commission" is intended to improve clarity, accessibility, and ease of communication. While the current name reflects the breadth of the Commission's advisory role, it has been identified as lengthy and potentially difficult to reference in practice. A more concise name is expected to support clearer communication with the public, improve outreach efforts, and enhance overall engagement.

The proposed change aligns with broader efforts to ensure commission names are clear, concise, and reflective of their primary functions. This approach supports transparency and accessibility in municipal governance, helping residents and stakeholders more easily understand the role of advisory bodies.

The City Council has the authority to amend commission names through its adopted bylaws and policies. The standardized Commission Bylaws require City Council approval for any amendments, including name changes, ensuring consistency across all City commissions and maintaining a uniform governance framework.

The proposed name, “Technology Commission,” continues to accurately reflect the Commission’s advisory scope, which includes telecommunications, information technology, and emerging technology issues. The name change does not alter the Commission’s responsibilities, work plan, or areas of focus.

The recommendation is supported by stakeholder input and formal Commission action. Feedback was solicited from commissioners and community members, and the Commission considered the item at a publicly noticed meeting. At its April 20, 2026 meeting, the Commission formally voted to recommend the name change to the City Council, reflecting a unified position in support of the update.

If approved, staff will implement the name change by updating official documents, digital platforms, and public-facing materials; revising the Commission Bylaws and the Milpitas Commissioner Handbook; notifying commissioners, staff, and community partners; and ensuring all future agendas, appointments, and records reflect the updated name.

POLICY ALTERNATIVE(S):

Alternative 1: Retain the Existing Name of the Science, Technology and Innovation Commission

Pros: Maintains continuity for stakeholders familiar with the current commission name.

Avoids the administrative effort and costs associated with updating documents, signage, and digital platforms.

Cons: May perpetuate confusion or lack of clarity among residents and potential commission applicants regarding the commission’s focus.

Does not address recent feedback from commissioners and community members seeking a more concise and accessible commission name.

Reason for Not Recommending: This alternative does not respond to the expressed concerns regarding the length and clarity of the current commission name, nor does it support the City’s broader efforts to streamline commission titles for improved public engagement and transparency.

PROJECT SCHEDULE/KEY MILESTONES

The anticipated timeline for implementing the commission name update is as follows:

- City Council consideration and action: May 5, 2026
- Immediate initiation of updates to digital platforms, City website, and public directories upon Council approval (within 2 business days)
- Revision of Commission Bylaws and Commissioner Handbook: to be completed within 30 days of Council action, subject to City Clerk review and confirmation
- Notification to commissioners, staff, and community partners: within 1 week of Council approval
- Full transition to the new commission name for all official business, agendas, and communications: no later than June 4, 2026

FISCAL IMPACT:

There are no direct fiscal impacts associated with the proposed update to rename the Science, Technology and Innovation Commission as the Technology Commission. The implementation of the name change will be managed within existing departmental resources and does not require additional appropriations. All anticipated activities, including updates to digital platforms, revision of official documents, and stakeholder notifications, will be completed by City staff as part of their regular administrative duties.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This item is not a project under the California Environmental Quality Act (CEQA) Guideline 15378(b).

ATTACHMENT(S):

- (a) Standardized Commission Bylaws - Redlined
- (b) Bylaws Addendum – Redlined
- (c) Commissioner Handbook - Redlined

CITY OF MILPITAS

COMMISSION BY-LAWS

Section 1. Purpose

A Commission serves as an active advisory group to the City Council on a variety of topics as directed by the City Council. These Commission By-Laws are applicable to all Commissions except for the Planning Commission, which is governed by the Municipal Code, Chapter 500. In addition to these By-Laws, each Commission shall have an addendum that is specific to the Commission and includes information about the Commission scope, member eligibility, and meeting frequency.

Section 2. Membership

A Commission is composed of seven (7) members and two (2) alternates appointed by the Mayor and approved by the City Council. All members and alternates shall be Milpitas residents, 18 years or older, unless otherwise noted in the Commission Bylaws Addendum. In addition to the seven (7) members and two (2) alternates, one (1) Milpitas resident enrolled in grades 9-12 may also be appointed as non-voting member by the Mayor and confirmed by the City Council for all Commissions except for the Youth Advisory Commission. The City Council may appoint a Council liaison to serve on the Commission in a non-voting capacity.

Section 3. Term of Office & Removal

The term of office is three years, or until the seat is filled, for every Commission and is tied to specific seats, not actual Commission members or alternates. A Commission member or alternate is appointed for the term of the seat, which can be less than three years, based on the time of appointment. A Commission member can re-apply at the end of each term.

Members and alternates are expected to attend all meetings. When any member or alternate has three or more absences in a 12-month period, the City Clerk's Office shall forward this information to the City Council for review and possible removal of the member or alternate from the Commission. Any member or alternate of the Commission may be removed from office at any time by a simple majority vote of the City Council at a regularly scheduled Council meeting, with or without cause.

Members and alternates may apply for reappointment by submitting a letter or e-mail of interest to the Mayor with a copy to the City Clerk prior to the expiration of his/her term of office. Any member or alternate of the Commission who wishes to resign MUST submit a letter of resignation or email to the Mayor with a copy to the City Clerk. Resignations will be confirmed by the City Council at a regularly scheduled Council meeting.

Section 4. Vacancies

Vacancies will be filled for the unexpired portion of the term by the Mayor with the approval of the City Council.

Section 5. Officers

A Chair and Vice Chair will be selected annually at the first meeting of the calendar year from the appointed members for a term of one year. The Chair will call for meetings and preside over all sessions. In the absence of the Chair and Vice Chair, the member with longest continuous service on the Commission will preside.

Section 6. Meetings

Commissions shall hold regular meetings at a predetermined day, week, time and location. All meetings shall be open to the public. Should a scheduled meeting occur on a holiday, said meeting will be deferred to the same day of the following week or to a date agreed upon by a majority of the Commission. Special meetings may be called by majority vote, the Chair, Staff Liaison, or the City Council. No meetings will be held in the month of July. Notice of any special meeting shall be given as required by law. Except as otherwise provided by these Bylaws, the Commission shall follow the latest edition of Robert's Rules of Order for the orderly conduct of meetings.

Section 7. Quorum

A quorum is a majority of the total voting seats on the Commission. Any FOUR (4) voting members, including alternates, shall constitute a quorum for the transaction of business. Alternates count towards quorum even when not seated until after the start of a meeting.

Section 8. Voting and Seating of Alternates

Voting authority is extended to the SEVEN (7) regular members. An alternate member shall vote only if seated in the absence of a regular member. In the event that a regular member is absent, alternate members shall be seated in order of their alternate position. If a member arrives after an alternate has been seated, the alternate shall remain as the voting member until the end of the meeting.

Section 9. Duties of Commission to be Advisory Only

It is intended that the Commission shall be an advisory body to the City Council.

Section 10. Subcommittees

Other committees within the Commission will be subcommittees of the Commission. The Commission may appoint such subcommittees, with at least one Commission member on the subcommittee, but not more than three members so as not to constitute a quorum.

Section 11. Assistance of Staff

The City Manager of the City of Milpitas shall provide the Commission with such information and staff assistance as the Commission may from time to time request subject to the limitations imposed by the City Council. The staff member designated by the City Manager shall attend meetings of the Commission, meetings of the Commission subcommittee as necessary, and submit such reports as said Commission may request and as deemed necessary or desirable, subject to limitations imposed by the City Council. The role of the Staff Liaison on a Commission is defined and should be referred to in the City of Milpitas Commissioner Handbook.

Section 12. Amendments

These Bylaws are subject to change through amendments approved by the City Council.

PASSED AND ADOPTED APRIL 16, 2019.

REVISED JANUARY 19, 2021;~~17~~ AUGUST 16, 2022;~~17~~ MAY 5, 2026

Addendums:

- 1) Arts Commission
- 2) Community Advisory Commission
- 3) Economic Development and Trade Commission
- 4) Energy and Environmental Sustainability Commission
- 5) Measure F Oversight Committee
- 6) Library and Education Advisory Commission
- 7) Parks, Recreation and Cultural Resources Commission
- 8) Public Safety and Emergency Preparedness Commission
- 9) Senior Advisory Commission
- 10) ~~Science, Technology, and Innovation~~ Technology Commission
- 11) Veterans Commission
- 12) Youth Advisory Commission

CITY OF MILPITAS
STANDARD COMMISSION
BYLAWS

Addendum: ~~Science, Technology and Innovation~~Technology Commission

The ~~Science, Technology and Innovation~~ Commission was originally established by City Council on September 6, 1994. On August 21, 2018, the City Council updated the name ~~of~~to the Science, Technology and Innovation Commission. On DATE, the City Council updated the name to the Technology Commission.

Advisory Area

This Commission will advise the Council on matters pertaining to technology services benefitting the Milpitas community.

Meetings

The ~~Science, Technology and Innovation~~Technology Commission shall meet monthly, except July, on the 3rd Monday of that month, at 7:00 PM at the Committee Conference Room in City Hall, or another designated location.

PASSED AND ADOPTED THIS ~~20TH DAY OF JUNE, 2023~~5th DAY OF MAY, 2026



CITY OF MILPITAS
COMMISSIONERS HANDBOOK
20264

Adopted by Milpitas City Council on:

August 21, 2018

Revisions Approved by Milpitas City Council on:

January 19, 2021

April 5, 2022

August 19, 2022

June 20, 2023

March 19, 2024

May 5, 2026

Welcome to City of Milpitas

Service as a Volunteer Commissioner



CITY OF MILPITAS

OFFICE OF MAYOR CARMEN MONTANO

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479
PHONE: 408-586-3050, FAX: 408-586-3056, www.milpitas.gov

Welcome and congratulations on joining the City of Milpitas team as a City Commissioner or Alternate!—I am delighted that you are joining us as your appointment is important to your Commission's role in advising the Milpitas City Council on topics and initiatives important to the Milpitas community.

Included in this Commissioner Handbook is information on areas such as participating in a public meeting, attendance, and the role of Commissioners, the staff and council liaisons.—I am hopeful that you will use this handbook as a guide to help you at your meetings and as you work with your Commission on your annual Work Plan and advisory areas.

I look forward to all the great work you will do on your Commission and on behalf of the Milpitas City Council, thank you for your service to the Milpitas community!

Sincerely,

Carmen Montano
Mayor

INDEX

I.	Introduction and Overview	4
II.	Commission Roles	5
III.	Joining and Leaving a Commission	6
IV.	Commission Participation	7
V.	Celebration and Fundraising	9
VI.	Ethics and Expected Standards of Performance	10
VII.	California’s Ralph M. Brown Act	11
VIII.	City of Milpitas Open Government Ordinance	12
IX.	Parliamentary Procedure at Meetings	13
X.	Resources and Conflict of Interest Guidelines	14
XI.	Appendices	15

Introduction and Overview

CITY OVERVIEW

City of Milpitas is a California municipality of approximately 84,000 residents, and was incorporated as a General Law City in January of 1954.—Elected City Officers are the Mayor (term of 2 years) and four elected City Councilmembers (terms of 4 years each).—Those leaders are elected by Milpitas voters on the ballot in November elections held each even year.

City Council is the body responsible for making all major policy decisions and direction for the City of Milpitas, including adoption of the City's annual budget. The City Council votes at regular City Council meetings on all expenditures, major land use plans, infrastructure projects and facility and program activities.—The Council relies on input from many sources, including the 12 Advisory Commissions and Measure F Oversight Committee, along with other Task Forces, Ad Hoc Committees and residents at large.

CURRENT CITY COMMISSIONS AND COMMITTEES

As of the publication of this manual, the following are 12 City of Milpitas Commissions and 1 Committee for which residents may volunteer to serve by Mayoral appointment:

- Arts Commission
- Community Advisory Commission
- Economic Development and Trade Commission
- Energy and Environmental Sustainability Commission
- Library and Education Advisory Commission
- Parks, Recreation and Cultural Resources Commission
- Planning Commission
- Public Safety and Emergency Preparedness Commission
- Senior Advisory Commission
- ~~Science, Technology and Innovation~~ Technology Commission
- Veterans Commission
- Youth Advisory Commission
- Measure F Oversight Committee

All Commissions will consist of seven (7) appointed Commissioners, except the Parks, Recreation and Cultural Resources Commission which will consist of nine (9) appointed Commissioners.—All Commissions, except the Planning Commission, will also have 2 appointed Alternate Members, and all Commissions, except the Planning Commission and Youth Advisory Commission, may have one (1) Milpitas resident enrolled in grades 9-12, as a non-voting member. The Arts Commission may have two (2) Milpitas residents enrolled in grades 9-12, one from each Milpitas area public high school, as non-voting members.

AD HOC TASK FORCES

From time to time, as needs arise, the Milpitas City Council may choose to appoint residents to serve on ad hoc advisory bodies.—Examples include the HOPE (Suicide Prevention) Task Force, and the CEDAW Task Force.—Each body to which members are appointed by the City Council shall report back to the Council at appropriate intervals and upon conclusion of the task assigned by the Council. Members' service concludes once a final report is provided to City Council, or as City Council directs.

Commission Roles

Commissioners serve as voluntary members from the community advising the City Council on policies related to the purpose of their Commission.—They are expected to attend all meetings, actively participate and deliberate, and vote on any matters that are requested for recommendation to the City Council.

Alternate Members serve only in the absence of a voting member.—When a voting Commissioner is absent from a Commission meeting, alternates will be seated at the table or dais to participate in a voting role at the start of the meeting.—If a regular voting Commissioner arrives subsequently, that person shall not participate as a voting member and the Alternate Commissioner will continue to serve as a voting member. Otherwise, Alternate members do not deliberate or vote when all regular members are present at the Commission meeting.

Once per year, Commissioners will vote to elect a **Chair and Vice Chair of the Commission**. The Chair is responsible for leading the regular meetings of the Commission. The Chair shall call the meeting to order, state items to be discussed on the agenda, permit all members the opportunity to be heard, allow for comments from the public, call for a vote when required and work directly with the staff liaison to ensure a successful meeting. The Vice Chair shall serve the role of Chair in the absence of the Chair.—No Commissioner shall serve more than three consecutive years as the Chair or Vice Chair of any Milpitas Commission.

A **City staff liaison** to your Commission is available to provide staff support and work closely with the Chair to develop the meeting agendas and any information gathered for benefit of the Commissioners.—Staff shall assist in guiding the work of the Commission, provide agendas and take meeting minutes.—The City Manager shall assign appropriate staff liaison(s) to each Commission.

Volunteer City Commissioners do not direct or delegate work tasks to staff or Council liaisons. Commission annual work plan activities and assignments are to be completed by Commissioners.

Each Commission, except for the Planning Commission, will be assigned a **City Council Liaison**. City Council liaisons are non-voting participants, acting in a capacity reflecting the majority opinion of the City Council, which is defined by current or past official City Council action via City Council vote or consensus. The City Council liaison will endeavor to attend all Commission meetings of those bodies to which they are assigned.

The City Attorney may be available to provide legal advice when asked by the staff liaison regarding the Brown Act, parliamentary procedure, or on topics related to the Commission's business. Except for the Planning Commission, the City Attorney will not attend Commission meetings on a regular basis.

The **Milpitas Mayor and City Council** together serve as the ultimate deliberative body regarding all business and policy matters for the City of Milpitas. Significant work by Commissions shall result in recommendations to the City Council, which will then vote to approve any City policy or expenditure.

Joining and Leaving a Commission

Requirement to serve: to be appointed to most Commissions, you must be a current Milpitas resident over the age of eighteen (18). Specific requirements for select Commissions are reflected in the approved Bylaws Addendums. For example, members of the Economic Development and Trade Commission are not required to be residents, however, they shall represent various segments of the business community.

The City Council may appoint one (1) Milpitas resident enrolled in grades 9-12, as a non-voting member, to a Commission (except the Planning and Youth Advisory Commission). For the Arts Commission, the City Council may appoint two (2) Milpitas residents enrolled in grades 9-12, one from each Milpitas area public high school, as non-voting members.

APPLICATION & APPOINTMENT

To apply for service on any City of Milpitas Commission, residents or interested persons must complete a Commission Application and submit the form to the City Clerk. The form may be submitted online, in person, by US postal mail or by e-mail. The form is available from the City Clerk's office or on the City website. If requested, applicants may be asked to complete a supplemental questionnaire.

Copies of applications are provided to the Mayor for their consideration. Per Government Code, the Mayor of a General Law city holds the power of appointment, upon confirmation by the City Council. The City Council must vote to affirm all appointments to Commissions by the Mayor.

Applicants may express interest in serving on more than one Commission. However, residents may only serve on one Commission at a time, except by special exception of the City Council.—City employees may not be appointed to Commissions.

RE-APPOINTMENT

Commissioners may seek to be re-appointed upon expiration of their current term. Re-appointment to a new term is not automatic, but rather must be recommended by the Mayor and confirmed by the City Council. To be considered for re-appointment, commissioners should submit their request in writing to the City Clerk prior to the expiration of their term. The City Clerk will transmit those requests to the Mayor.

RESIGNATION

Commissioners no longer available to serve, or that no longer meet the requirements to serve, must submit their resignation in writing by sending a written communication to the City Clerk and the Mayor pursuant to City Council Resolution No. 7702.—The City Council will be notified of resignations in the bi-weekly City Manager’s Report to the City Council.

California Government Code §54974 requires that—a Notice of Unscheduled Vacancy then be posted for at least ten working days to invite new applicants for the vacant Commission seat.

TERMS OF SERVICE

The term for each Commission seat is a period of three years and the term of service is tied to the Commission seat, not the commissioner. When a new Commissioner is appointed to fill a vacancy, they are appointed to fill the remainder of the term assigned to that Commission seat. Alternate Commissioner terms will be tied to the individual appointed for the duration of their service as an alternate.

Commission Participation

BYLAWS AND ORIENTATION BY STAFF

All City of Milpitas Commissions have written By-Laws by which Commissioners and staff abide, which are written by the City Attorney.—By-laws may be viewed on the City’s website and are provided to all Commissioners from their staff liaison.

A template for the basic edition of all Commission by-laws is included with this handbook, in the appendix.

Links to all Commission’s By-laws can be found online on each Commission page:
<http://www.milpitas.gov/318/Commissions>

The staff liaison shall provide onboarding to newly appointed Commissioners. Extensive training is provided in particular to the Planning Commission, commensurate with those duties related to land use decision making – serving as a quasi-judicial body - per the Milpitas Municipal Code. It is the commissioner's responsibility to ensure staff has up-to-date contact information allowing communication via email for distribution of agendas or other important information.

A nameplate is created for each new Commissioner. Business cards up to 50 each annually may be printed by staff, in house, on City standard format for Commissioners for City business purposes only. City of Milpitas business cards with City logo may not be printed privately or by an outside party.

ANNUAL WORKPLAN

Each Commission shall discuss and prepare its annual work plan, which shall be submitted and approved by City Council. The work plan is a list of the anticipated topics, assignments and goals that Commissioners will focus on over a 12-month period. In turn, the Council may request an annual report listing accomplishments of each Commission based on the work plan. Annual Reports will be submitted to the City Council.

ANNUAL BUDGET

City Council shall allocate \$1,000 annually for each Commission. Funds are to be used towards City Council approved Work Plan tasks and projects, and administrative costs related to the Commission. Those Commissions that determine a need for additional funding shall return to City Council with a stated request for more funds and the purpose for those. City Council shall approve or deny any request for such expenditures.

REQUIRED ATTENDANCE

All appointed Commissioners (and Committee or other ad hoc body members) are expected to attend all regular meetings. Meetings are scheduled at specified times each month or at regular intervals. Attendance and participation in the business of the Commission is necessary for the success of the Commission in achieving its annual work plan goals. When a Commissioner is unable to attend a meeting, it is courteous to notify the City staff liaison and Commission Chair of expected absence.

Attendance is tracked by staff and the City Clerk shall report to the City Council quarterly. If any Commissioner is absent from three or more meetings in a year, that information will be reported to the City Council and can be grounds for removal. This policy allows for another resident to be appointed to the Commission.

POLICY FOR REMOVAL

Commissioners serve at the pleasure of the Mayor and City Council. Commissioners or alternates may be removed for reasons including, but not limited to, the following:

1. Failure to Adhere to Attendance Requirements
2. Harassment of Staff
3. Racist/Sexist Remarks Towards the Public or Other Commissioners
4. Misrepresentation
5. Failure to Meet the Requirements to Serve on a Commission
6. Failure to Adhere to the Ethical Standards Expected of a Commissioner.

PARTICIPATION

When attending Commission meetings, all voting members have the opportunity and right to participate and be heard.—The Chair of the Commission holds the responsibility for decorum at the meetings and shall permit each Commissioner to offer comments and make motions on matters on the meeting agenda.

Additionally, certain Commissions expect participation outside of regularly scheduled meetings.—For example, Planning Commissioners may attend the annual Planners Institute offered by the League of California Cities.—Several Commissions participate in various joint events throughout the year and other participation in Commission events may be required, as identified in the adopted annual work plan.

CELEBRATION

The Mayor and City Council appreciate the service of each and every Commissioner. As a way to express their appreciation, once each year in the spring, the City Council hosts an event to honor current Commissioners for their service.—The Mayor and City Council will allocate funding for the recognition event during the annual budget process.

FUNDRAISING

Certain Commission work plans call for fundraising efforts. Those funds may then be utilized for events, contributions to non-profits, or for other City services.—Money raised on behalf of the City of Milpitas will be held by the City as part of and in accordance with best practices of the city's Finance Department. Disbursement of those funds will require City Council approval.—City staff will work with Commissions to ensure proper accounting procedures and practices are followed to reflect compliance with City and state regulations.

OUTGOING COMMISSIONER PRESENTATIONS

Outgoing commissioners are encouraged to consider sharing their knowledge on lessons learned as a City of Milpitas Commissioner by preparing and making a 15-

minute ~~presenting~~presentation to another City Commission with overlapping subject matter.

Ethics and Expected Standards of Performance

City Commissioners are representatives of the City while serving in their role as volunteer Commissioners, both while in attendance at meetings and while present at City functions as a Commissioner. All Commissioners and Alternate Members shall behave ethically at all times in compliance with the City of Milpitas Anti-Discrimination, Harassment, and Retaliation Policy and Standard Operating Procedure 16-1 “Code of Conduct for Public Officials” (see Appendix B and C). The code requires dedicated service, equal treatment, understanding of potential for and avoiding conflicts of interest, and refraining from participating in political activity while representing the Commission.

Here are links to ethics training courses available:

Fair Political Practices Commission:

<http://www.fppc.ca.gov/learn/public-officials-and-employees-rules-/ethics-training.html>

Institute for Local Government:

<http://www.ca-ilg.org/ethics-education-ab-1234-training>

California's Ralph M. Brown Act

The Brown Act or Open Meetings law is found in the California Government Code section 54950 et seq. The Brown Act was enacted in 1953 to promote transparency and guarantee the public's right to attend and participate in all meetings of local legislative bodies. Those bodies include temporary or permanent commissions, committees, boards or other bodies of a local agency, acting as either a decision-making body (such as Planning Commission) or advisory body (all others). Most importantly, according to this law, all meetings must be properly noticed for participants and for the public. City staff must ensure this occurs for all Commissions.

Notably, a majority of the members of any Commission may not discuss or deliberate on any business within the subject matter jurisdiction of the Commission except at a noticed meeting, and this includes in person interactions as well as serial or indirect communications.

Agendas for all meetings must be posted in advance of the meeting at the location of the meeting site and freely accessible to members of the public. In addition, agendas and minutes must also be posted to the City of Milpitas website. For meetings conducted at Milpitas City Hall, those agendas are posted on the outside noticing board for this purpose at the northwest entry to the building.

Regular Meeting agendas must be posted at least 72 hours before the meeting. Regular meeting dates and times are established in the bylaws or bylaws addendums of those bodies.

Special Meetings are any meeting scheduled outside of the regularly established meeting date and time. The agenda for a special meeting must be posted at least 24 hours in advance.

Meetings that are improperly noticed will be cancelled.

"Serial" meetings, where one Commissioner contacts another, who then contacts another Commissioner by phone, e-mail or in person, to discuss commission business and develop a majority consensus are explicitly prohibited by the Brown Act. All business of the Commission must be detailed on an agenda, posted in advance, and discussed at a duly noticed, public meeting held in an accessible location. Therefore, care must be taken to ensure that if a quorum (half of the members + 1) is gathered at a public or private place, no public business may be discussed. For this purpose, e-mail communications between Commissioners should be avoided including the use of "Reply All" to any staff notices sent via e-mail to the entire Commission. When corresponding with Commissioners, staff should ensure that communications with all Commissioners are conducted via BCC.

City of Milpitas Open Government Ordinance

In 2005, Milpitas City Council adopted the Open Government Ordinance and amended it in 2009. This is the local version of the City’s “Sunshine Law” and ensures that all public business of the city government is conducted in public. It enhances Brown Act requirements. This law is available to read and review in the City’s published Milpitas Municipal Code online, as Title I Chapter 310 found here: https://library.municode.com/ca/milpitas/codes/code_of_ordinances?nodeId=TITIA_D_CH310OPGOOR .

Parliamentary Procedure at Meetings

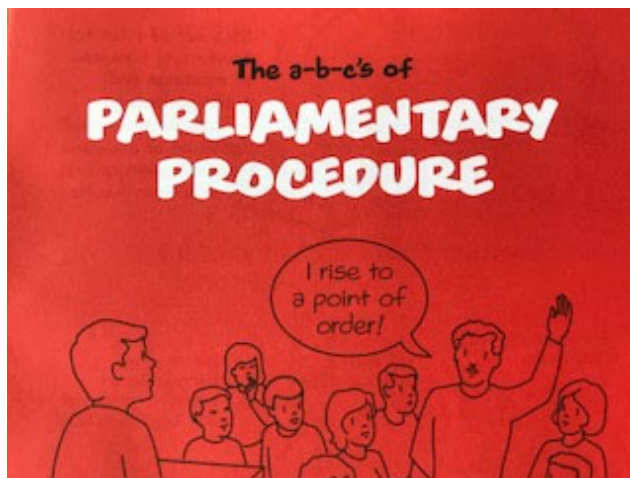
Meetings shall operate using standard parliamentary procedures following an approved meeting agenda.—Most entities follow Robert’s Rules of Order (or, in the alternative, Rosenberg’s Rules of Order). Procedures generally include:

1. Establish and post a written agenda.
2. Agenda includes a Call to Order, Roll Call, note start and ending times.
3. Action by Motions made, seconded, discussed and voted upon.
4. Adjourn the meeting to conclude or continue the meeting.

One Commissioner can make a motion to approve an action, another member shall second the motion aloud, and then the Commission Chair shall call for a vote.—Staff will record the number of votes in favor, the number opposed and any abstaining. The Chair will announce the result of the vote.—Voting is most frequently done by voice, aloud, and may also be done by roll call or by a show of hands.

Motions are not needed to open and close a public hearing, or to adjourn (end) the meeting.—Some training resources are listed on the next page of this handbook.

The City Clerk can provide to each Commissioner one copy of the copyrighted booklet “The a-b-c’s of Parliamentary Procedure” published by Channing Bete.



Resources Available for Commissioners

City of Milpitas web page for Commissions:

<http://www.milpitas.gov/318/Commissions>

League of California Cities— <http://www.cacities.org>

(Ethics, Brown Act and other training available online)

Fair Political Practices Commission— <http://www.fppc.ca.gov>

(Training available on YouTube regarding Forms)

Parliamentary Procedure video <http://www.youtube.com/watch?v=FfnBGolKmbM>

Roberts Rules of Order <http://robertsrulesmadesimple.com/>

<http://www.rulesonline.com/>

Rosenberg's Rules of Order

<https://www.cacities.org/UploadedFiles/LeagueInternet/77/77d4ee2b-c0bc-4ec2-881b-42ccdbbe73c9.pdf>

Conflict of Interest Guidelines

State of California Fair Political Practices Commission (“FPPC”) regulates reporting of potential conflicts of interest, according to the Political Reform Act.—It mandates the filing of annual forms, known as Form 700/Statement of Economic Interests in accordance with the City’s adopted Conflict of Interest Code.—City Council, specified City staff, and certain City Commissioners must file Form 700 with the City Clerk each year.—Its purpose is to reveal any potential conflicts of interest, relative to any financial interests held solely within the City of Milpitas.—Forms must be filed initially when first appointed (Assuming Office), annually by April 1 each year, and then once more when departing the Commission upon resignation or conclusion of the term (Leaving Office).

More information and Form 700 is online at www.fppc.ca.gov .—Contact the Milpitas City Clerk with any questions.

Commissions required to file Form 700:

Arts Commission

Community Advisory Commission

Economic Development & Trade Commission

Energy & Environmental Sustainability Commission

Parks, Recreation and Cultural Resources Commission

Planning Commission

~~Science, Technology & Innovation~~ Technology Commission

APPENDICES

- A. Standardized Commission By-Laws
- B. Anti-Discrimination, Harassment, and Retaliation Policy
- C. Standard Operating Procedure 16-1 “Code of Conduct for Public Officials”
- D. FPPC Form 700 Statement of Economic Interests
- E. City Council Resolution No. 7702 – notification upon resignation

APPENDIX A

Standardized Commission Bylaws

CITY OF MILPITAS COMMISSION BY-LAWS

Section 1. Purpose

A Commission serves as an active advisory group to the City Council on a variety of topics as directed by the City Council. These Commission By-Laws are applicable to all Commissions except for the Planning Commission, which is governed by the Municipal Code, Chapter 500. In addition to these By-Laws, each Commission shall have an addendum that is specific to the Commission and includes information about the Commission scope, member eligibility, and meeting frequency.

Section 2. Membership

A Commission is composed of seven (7) members and two (2) alternates appointed by the Mayor and approved by the City Council. All members and alternates shall be Milpitas residents, 18 years or older, unless otherwise noted in the Commission Bylaws Addendum. In addition to the seven (7) members and two (2) alternates, one (1) Milpitas resident enrolled in grades 9-12 may also be appointed as non-voting member by the Mayor and confirmed by the City Council for all Commissions except for the Youth Advisory Commission. The City Council may appoint a Council liaison to serve on the Commission in a non-voting capacity.

Section 3. Term of Office & Removal

The term of office is three years, or until the seat is filled, for every Commission and is tied to specific seats, not actual Commission members or alternates. A Commission member or alternate is appointed for the term of the seat, which can be less than three years, based on the time of appointment. A Commission member can re-apply at the end of each term.

Members and alternates are expected to attend all meetings.—When any member or alternate has three or more absences in a 12-month period, the City Clerk's Office shall forward this information to the City Council for review and possible removal of the member or alternate from the Commission.—Any member or alternate of the Commission may be removed from office at any time by a simple majority vote of the City Council at a regularly scheduled Council meeting, with or without cause.

Members and alternates may apply for reappointment by submitting a letter or e-mail of interest to the Mayor with a copy to the City Clerk prior to the expiration of their term of office.—Any member or alternate of the Commission who wishes to resign MUST submit a letter of resignation or email to the Mayor with a copy to the City Clerk. Resignations will be confirmed by the City Council at a regularly scheduled Council meeting.

Section 4. Vacancies

Vacancies will be filled for the unexpired portion of the term by the Mayor with the approval of the City Council.

Section 5. Officers

A Chair and Vice Chair will be selected annually at the first meeting of the calendar year from the appointed members for a term of one year. The Chair will call for meetings and preside over all sessions.—In the absence of the Chair and Vice Chair, the member with longest continuous service on the Commission will preside.

Section 6. Meetings

Commissions shall hold regular meetings at a predetermined day, week, time and location. All meetings shall be open to the public.—Should a scheduled meeting occur on a holiday, said meeting will be deferred to the same day of the following week or to a date agreed upon by a majority of the Commission.—Special meetings may be called by majority vote, the Chair, Staff Liaison, or the City Council. No meetings will be held in the month of July.—Notice of any special meeting shall be given as required by law.—Except as otherwise provided by these Bylaws, the Commission shall follow the latest edition of Robert's Rules of Order for the orderly conduct of meetings.

Section 7. Quorum

A quorum is a majority of the total voting seats on the Commission. Any FOUR (4) voting members, including alternates, shall constitute a quorum for the transaction of business. Alternates count towards quorum even when not seated until after the start of a meeting.

Section 8. Voting and Seating of Alternates

Voting authority is extended to the SEVEN (7) regular members.—An alternate member shall vote only if seated in the absence of a regular member. In the event that a regular member is absent, alternate members shall be seated in order of their alternate position.—If a member arrives after an alternate has been seated, the alternate shall remain as the voting member until the end of the meeting.

Section 9. Duties of Commission to be Advisory Only

It is intended that the Commission shall be an advisory body to the City Council.

Section 10. Subcommittees

Other committees within the Commission will be subcommittees of the Commission. The Commission may appoint such subcommittees, with at least one Commission member on the subcommittee, but not more than three members so as not to constitute a quorum.

Section 11. Assistance of Staff

The City Manager of the City of Milpitas shall provide the Commission with such information and staff assistance as the Commission may from time to time request subject to the limitations imposed by the City Council.— The staff member designated by the City Manager shall attend meetings of the Commission, meetings of the Commission subcommittee as necessary, and submit such reports as said Commission may request and as deemed necessary or desirable, subject to limitations imposed by the City Council. The role of the Staff Liaison on a Commission is defined and should be referred to in the City of Milpitas Commissioner Handbook.

Section 12. Amendments

These Bylaws are subject to change through amendments approved by the City Council.

APPENDIX B

Anti-Discrimination, Harassment, and Retaliation Policy

Available at: <http://www.milpitas.gov/DocumentCenter/View/123>

APPENDIX C

CITY OF MILPITAS, CALIFORNIA

STANDARD OPERATING PROCEDURE 16-1

Effective: ~~03-02-1970~~
Revised: ~~03-17-1976~~
06-02-2004

SUBJECT: CODE OF CONDUCT FOR PUBLIC OFFICIALS

The proper operation of democratic government requires that public officials and employees be independent, impartial, and responsible to the people. The purpose of this Code of Conduct is to establish ethical standards of conduct for all such persons and to direct disclosure by such public officials and employees of private, financial or other interests in matters affecting the City. This Code is distinct from the Milpitas Code of Ethics, which applies solely to elected and appointed officials, campaign candidates, city management, and senior staff.

The municipal officials and employees of the City of Milpitas, whether elected or appointed, are "public officials and employees" within the meaning and intent of this Code.

1. Responsibilities of public office.

- a. Public officials and employees are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach.
- b. Public officials and employees are bound to uphold the Constitution of the United States and the Constitution of the State of California and to carry out impartially the laws of the nation, state, and municipality.

2. Dedicated Service.

Public officials and employees should not exceed their authority or breach law or ask others to do so and they should work in full cooperation with other public officials and employees unless prohibited from doing so by law or by officially recognized confidentiality of their work.

3. Fair and Equal Treatment.

- a. Unilateral Communications. No public official or employee should encourage, make, or accept any application or communication from any

party made out of the presence and without the knowledge of other parties in a matter under consideration when such application or communication is designed to influence an official decision or the conduct of the official or other officials, employees, or agencies in order to obtain favored treatment or special consideration to advance the personal or private interests of himself/herself or others.

Any written unilateral communication received by a public official or employee in matters where all interested parties should have equal opportunity for a hearing should be made part of the record by the recipient.—Any oral unilateral communication received under such condition should be written down in substance by the recipient and also made a part of the record.

- b. Use of Public Property.—No public official or employee shall request, use, or permit the use of city-owned vehicles, equipment, materials, or property for personal convenience or profit, except when such services are available to the public generally or are provided as municipal policy for the use of such official or employee in the conduct of official business.

4. Conflict of Interest.

- a. No public official or employee, whether paid or unpaid, shall engage in any business or transaction or shall have a financial interest or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of said official duties.—Personal, as distinguished from financial interests, includes an interest arising from blood or marriage relationships, personal friendships, fraternal relationships or close business or political associations.
- b. Specific conflicts of interests are enumerated below for the guidance of officials.—This list is merely illustrative and not exclusive:
 - (1) Incompatible Employment.—No public official or employee shall engage in or accept private employment or render services from private interests when such employment or services is incompatible with the proper discharge of his/her official duties or would tend to impair his/her independence of judgment or action in the performance of said official duties.—In the event a public official or employee should possess a financial or personal interest in any business or transaction, any presumption of conflict of interest in his/her public duties shall be removed by disclosure of

the nature and extent of such investment to the proper authority for the records of said authority.

- (2) Disclosure of Confidential Information.—No public official or employee shall, without proper legal authorization, disclose confidential information concerning the property, government, or affairs of the City.—Nor shall they use such information to advance the financial or other private interests of themselves over others.
- (3) Gifts and Favors.—No public official or employee shall accept any gift at any time, whether in the form of a service, loan, thing, or promise, from any person, firm or corporation, which to his/her knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the City; nor shall any such official or employee accept a gift, favor or thing of value that may tend to influence him/her in the discharge of his/her duties, or grant in the discharge of said duties any improper favor, service, or thing of value.—The following exceptions may be permitted with the approval of the City Manager:
 - (a) A gift of candy or other perishable food items to the City or department, which is to be kept in the office area and shared by all employees;
 - (b) A gift justified by a personal relationship, which exists outside the realm of City business.

In situations where a public official or employee receives a gift, which is extremely embarrassing to return, the City Manager's Office has draft copies of letters, which might be enclosed to return the gift to the party who sent it.—Anonymous gifts should be given to the City Manager's Office for disposal to a local charity if it has no useful purpose to the City.

- (4) Representing Private Interests Before City Agencies or Courts.—No public official or employee whose salary is paid in whole or in part by the City shall appear in behalf of private interests before any agency of the City; nor shall they represent private interests in any action or proceeding against the interest of the City or in any litigation to which the City is a party.
- (5) Contracts with the City.—The public has a right to assume that City employees are given no special advantages by virtue of their employment.—Whether or not any special advantage exists, an

employee's private involvement in any item bought or sold by the City is subject to criticism and misunderstanding and should be avoided.—In accordance with Section 1090 of the Government Code, City officers and employees are prohibited from bidding on or buying any items offered for sale by the City.—This prohibition includes:

- (a) The auction and sale of bicycles, personal property, and other items confiscated or held for safekeeping by the City; and
- (b) The use of intermediaries to purchase such items for a City of Milpitas employee.

No public official or employee shall become a vendor selling any item to the City.—Further, said officials and employees shall not participate in City purchases to buy anything for themselves, friends or relatives.—Nor shall City purchases be used to secure personal price advantages.

Public officials and employees are cautioned from accepting "discounts" or other advantages offered by vendors to "City Employees."—While these may be legitimate business promotions from ethical businesses, employees should first ensure that they are not compromising themselves or placing the City in a potentially embarrassing position through a conflict with their official duties.

- (6) Disclosure of Interest in Legislation.—Any public official or employee who appears before the City Council and has a financial or private interest in any pending City legislation should disclose such interest on the record of the City Council and thereafter abstain from participating in discussions with or giving an opinion to the Council.
- (7) City officials or employees who discover lost or stolen property should immediately turn it in to the Police Department.—If the property is discovered while on duty, the official or employee is not entitled to receive unclaimed property in accordance with the Civil Code.—However, except for peace officers, unclaimed property discovered when off duty may be claimed in accordance with the law.

5. Political Activity.

In accordance with Title VI, Chapter 101, Section 18, of the City Ordinance Code, no public official or employee shall during hours of work or when dressed in a uniform required in any department of the City or when wearing any City insignia required or permitted in any department of the City or while identifying themselves as an officer or employee of the City of Milpitas, participate in any City, District, County, State, Federal, or other political activity or participate in any nomination, campaign or election.

This does not prevent any officer or employee from:

- a. Becoming or continuing to be a member of a political club or organization;
- b. Attending political meetings;
- c. Enjoying entire freedom from all interference in voting;
- d. Speaking or accepting election or appointment to public office while on leave of absence;
- e. Seeking signatures for any initiative or referendum petition directly affecting rates of pay, hours of work, retirement, civil service or other working conditions provided such activity is not carried on during hours of work;
- f. Distributing badges, pamphlets, dodgers, or hand bills or other participation in any campaign in connection with such petition if the activity is not carried on during hours of work or when dressed in the uniform required in any department of the City.

A violation of any provisions of this Code may constitute a cause for suspension, removal from office or employment or other disciplinary action.

The Council amended this SOP and renamed it to Code of Conduct for Public Officials by Resolution No. 7414 effective June 1, 2004.

16-1/SOP/6-04

APPENDIX D

FPPC Form 700 Statement of Economic Interests



STATEMENT OF ECONOMIC INTERESTS

Date Initial Filing Received
Official Use Only

COVER PAGE

A PUBLIC DOCUMENT

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)

1. Office, Agency, or Court

Agency Name (Do not use acronyms)

Division, Board, Department, District, if applicable

Your Position

► If filing for multiple positions, list below or on an attachment. (Do not use acronyms)

Agency: Position:

2. Jurisdiction of Office (Check at least one box)

- ☐ State ☐ Judge or Court Commissioner (Statewide Jurisdiction)
☐ Multi-County ☐ County of
☐ City of ☐ Other

3. Type of Statement (Check at least one box)

- ☐ Annual: The period covered is January 1, 2018, through December 31, 2018.
 -or- The period covered is / / , through December 31, 2018.
☐ Assuming Office: Date assumed / /
☐ Leaving Office: Date Left / / (Check one circle.)
☐ The period covered is January 1, 2018, through the date of leaving office.
 -or- ☐ The period covered is / / , through the date of leaving office.
☐ Candidate: Date of Election and office sought, if different than Part 1:

4. Schedule Summary (must complete) ► Total number of pages including this cover page:

Schedules attached

- ☐ Schedule A-1 - Investments – schedule attached ☐ Schedule C - Income, Loans, & Business Positions – schedule attached
☐ Schedule A-2 - Investments – schedule attached ☐ Schedule D - Income – Gifts – schedule attached
☐ Schedule B - Real Property – schedule attached ☐ Schedule E - Income – Gifts – Travel Payments – schedule attached

-or- ☐ None - No reportable interests on any schedule

5. Verification

MAILING ADDRESS STREET CITY STATE ZIP CODE
 (Business or Agency Address Recommended - Public Document)
 DAYTIME TELEPHONE NUMBER EMAIL ADDRESS
 ()

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed Signature
 (month, day, year) (File the originally signed paper statement with your filing official.)

Clear Page

Print

FPPC Form 700 (2018/2019)
 FPPC Advice Email: advice@fppc.ca.gov
 FPPC Toll-Free Helpline: 866/275-3772 www.fppc.ca.gov
 Page - 5

APPENDIX E

RESOLUTION NO. 7702

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING THE CITY OF MILPITAS CITY COUNCIL HANDBOOK TO CLARIFY THE PROCEDURES FOR RESIGNATION OF COMMISSIONERS, COMMITTEE MEMBERS OR BOARD MEMBERS FROM CITY COMMISSIONS, COMMITTEES OR BOARDS

WHEREAS, the City of Milpitas ("City") City Council Handbook currently does not provide for a procedure by which Commissioners, Committee members or Board members of City commissions, committees or boards may resign; and

WHEREAS, the City Council wishes to clarify the procedure for resignation from a City commission, committee or board.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Milpitas hereby amends the Section titled "Procedures for Making Appointments and Reappointments" at page 32 of the City Council Handbook by adding a paragraph at the end of the section to read as follows:

"A member of any City commission, committee or board who wishes to resign from their position must submit a written notice of resignation to the City Clerk. Such resignation shall become effective upon receipt of the written notice by the City Clerk. If a written notice of resignation designates an effective date, such resignation shall become effective on the date set in the notice, except when that date extends beyond the commissioner, committee member or board member's term, in which case the effective date of the resignation shall be the date the commissioner's term ends."

PASSED AND ADOPTED this 18th day of September 2007, by the following vote:

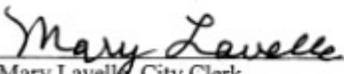
AYES: (5) Mayor Esteves, Vice Mayor Livengood, and Councilmembers Giordano, Gomez and Polanski

NOES: (0) None

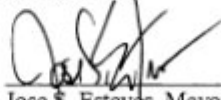
ABSENT: (0) None

ABSTAIN: (0) None

ATTEST:


Mary Lavelle, City Clerk

APPROVED:


Jose S. Esteves, Mayor

APPROVED AS TO FORM:


Steven T. Mattas, City Attorney

Resolution No. 7702



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Waive the Second Reading and Adopt Ordinance No. 128.13 Amending Chapter 14 of Title I of the Milpitas Municipal Code Regarding the Salaries of the Milpitas Mayor and City Council (Staff Contact: Matt Cano, Assistant City Manager, 408-586-3012)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	5/5/2026
Recommendation:	Move to waive the second reading and adopt Ordinance No. 128.13 amending Chapter 14 of Title I of the Milpitas Municipal Code to revise language relating to Mayor and City Council salaries.

BACKGROUND:

This Ordinance was introduced at the City Council meeting held on [September 16, 2025](#). The Ordinance is now ready for its second reading and adoption.

The proposed Ordinance will amend Chapter 14, Title I of Milpitas Municipal Code to:

- (1) Adjust the salary of each member of the City Council, including the Mayor, to \$1,900 per month (\$22,800 per year), as authorized under Government Code Section [36516](#), further adjusted upward by 5.6% to reflect cumulative CPI inflation since January 1, 2024, resulting in a codified salary of \$2,006.40 per month;
- (2) Provide the position of Mayor an additional salary increment of \$400 per month (\$4,800 per year), as authorized under Government Code Section 36516.1, further adjusted upward by the same 5.6% CPI factor, resulting in a codified mayoral increment of \$422.40 per month; and;
- (3) Make the effective date of the Mayor's additional increment the same as that of the rest of the City Council.

ANALYSIS:

Waiving the second reading is commonplace for ordinances previously considered by the Council and returning for adoption without substantial changes from the initial introduction. No substantive changes have been made to the Ordinance since its introduction on September 16, 2025.

POLICY ALTERNATIVE(S):

Not applicable.

PROJECT SCHEDULE/KEY MILESTONES:

First reading and introduction of the Ordinance occurred on September 16, 2025. Following adoption on May 5, 2026, the Ordinance will take effect 30 days thereafter, on June 4, 2026, or upon the date one or more members of the City Council begins a new term of office following a general municipal election, whichever is later, in accordance with Government Code Section [36516.5](#).

FISCAL IMPACT:

Not applicable.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

Adoption of this Ordinance is not a project pursuant to Cal. Code Regs., tit. 14, Section 15378, as it constitutes an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment

ATTACHMENT(S):

(a) Ordinance 128.13

REGULAR

NUMBER: 128.13

TITLE: OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING THE MILPITAS MUNICIPAL CODE TITLE I, CHAPTER 14 RELATING TO MAYOR AND CITY COUNCIL SALARIES

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of September 16, 2025, upon motion by _____ and was adopted (second reading) by the City Council at its meeting of _____, upon motion by _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Christian Curtis, City Attorney

RECITALS AND FINDINGS:

WHEREAS, the last adjustment to the salaries for the positions of Mayor and City Council was over a decade ago in 2014; and

WHEREAS, California Government Code section 36516 outlines allowable salaries for non-charter cities such as Milpitas and was amended effective January 1, 2024; and

WHEREAS, for the present population of the City of Milpitas, which is greater than 75,000 but less than 150,000, the maximum monthly compensation for councilmembers is \$1,900 per month, adjusted upward by the amount of inflation since January 1, 2024, based upon the California Consumer Price Index, or by an amount equal to 5 percent for each calendar year from the operative date of the last adjustment; and

WHEREAS, the amount of inflation since January 1, 2024 to the effective date of this ordinance is not less than 5.6% based upon the California Consumer Price Index; and

WHEREAS, pursuant to California Government Code section 36516.1, the Mayor of Milpitas, as a duly elected mayor, may be provided with additional compensation in the amount specified herein to compensate the Mayor for performing mayoral duties not otherwise required by members of the City Council; and

WHEREAS, the compensation of Councilmembers and the Mayor at adequate rates is necessary to make public office open, accessible, and feasible to the widest cross-section of the public as fiscally responsible; and

WHEREAS, the City Council wishes to amend the municipal code to provide for salary adjustments as allowed under the California Government Code;

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

SECTION 1. RECORD AND BASIS FOR ACTION

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

SECTION 2. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE I, CHAPTER 14

Title I, Chapter 14 of the City of Milpitas Municipal Code is hereby amended to read as follows:

I-14-1.00 - Purpose

The Ordinance codified in this chapter is enacted pursuant to Section 36516 of the Government Code, as amended, authorizing the Council to provide by ordinance that each member of the Council shall receive a prescribed salary, the amount of which is based upon the population of the City as determined by estimates made by the State Department of Finance, and prescribing the methods by which Council salaries may be increased or decreased in the future. Government Code Section 36516.1 authorizes additional compensation for a Mayor elected pursuant to Section 34900 et. seq. as may be approved by an ordinance adopted by the City Council.

I-14-2.00 - Salaries

Each member of the City Council shall receive as salary the following:

- A. City Council members, including the Mayor, shall receive the sum of \$2,006.40 per month.
- B. The Mayor of the City of Milpitas shall receive an additional sum of \$422.40 per month.

I-14-3.00 - Increase or Decrease in Salary

The salaries provided in this Chapter may be increased or decreased as follows:

- A. Following any new and later estimate of population made by the Department of Finance, up to the sum prescribed for that population group in Section 36516 of the Government Code as amended.
- B. An amount equal to five percent for each calendar year from the operative date of the last adjustment of the salaries in effect, in accordance with Government Code Section 36516(a)(4)(A) as amended.
- C. An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year, in accordance with Government Code Section 36516(a)(4)(B) as amended.
- D. By a majority of the electors voting at any municipal election, in accordance with Government Code Section 36516(b) as amended.
- E. The salaries as so increased or decreased shall become payable only on and after the date upon which one or more members of the Council becomes eligible upon beginning a new term of office following a general municipal election held in the City.

I-14-4.00 - Reimbursement

The salaries prescribed herein are and shall be exclusive of any amounts payable to each member of the Council as reimbursement for actual and necessary expenses incurred by the member of Council in the performance of official duties for the City of Milpitas.

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 36516.5 of the Government Code of the State of California, this Ordinance shall take effect whenever one or more members of the Milpitas City Council becomes eligible for a salary increase by virtue of the council member beginning a new term of office or, pursuant to Section 36937 of the Government Code of the State of California, thirty (30) days from and after the date of its passage, whichever comes later. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve the Second Amendment to the Professional Services Agreement with Berry, Dunn, McNeil & Parker LLC for Enterprise Resource Planning Consulting Services (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Kelli Parmley, Human Resources Director, 408-586-3086)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	5/5/2026
Recommendation:	Approve and authorize the City Manager, or designee, to execute the Second Amendment to the Professional Services Agreement with Berry, Dunn, McNeil & Parker LLC for Enterprise Resource Planning Consulting Services in the amount of \$229,800 in an amount not-to-exceed \$1,215,800.

BACKGROUND:

On [December 12, 2023](#), the City Council authorized a five-year Software-as-a-Service (SaaS) agreement with Tyler Technologies for a replacement financial Enterprise Resource Planning (ERP) system and a new Human Resources Information System (HRIS) in an amount not to exceed \$2,123,588.

On [April 16, 2024](#), the City Council approved and authorized the City Manager to execute a three-year Professional Services Agreement (PSA) with Berry, Dunn, McNeil & Parker LLC (BerryDunn) for ERP Consulting Services in an amount not to exceed \$375,500, with change order authority for an additional two years and compensation changes up to 10%. The original agreement allocated 1,430 project management hours across two implementation phases: Phase I for the financial and procurement modules, and Phase II for the Human Capital Management (HCM) and Payroll modules.

On July 11, 2024, City staff executed Change Order No. 1 to the PSA to add change management services to BerryDunn's scope of work. As the project progressed, it became evident that deploying both phases concurrently was not feasible for an organization of Milpitas's size, as key staff members required to lead Phase II were simultaneously carrying significant Phase I responsibilities. Accordingly, the Phase II HCM/Payroll go-live was postponed.

On [April 1, 2025](#), the City Council approved Amendment No. 1 to the PSA, authorizing an additional \$610,500 (2,442 hours) to sustain project management support through an anticipated Phase II go-live of July 2026. That amendment reflected the increased scope of work required to fully replace the legacy financial system and the substantial demands placed on City staff in managing a Citywide implementation alongside ongoing operational responsibilities.

ANALYSIS:

Following the approval of Amendment No. 1, BerryDunn continued to provide dedicated project management and change management services in support of both the Phase I financial modules and Phase II HCM/Payroll deployment. Phase I – encompassing general ledger, accounts payable, accounts receivable, fixed assets, budgeting, procurement, and project management modules – achieved go-live on July 1, 2025.

As Phase I continued and planning for Phase II advanced in earnest, the Finance Director and Human Resources Director determined that proceeding with a July 2026 HCM/Payroll cutover would not be in the best interest of the City or its employees. Unlike Phase I, which was largely limited to City staff responsible for finance and procurement functions, Phase II will touch every City employee through payroll processing, timekeeping, and employee self-service. The City is simultaneously transitioning from a legacy payroll system

in use for nearly 30 years and deploying, for the first time, a purpose-built Human Resources Information System – a combination that carries significant organizational change management implications for every department and every employee. Proceeding on an accelerated timeline would have risked payroll errors, data integrity issues, and workforce disruption that were not acceptable outcomes for a deployment of this scope.

Accordingly, staff extended the Phase II HCM/Payroll go-live to January 2027, providing the additional preparation time necessary to configure, test, and validate both systems to the standard required for a reliable and successful deployment. This decision reflects the exercise of professional judgment by the Finance Director and Human Resources Director, consistent with their responsibility to deliver a system implementation that serves the long-term operational needs of the City.

To sustain BerryDunn's project management support through the revised January 2027 Go-Live, BerryDunn submitted Change Order No. 3 on March 2, 2026, estimating an additional 820 service hours: 120 hours per month for six months plus 100 hours for transitional close-out services. The hourly rate remains at \$250 through July 31, 2026, after which it increases to \$265 per hour in accordance with Change Order No. 2. Travel expenses will continue to be billed as incurred. The total cost is \$229,800, comprised of \$217,300 in professional services and \$12,500 in estimated travel.

The table below summarizes the cost components of the Second Amendment:

Service Period	Hours	Hourly Rate	Extended Cost
Project Management (July 2026 – January 2027)	820	\$250 – \$265*	\$217,300
Travel (Estimate)		As incurred	\$12,500
Total – Second Amendment	820		\$229,800

* Rate of \$250/hour applies through July 31, 2026; rate increases to \$265/hour effective August 1, 2026 per Change Order No. 2.

BerryDunn's continued involvement is essential to a successful Phase II deployment. Their team has accumulated over two years of institutional knowledge of the City's business processes, Tyler ERP configuration, and organizational dynamics. The Phase II HCM/Payroll go-live will affect every City employee and every department. Maintaining continuity of project management support is the most effective means of protecting the City's substantial investment in this endeavor and ensuring a deployment that meets the operational needs of the organization.

POLICY ALTERNATIVE(S):

Alternative No. 1: Do not approve the staff recommendation.

Pro: The City would not incur an additional \$229,800 in consulting expenditure.

Con: Without continued BerryDunn project management support, the Phase II HCM/Payroll implementation would be at significant risk. The Finance Director and Human Resources Director – who serve as the City's internal business owners for this implementation – carry substantial concurrent responsibilities, including budget development, labor negotiations, and day-to-day departmental operations. Internal staff do not have the available bandwidth to absorb full project management responsibilities at this critical and most operationally complex phase of the deployment.

Reason for not recommending: The additional project management hours represent a well-defined, bounded scope of work with a known cost. Foregoing external support at this stage introduces unacceptable risk to a multi-year, multi-million dollar Citywide investment that will affect every City employee and the residents and businesses the City serves.

PROJECT SCHEDULE/KEY MILESTONES

Milestone	Date
City Council approves Tyler Technologies SaaS Agreement	December 12, 2023
City Council approves original BerryDunn Professional Services Agreement	April 16, 2024
Change Order No. 1 – Change Management Services added to scope	July 11, 2024
Tyler ERP Finance Module go-live (Phase I)	July 1, 2025
City Council approves Amendment No. 1 to BerryDunn PSA	April 1, 2025
Phase II HCM/Payroll go-live extended to January 2027 (staff decision)	2025–2026
BerryDunn Change Order No. 3 (Second Amendment) submitted	March 2, 2026
City Council approves Second Amendment (this action)	May 5, 2026
Human Capital Management / Payroll Module go-live (Phase II)	January 2027

FISCAL IMPACT:

Sufficient funding is available in the Unanticipated City Manager reserve to support this action. This recommended action has no fiscal impact to the General Fund.

The table below summarizes the cumulative contract history for the BerryDunn Professional Services Agreement, reflecting City Council-authorized actions only; Change Order No. 1 (change management services, July 11, 2024) and Change Order No. 2 (rate adjustment) were executed by the City Manager within existing contract authority and are not separately listed.

Contract Action	Council Action Date	Amount
Original Professional Services Agreement	April 16, 2024	\$375,500
Amendment No. 1	April 1, 2025	\$610,500
Second Amendment (this action)	May 5, 2026	\$229,800
Cumulative Contract Value		\$1,215,800

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action is an organizational or administrative activity of the City government that will not result in direct or indirect physical changes in the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, §15378.

ATTACHMENT(S):

N/A.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Updating and Establishing Various User and Regulatory Fees for 607 of 659 Fees Reviewed as Part of the FY 2026-27 User and Regulatory Fee Study, Effective July 6, 2026 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	5/5/2026
Recommendation:	Adopt a resolution updating and establishing user and regulatory fees for 607 of 659 fees examined in the FY 2026-27 fee study, effective July 6, 2026, and establishing an annual inflationary adjustment framework subject to City Council confirmation each fiscal year.

BACKGROUND:

At its [April 21, 2026](#) public hearing, the City Council directed staff to bifurcate the 659-fee FY 2026-27 Proposed Schedule of User and Regulatory Fees into two tracks. The proposed user and regulatory fee schedule was developed in collaboration with ClearSource Financial Consulting (ClearSource), an independent fee study consultant retained by the City to conduct a comprehensive, Citywide cost of service analysis spanning all City departments that charge user and regulatory fees. This consent item addresses the first track which includes 607 fees that decrease, remain unchanged, or increase by no more than ten percent or ten dollars, as well as fees subject to variable project-based changes and structural modifications. The 46 fees proposed to increase by more than ten percent and the six (6) proposed new fees are deferred for separate City Council action with additional analysis.

ANALYSIS:

Table 1 summarizes the 607 fees proposed for adoption by this recommendation and resolution, all at or below the amounts presented at the April 21, 2026 public hearing.

Table 1 – Fees Proposed for Adoption by This Resolution

Category	Count	% of 659 Total
Fees Proposed to Decrease	45	6.8%
Fees Proposed to Remain Unchanged, or Minor Increases Up to 10% or \$10	467	70.9%
Fees with Variable Changes Based on Project Criteria	70	10.6%
Fee Structure Modifications	25	3.8%
Total – Proposed for Adoption	607	92.1%

Table 2 summarizes the 52 fees deferred by Council direction at the April 21, 2026 public hearing, which are not included in this recommended action or resolution.

Table 2 – Fees Not Included in This Resolution (Deferred for Separate Council Action)

Category	Count	% of 659 Total
Fees Proposed to Increase by More Than 10% – FY 2025-26 Rates Carried Forward Pending Council Action	46	7.0%
New Fees – Not Yet Established; Not Included in Exhibit A	6	0.9%
Total – Deferred	52	7.9%

Noticing – No additional public hearing is required. All 607 fees proposed herein are at or below the amounts noticed at the April 21, 2026 public hearing. As this action narrows rather than expands the noticed scope, no supplemental noticing obligation arises under Government Code [Sections 66016](#) or [66018](#).

Effective Date – The originally noticed effective date of July 1, 2026 is no longer achievable from a May 5, 2026 adoption. May 5, 2026 plus the 60-day quiet period required by Government Code [Section 66017](#) yields July 4, 2026, a federal holiday; the operative effective date for fees recommended to be adopted by this resolution is therefore July 6, 2026.

Annual Inflationary Adjustment Framework – The recommended action and resolution establish a framework under which the Finance Director will calculate proposed annual fee adjustments based on CPI-U or City labor cost inflation and present them to the City Council each fiscal year as a consent calendar item for confirmation. No new public hearing is required. The Council retains full discretion to modify, reduce, or decline any proposed adjustment at the time of the annual consent action. This framework remains in effect until the next comprehensive fee study.

Exhibit A – The attached fee schedule reflects 607 fees at their recommended rates and 46 deferred fees at their carried-forward FY 2025-26 rates, clearly notated as such. The six (6) proposed new fees are not included.

Exhibit B – The attached illustration of fee schedule changes for the 607 fees reflects the change from the current 2025-26 rates and the 2026-27 recommended rates included in the fee schedule.

POLICY ALTERNATIVE(S):

Alternative 1: Defer adoption of all fees, including the 607 fees covered by this resolution, pending resolution of the 52 deferred fees.

Pros: This alternative would produce a unified fee schedule action covering all 659 fees in a single resolution.

Cons: This alternative is inconsistent with the City Council's express direction at the April 21, 2026 public hearing; it would delay implementation of 607 fees already approved in concept, continue General Fund or applicable enterprise funds subsidization of individualized services, and defer 45 proposed fee decreases that would benefit applicants currently paying fees above cost of service.

Reason for Not Recommending: The City Council provided clear direction at the April 21, 2026 public hearing to bifurcate the fee schedule and return the 607-fee subset on consent. Deferring the entire schedule is inconsistent with that direction and results in unnecessary delay to fees the City Council has already reviewed through the public hearing process, including necessary fee reductions.

PROJECT SCHEDULE/KEY MILESTONES

Milestone	Date
First Publication of Public Hearing Notice (Gov. Code §§66016, 6062a)	April 10, 2026
Second Publication of Public Hearing Notice (Gov. Code §6062a)	April 17, 2026
Supporting Cost of Service Data Available for Public Review (Gov. Code §66016)	April 10, 2026
City Council Public Hearing	April 21, 2026
City Council Consent Calendar Action – Proposed Adoption of 607-Fee Subset	May 5, 2026
Updated Fee Schedule Effective Date (607 Fees Proposed for Adoption by This Resolution – Gov. Code §66017, 60-Day Period)	July 6, 2026
Deferred Fees (46 fees + 6 new fees) – Return for Council Action	To Be Determined

FISCAL IMPACT:

The fees proposed for adoption by this resolution are forecast to generate approximately \$219,000 in additional annual fee revenue. This represents a portion of the approximately \$304,000 in additional annual fee revenue forecast across all 659 fees examined in the ClearSource study. The 46 deferred higher-increase fees

and the six new fees collectively account for the remainder of that total, which will be quantified and presented to the City Council at the time of the second-track action.

The forecast revenue reflects recalibration of existing fees toward current estimated cost of service and is not intended to fund expanded service levels. Until the City Council takes final action on the 46 deferred fees, those services will continue to be subsidized by the General Fund or applicable enterprise funds, as the carried-forward FY 2025-26 rates do not reflect current estimated cost of service. The 46 deferred fees are not subject to the annual inflationary adjustment framework until final Council action on those fees.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The City finds that the setting or revision of fees pursuant to this Resolution is exempt from environmental review under Public Resources Code Section [21080\(b\)\(8\)](#) of the California Environmental Quality Act, which provides an exemption for the establishment or modification of charges by public agencies which the public agency finds are for the purpose of meeting operating expenses.

ATTACHMENT(S):

- (a) Resolution
- (b) Exhibit A – Fee Schedule Effective July 6, 2026
- (c) Exhibit B - Illustration of Current and Proposed Fees and Fee Schedule Changes

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS UPDATING
AND ESTABLISHING VARIOUS USER AND REGULATORY FEES FOR 607 OF 659
FEES REVIEWED AS PART OF THE FY 2026-27 USER AND REGULATORY FEE
STUDY, EFFECTIVE JULY 6, 2026**

WHEREAS, the City of Milpitas provides a range of user and regulatory services for which it charges fees to recover all or a portion of the Oh God costs incurred in providing those services to individual persons or entities; and

WHEREAS, Article XIII C, Section 1(e) of the California Constitution and Government Code Sections 66014 through 66018 authorize the City to impose fees for such services in amounts not exceeding the estimated reasonable cost of providing the services for which the fees are charged; and

WHEREAS, the City's practice is to conduct a comprehensive cost of service study every three to five years, supplemented by annual inflationary adjustments in intervening years, to ensure that fees remain reasonably related to the cost of providing fee-related services; and

WHEREAS, the last comprehensive citywide user and regulatory fee study was conducted by Matrix Consulting Group and adopted by the City Council on May 15, 2019, and the Master Fee Schedule has since been updated through annual inflationary adjustments, including the interim update adopted on June 18, 2024; and

WHEREAS, the City retained ClearSource Financial Consulting to conduct a new comprehensive user and regulatory fee study, the findings of which form the basis for the fee schedule presented to the City Council for consideration; and

WHEREAS, the Recreation and Community Services Department's cost-recovery framework was last comprehensively addressed through a separate 2019 fee study, followed by the City Council's adoption of Cost Recovery Policy 3-2 on March 16, 2021 by Resolution No. 9049, and the Recreation fees adopted herein have been established consistent with that policy; and

WHEREAS, including to the extent required by Government Code Sections 66016 and 66018, notice of the public hearing on the full proposed fee schedule was published in a newspaper of general circulation pursuant to Government Code Section 6062 and posted as required by law, notice was timely sent to registered interested persons consistent with Government Code Section 60019, and the supporting cost of service data was available for public review for not less than 10 days prior to the hearing; and

WHEREAS, the City Council conducted a duly noticed public hearing on April 21, 2026, at which all interested persons were given an opportunity to be heard on the full proposed fee schedule, including all 659 fees examined in the ClearSource study; and

WHEREAS, at the April 21, 2026 public hearing, the City Council directed staff to present for consent calendar action a resolution adopting 607 of the 659 proposed fees – specifically, fees proposed to decrease, fees proposed to remain unchanged or increase by no more than ten percent or ten dollars, fees with variable changes based on project criteria, and fees undergoing structural modifications – and to return with additional analysis on the 46 fees proposed to increase by more than ten percent and the six proposed new fees; and

WHEREAS, all 607 fees adopted by this Resolution are at or below the amounts presented at the April 21, 2026 public hearing; no fee is adopted herein at a rate higher than what was publicly noticed, and accordingly no supplemental noticing or additional public hearing is required under Government Code Sections 66016 or 66018; and

WHEREAS, adoption of this Resolution on May 5, 2026 means that the 60-day period required by Government Code Section 66017 will expire on July 4, 2026, a federal holiday, and accordingly the fees adopted herein shall be operative beginning July 6, 2026, the first business day following expiration of that period; and

WHEREAS, Government Code Section 66018 requires a public hearing before a city imposes a new fee or increases an existing fee, but does not require a new public hearing for ministerial adjustments made pursuant to a methodology adopted through a noticed public hearing; the City Council nonetheless finds it consistent with sound governance practice to confirm any proposed annual inflationary adjustment by consent calendar action

each fiscal year, thereby retaining explicit City Council oversight of fee levels in years between comprehensive studies; and

WHEREAS, the 46 fees proposed to increase by more than ten percent are not modified by this Resolution; the previously adopted FY 2025-26 rates for those services remain in effect as the operative fees until the City Council takes further action on those fees; and

WHEREAS, the six proposed new fees are not established by this Resolution; no fee currently exists for those services, and the costs associated with those services will continue to be absorbed by the General Fund or applicable enterprise funds until the City Council separately establishes fees for them; and

WHEREAS, the City Council finds that the fees adopted by this Resolution do not exceed the estimated reasonable cost of providing the services, activities, or materials for which the fees are charged; and

WHEREAS, the City Council finds that the setting or revision of fees pursuant to this Resolution is exempt from environmental review under Public Resources Code Section 21080(b)(8) of the California Environmental Quality Act, which provides an exemption for the establishment or modification of charges by public agencies which the public agency finds are for the purpose of meeting operating expenses; and

WHEREAS, all prerequisites for the adoption of these fee changes have been met.

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 Schedule of User and Regulatory Fees, attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted. Exhibit A is organized as follows: (a) 607 fees adopted by this Resolution at their ClearSource-recommended rates; and (b) 46 fees proposed to increase by more than ten percent that are not modified by this Resolution, with the previously adopted FY 2025-26 rates carried forward as the operative fees for those services, clearly notated as deferred and not modified herein. The six proposed new fees are not included in Exhibit A, as no fee currently exists for those services and none is being established by this Resolution.
- (3) The 607 fees adopted by this Resolution shall take effect on July 6, 2026, consistent with the 60-day period required by Government Code Section 66017 following adoption on May 5, 2026. These fees shall supersede all prior fees for the same services upon taking effect. The 46 deferred fees are not modified by this Resolution, and the previously adopted FY 2025-26 rates for those services continue in effect. The six proposed new fees are not established by this Resolution.
- (4) For fees adopted by this Resolution that are designated in Exhibit A as subject to annual inflationary adjustment (fees marked "Y" in the Yearly Inflator column), the Finance Director shall calculate a proposed annual adjustment prior to each fiscal year based on the annual change in either (a) the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Bureau of Labor Statistics for the metropolitan statistical area encompassing the City of Milpitas, or any successor index thereto, or (b) the City's labor cost inflation, consistent with the methodology recommended in the ClearSource Financial Consulting fee study. The Finance Director shall present the proposed adjustment to the City Council each fiscal year as a consent calendar item for confirmation prior to the start of that fiscal year. The City Council's confirmation of the annual adjustment shall not require a new public hearing, as the methodology and authority for such adjustments were established through the noticed public hearing conducted on April 21, 2026. The City Council may, at its discretion, modify, reduce, or decline to confirm any proposed annual adjustment at the time of the consent calendar action. Fees marked "N" in the Yearly Inflator column are not subject to this framework and shall remain at the amounts set forth in Exhibit A until further action of the City Council. The 46 deferred fees are not subject to this framework until the City Council takes final

action on those fees. This annual adjustment framework shall remain in effect until the City Council adopts a new comprehensive user and regulatory fee study.

- (5) Fees established by state statute or other governmental authority, as indicated in Exhibit A, shall be updated automatically to reflect amounts authorized by the applicable authority without further action of the City Council. Specifically, the ambulance service fees set forth in Exhibit A are intended to mirror fees authorized by the Santa Clara County Emergency Medical Services Agency. In the event that the Santa Clara County Emergency Medical Services Agency updates such fees subsequent to the adoption of this Resolution, the fees set forth in Exhibit A shall be deemed to reflect the updated amounts, and in the case of any discrepancy, the amounts authorized by the Santa Clara County Emergency Medical Services Agency shall supersede the amounts listed in Exhibit A. The City shall periodically examine costs to ensure that ambulance fees collected do not exceed the City's program costs of service.
- (6) If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.
- (7) This Resolution shall take effect immediately upon adoption, authorizing staff to undertake all necessary implementation activities. The fees adopted herein shall become operative on July 6, 2026, consistent with Section 3 of this Resolution and the 60-day period required by Government Code Section 66017.

PASSED AND ADOPTED this ____ day of _____, 2026, 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



Schedule of User and Regulatory Fees
Effective July 6, 2026

City of Milpitas

Schedule of User and Regulatory Fees

Description	Page
Building Safety Fees	1
Planning Fees	22
Planning - Neighborhood Beautification Fees	26
Engineering Fees	27
Utilities Service Fees	28
Fire Fees	32
Ambulance Fees	38
Police Fees	40
Animal Regulation Fees	42
Recreation Fees	43
Finance / Administrative Fees	54
City Clerk Fees	55
Information Technology Fees	56

City of Milpitas

BUILDING SAFETY - CONSTRUCTION

New Construction, Additions, Remodels

		Plan Review		Inspection			
Fee Description Occupancy Classification / Square Footage		Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Note	Yearly Inflator
1	Single-Family, Two-Family - New, Additions, Remodels, Additional Dwelling Units					[a],[b]	
	200	\$728.00		\$729.00			Y
	300	\$1,005.00		\$972.00			Y
	400	\$1,282.00		\$1,458.00			Y
	500	\$1,559.00	\$166.20	\$1,944.00	\$194.40		Y
	1,000	\$2,390.00	\$221.60	\$2,916.00	\$194.40		Y
	1,500	\$3,498.00	\$221.60	\$3,888.00	\$291.60		Y
	2,000	\$4,606.00	\$183.60	\$5,346.00	\$388.80		Y
	2,500	\$5,524.00	\$166.20	\$7,290.00	\$388.80		Y
	3,000	\$6,355.00	\$91.80	\$9,234.00	\$170.10		Y
	4,000	\$7,273.00	\$110.80	\$10,935.00	\$243.00		Y
	5,000	\$8,381.00	\$55.40	\$13,365.00	\$121.50		Y
	Tract or Repetitive Fees	25% of Original		Same as Regular			N
Commercial / Multi-Family / Non-Residential - New Construction, Tenant Improvement, and Shell						[a],[b]	
2	A-Assembly - New Construction						
	1,500	\$5,334.00	\$73.60	\$12,150.00	\$89.10		Y
	7,500	\$9,750.00	\$103.20	\$17,496.00	\$139.32		Y
	15,000	\$17,490.00	\$93.97	\$27,945.00	\$149.04		Y
	30,000	\$31,585.00	\$17.39	\$50,301.00	\$63.18		Y
	75,000	\$39,412.00	\$22.86	\$78,732.00	\$25.60		Y
	150,000	\$56,554.00	\$37.40	\$97,929.00	\$65.39		Y
3	A-Assembly - Tenant Improvement						
	500	\$2,113.00	\$77.95	\$3,402.00	\$72.90		Y
	2,500	\$3,672.00	\$117.76	\$4,860.00	\$116.64		Y
	5,000	\$6,616.00	\$103.20	\$7,776.00	\$126.36		Y
	10,000	\$11,776.00	\$19.63	\$14,094.00	\$51.84		Y
	25,000	\$14,720.00	\$25.07	\$21,870.00	\$21.38		Y
	50,000	\$20,988.00	\$30.37	\$27,216.00	\$54.44		Y
4	B - Business - New Construction						
	1,000	\$4,780.00	\$103.48	\$8,505.00	\$91.13		Y
	5,000	\$8,919.00	\$143.72	\$12,150.00	\$145.80		Y
	10,000	\$16,105.00	\$128.13	\$19,440.00	\$155.52		Y
	20,000	\$28,918.00	\$23.66	\$34,992.00	\$65.61		Y
	50,000	\$36,017.00	\$37.26	\$54,675.00	\$32.08		Y
	100,000	\$54,647.00	\$54.85	\$70,713.00	\$70.71		Y

City of Milpitas

BUILDING SAFETY - CONSTRUCTION

New Construction, Additions, Remodels

Fee Description Occupancy Classification / Square Footage	Plan Review		Inspection		Note	Yearly Inflator
	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof		
5 B - Business - Tenant Improvement						
500	\$2,113.00	\$73.60	\$3,888.00	\$72.90		Y
2,500	\$3,585.00	\$114.28	\$5,346.00	\$126.36		Y
5,000	\$6,442.00	\$103.20	\$8,505.00	\$136.08		Y
10,000	\$11,602.00	\$19.63	\$15,309.00	\$58.32		Y
25,000	\$14,546.00	\$25.07	\$24,057.00	\$23.33		Y
50,000	\$20,814.00	\$41.02	\$29,889.00	\$59.38		Y
6 E - Education - New Construction						
500	\$3,118.00	\$123.85	\$4,860.00	\$97.20		Y
2,500	\$5,595.00	\$76.92	\$6,804.00	\$155.52		Y
5,000	\$7,518.00	\$121.24	\$10,692.00	\$174.96		Y
10,000	\$13,580.00	\$22.63	\$19,440.00	\$71.28		Y
25,000	\$16,975.00	\$28.68	\$30,132.00	\$29.16		Y
50,000	\$24,145.00	\$46.93	\$37,422.00	\$74.22		Y
7 E - Education - Tenant Improvement						
100	\$1,282.00	\$277.00	\$1,701.00	\$182.25		Y
500	\$2,390.00	\$239.00	\$2,430.00	\$291.60		Y
1,000	\$3,585.00	\$285.70	\$3,888.00	\$340.20		Y
2,000	\$6,442.00	\$61.20	\$7,290.00	\$121.50		Y
5,000	\$8,278.00	\$69.96	\$10,935.00	\$53.46		Y
10,000	\$11,776.00	\$114.48	\$13,608.00	\$136.08		Y
8 F - Factory - New Construction						
5,000	\$6,996.00	\$23.90	\$9,720.00	\$48.60		Y
25,000	\$11,776.00	\$53.88	\$19,440.00	\$116.64		Y
50,000	\$25,246.00	\$18.08	\$48,600.00	\$34.02		Y
100,000	\$34,284.00	\$10.27	\$65,610.00	\$8.91		Y
250,000	\$49,693.00	\$5.61	\$78,975.00	\$17.01		Y
500,000	\$63,717.00	\$12.67	\$121,500.00	\$24.30		Y
9 F - Factory - Tenant Improvement						
2,000	\$2,944.00	\$21.86	\$3,159.00	\$18.23		Y
10,000	\$4,693.00	\$53.50	\$4,617.00	\$51.03		Y
20,000	\$10,043.00	\$18.88	\$9,720.00	\$18.23		Y
40,000	\$13,818.00	\$10.45	\$13,365.00	\$10.13		Y
100,000	\$20,086.00	\$5.71	\$19,440.00	\$5.59		Y
200,000	\$25,800.00	\$12.55	\$25,029.00	\$12.57		Y

City of Milpitas

BUILDING SAFETY - CONSTRUCTION

New Construction, Additions, Remodels

		Plan Review		Inspection			
Fee Description Occupancy Classification / Square Footage		Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Note	Yearly Inflator
10 H - Hazardous Materials - New Construction							
1,000		\$5,888.00	\$119.50	\$9,720.00	\$97.20		Y
5,000		\$10,668.00	\$169.68	\$13,608.00	\$165.24		Y
10,000		\$19,152.00	\$154.80	\$21,870.00	\$174.96		Y
20,000		\$34,632.00	\$28.86	\$39,366.00	\$73.71		Y
50,000		\$43,290.00	\$37.61	\$61,479.00	\$30.13		Y
100,000		\$62,094.00	\$61.55	\$76,545.00	\$76.70		Y
11 H - Hazardous Materials - Tenant Improvement							
1,000		\$2,944.00	\$57.58	\$5,103.00	\$54.68		Y
5,000		\$5,247.00	\$84.84	\$7,290.00	\$87.48		Y
10,000		\$9,489.00	\$78.27	\$11,664.00	\$92.34		Y
20,000		\$17,316.00	\$14.43	\$20,898.00	\$39.69		Y
50,000		\$21,645.00	\$18.98	\$32,805.00	\$16.04		Y
100,000		\$31,134.00	\$31.05	\$40,824.00	\$40.82		Y
12 I - Licensed Clinics - New Construction							
2,000		\$3,672.00	\$37.89	\$6,561.00	\$33.41		Y
10,000		\$6,703.00	\$52.47	\$9,234.00	\$53.46		Y
20,000		\$11,950.00	\$48.32	\$14,580.00	\$58.32		Y
40,000		\$21,613.00	\$8.89	\$26,244.00	\$24.71		Y
100,000		\$26,947.00	\$11.60	\$41,067.00	\$9.96		Y
200,000		\$38,549.00	\$18.99	\$51,030.00	\$25.36		Y
13 I - Licensed Clinics - Tenant Improvement							
1,000		\$1,257.65	\$27.51	\$2,660.34	\$28.50		Y
5,000		\$2,358.09	\$39.30	\$3,800.48	\$45.61		Y
10,000		\$4,323.17	\$35.37	\$6,080.77	\$48.65		Y
20,000		\$7,860.31	\$6.55	\$10,945.39	\$20.52		Y
50,000		\$9,825.39	\$8.65	\$17,102.17	\$8.36		Y
100,000		\$14,148.56	\$14.15	\$21,282.71	\$21.29		Y
14 M - Mercantile - New Construction							
500		\$3,118.00	\$123.85	\$5,346.00	\$121.50		Y
2,500		\$5,595.00	\$165.56	\$7,776.00	\$174.96		Y
5,000		\$9,734.00	\$151.00	\$12,150.00	\$194.40		Y
10,000		\$17,284.00	\$28.86	\$21,870.00	\$82.62		Y
25,000		\$21,613.00	\$36.85	\$34,263.00	\$33.05		Y
50,000		\$30,825.00	\$60.30	\$42,525.00	\$84.12		Y

City of Milpitas

BUILDING SAFETY - CONSTRUCTION

New Construction, Additions, Remodels

		Plan Review		Inspection			
Fee Description Occupancy Classification / Square Footage		Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Note	Yearly Inflator
15 M - Mercantile - Tenant Improvement							
250		\$1,559.00	\$91.80	\$2,187.00	\$97.20		Y
1,250		\$2,477.00	\$162.08	\$3,159.00	\$136.08		Y
2,500		\$4,503.00	\$139.92	\$4,860.00	\$155.52		Y
5,000		\$8,001.00	\$28.17	\$8,748.00	\$64.80		Y
12,500		\$10,114.00	\$34.63	\$13,608.00	\$27.22		Y
25,000		\$14,443.00	\$56.67	\$17,010.00	\$69.28		Y
16 R-1 - Residential Hotels - New Construction							
2,000		\$12,536.00	\$135.93	\$29,160.00	\$157.95		Y
10,000		\$23,410.00	\$190.10	\$41,796.00	\$250.29		Y
20,000		\$42,420.00	\$173.84	\$66,825.00	\$267.30		Y
40,000		\$77,187.00	\$32.12	\$120,285.00	\$113.00		Y
100,000		\$96,458.00	\$42.42	\$188,082.00	\$45.93		Y
200,000		\$138,878.00	\$69.42	\$234,009.00	\$116.90		Y
17 R-1 - Residential Hotels - Tenant Improvement							
500		\$2,944.00	\$129.00	\$6,804.00	\$145.80		Y
2,500		\$5,524.00	\$180.76	\$9,720.00	\$233.28		Y
5,000		\$10,043.00	\$167.62	\$15,552.00	\$247.86		Y
10,000		\$18,424.00	\$30.71	\$27,945.00	\$105.30		Y
25,000		\$23,030.00	\$40.17	\$43,740.00	\$42.77		Y
50,000		\$33,073.00	\$65.73	\$54,432.00	\$108.86		Y
18 R-2 - Residential Multi-Family - New Construction							
2,000		\$26,109.00	\$14.74	\$37,179.00	\$200.48		Y
10,000		\$27,288.00	\$220.57	\$53,217.00	\$318.33		Y
20,000		\$49,345.00	\$201.54	\$85,050.00	\$340.20		Y
40,000		\$89,652.00	\$37.66	\$153,090.00	\$143.78		Y
100,000		\$112,247.00	\$49.35	\$239,355.00	\$58.32		Y
200,000		\$161,592.00	\$80.75	\$297,675.00	\$148.45		Y
19 R-2 - Residential Multi-Family - Tenant Improvement							
500		\$3,775.00	\$170.55	\$7,533.00	\$157.95		Y
2,500		\$7,186.00	\$225.08	\$10,692.00	\$252.72		Y
5,000		\$12,813.00	\$211.94	\$17,010.00	\$272.16		Y
10,000		\$23,410.00	\$38.09	\$30,618.00	\$115.02		Y
25,000		\$29,124.00	\$51.25	\$47,871.00	\$46.66		Y
50,000		\$41,937.00	\$83.87	\$59,535.00	\$118.76		Y

City of Milpitas

BUILDING SAFETY - CONSTRUCTION

New Construction, Additions, Remodels

Fee Description Occupancy Classification / Square Footage	Plan Review		Inspection		Note	Yearly Inflator
	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof		
20 R-4 - Care / Assisted Living - New Construction						
2,000	\$7,550.00	\$83.99	\$16,038.00	\$85.05		Y
10,000	\$14,269.00	\$115.31	\$22,842.00	\$136.08		Y
20,000	\$25,800.00	\$105.97	\$36,450.00	\$145.80		Y
40,000	\$46,994.00	\$19.65	\$65,610.00	\$61.56		Y
100,000	\$58,786.00	\$25.80	\$102,546.00	\$25.03		Y
200,000	\$84,586.00	\$42.22	\$127,575.00	\$63.71		Y
21 R-4 - Care / Assisted Living - Tenant Improvement						
1,000	\$3,775.00	\$85.28	\$8,505.00	\$91.13		Y
5,000	\$7,186.00	\$112.54	\$12,150.00	\$145.80		Y
10,000	\$12,813.00	\$105.97	\$19,440.00	\$155.52		Y
20,000	\$23,410.00	\$19.05	\$34,992.00	\$65.61		Y
50,000	\$29,124.00	\$25.63	\$54,675.00	\$26.73		Y
100,000	\$41,937.00	\$41.93	\$68,040.00	\$68.04		Y
22 S-1 - Storage Moderate Hazard - New Construction						
1,000	\$4,780.00	\$103.48	\$8,019.00	\$85.05		Y
5,000	\$8,919.00	\$138.18	\$11,421.00	\$136.08		Y
10,000	\$15,828.00	\$125.36	\$18,225.00	\$145.80		Y
20,000	\$28,364.00	\$23.66	\$32,805.00	\$61.56		Y
50,000	\$35,463.00	\$30.61	\$51,273.00	\$25.27		Y
100,000	\$50,769.00	\$50.09	\$63,909.00	\$64.33		Y
23 S-2 - Storage Low Hazard - New Construction						
1,000	\$2,305.02	\$50.42	\$4,682.20	\$50.17		Y
5,000	\$4,321.91	\$72.03	\$6,688.85	\$80.27		Y
10,000	\$7,923.51	\$64.83	\$10,702.16	\$85.62		Y
20,000	\$14,406.38	\$12.01	\$19,263.89	\$36.12		Y
50,000	\$18,007.97	\$15.85	\$30,099.83	\$14.72		Y
100,000	\$25,931.48	\$25.93	\$37,457.56	\$37.46		Y
24 S - Storage - Tenant Improvement						
500	\$2,113.00	\$73.60	\$2,916.00	\$60.75		Y
2,500	\$3,585.00	\$114.28	\$4,131.00	\$106.92		Y
5,000	\$6,442.00	\$106.68	\$6,804.00	\$106.92		Y
10,000	\$11,776.00	\$19.63	\$12,150.00	\$43.74		Y
25,000	\$14,720.00	\$25.77	\$18,711.00	\$18.47		Y
50,000	\$21,162.00	\$42.17	\$23,328.00	\$47.01		Y

City of Milpitas

BUILDING SAFETY - CONSTRUCTION

New Construction, Additions, Remodels

Fee Description Occupancy Classification / Square Footage	Plan Review		Inspection		Note	Yearly Inflator
	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof		
25 U - Utility - Misc - New Construction						
150	\$1,646.00	\$167.50	\$1,944.00	\$162.00		Y
750	\$2,651.00	\$159.33	\$2,916.00	\$162.00		Y
1,500	\$3,846.00	\$190.47	\$4,131.00	\$226.80		Y
3,000	\$6,703.00	\$32.71	\$7,533.00	\$91.80		Y
7,500	\$8,175.00	\$50.33	\$11,664.00	\$38.88		Y
15,000	\$11,950.00	\$82.37	\$14,580.00	\$98.97		Y
26 U - Utility - Misc - Tenant Improvement						
100	\$1,005.00	\$160.25	\$1,458.00	\$121.50		Y
500	\$1,646.00	\$183.60	\$1,944.00	\$194.40		Y
1,000	\$2,564.00	\$202.60	\$2,916.00	\$243.00		Y
2,000	\$4,590.00	\$30.60	\$5,346.00	\$97.20		Y
5,000	\$5,508.00	\$47.80	\$8,262.00	\$38.88		Y
10,000	\$7,898.00	\$78.22	\$10,206.00	\$98.97		Y
27 Shell Building						
5,000	\$6,719.00	\$30.39	\$11,664.00	\$25.52		Y
25,000	\$12,797.00	\$40.93	\$16,767.00	\$39.85		Y
50,000	\$23,030.00	\$37.61	\$26,730.00	\$42.77		Y
100,000	\$41,834.00	\$6.88	\$48,114.00	\$18.14		Y
250,000	\$52,154.00	\$9.07	\$75,330.00	\$7.29		Y
500,000	\$74,836.00	\$14.84	\$93,555.00	\$18.56		Y

[a] Amounts exclude City of Milpitas standard permitting fees and State of California fees.

[b] Each fee listed in this schedule is based on the estimated service time required to perform a standard service request. Additional fees may be charged on an hourly basis should the staff time spent exceed the allotted time based on the fees charged.

City of Milpitas

BUILDING SAFETY - MISCELLANEOUS

Fee Description	Fee	Charge Basis	Note	Yearly Inflator
MISCELLANEOUS FEES - RESIDENTIAL			[b]	
Combination Permits				
1 Attached Garage - 1 to 3 cars	\$1,457		[a]	Y
2 Detached Garage or Accessory Structure	\$1,260		[a]	Y
3 Bathroom Remodel (1 or more if inspected at same time)	\$1,059		[a]	Y
4 Kitchen Remodel	\$1,059		[a]	Y
5 Kitchen and Bathroom Remodel (1 or more bathroom if inspected at same time)	\$1,545		[a]	Y
6 Patio Enclosure / Sunroom	\$1,440		[a]	Y
7 Garage conversion	\$1,371		[a]	Y
8 Green House	\$1,128		[a]	Y
9 Patio Cover	\$1,128		[a]	Y
10 Window, Skylight or Exterior Door Replacement				
a) Frame to remain (Retrofit) (1-9)	\$209		[a]	Y
b) Frame to remain (Retrofit) (10+)	\$330		[a]	Y
c) Frame replaced (1-3)	\$330		[a]	Y
d) Frame replaced (4-10)	\$573		[a]	Y
e) Frame replaced (11-20)	\$816		[a]	Y
f) Frame replaced (20+)	\$1,059		[a]	Y
Miscellaneous Construction				
11 Wood Fences over 7' high, concrete / masonry over 4' high	\$850		[a]	Y
12 Sound Wall	\$1,492		[a]	Y
13 Structural Roof Conversions	\$1,232		[a]	Y
14 AC Condenser Replacement	\$304			Y
15 Furnace Replacement	\$365			Y
16 Water Heater Replacement	\$365			Y
17 Solar Permit				
a) 15kW or less	\$450			N
b) Above 15kW – base	\$450	base		N
c) Above 15kW – per kW	\$15	per kW		N
18 Solar Thermal				
a) 10kWth or less	\$450			N
b) 10kWth or more - base	\$450	base		N
c) 10kWth or more – per kWth	\$15	per kWth		N

City of Milpitas

BUILDING SAFETY - MISCELLANEOUS

Fee Description	Fee	Charge Basis	Note	Yearly Inflator
19 Fireplace reconstruction	\$712		[a]	Y
20 Siding/stucco replacement	\$608			Y
21 Seismic Strengthening	\$712		[a]	Y
22 Demolition Permit				
a) Accessory Structures Demolition	\$399		[a]	Y
b) Interior Non-Structural Demolition	\$469		[a]	Y
c) Total Building Demolition	\$712		[a]	Y
23 Miscellaneous Construction Not Listed				
a) Permit Issuance Fee	\$174			Y
b) Plan Review and Inspection	See hourly rates for Plan Review and Inspection			N
MISCELLANEOUS FEES - MULTI-FAMILY AND COMMERCIAL			[b]	
Miscellaneous Construction				
24 Permit Issuance Fee	\$174			Y
25 Equipment Installation				
a) Each Type - Plan Review	\$554			Y
b) Each 2 pieces or fraction thereof - Inspection	\$486			Y
26 Racks, each type				
a) Each Rack Type	\$919			Y
b) Each 5 racks or fraction thereof	\$243			Y
27 Roof Screen	\$1,162		[a]	Y
28 Fences	\$1,162		[a]	Y
29 Monument Sign				
a) Each Piece - Not Electrical	\$763		[a]	Y
b) Each Piece - Including Electrical	\$954		[a]	Y
30 Wall Mounted Sign				
a) Not Electrical	\$520		[a]	Y
b) Including Electrical	\$711		[a]	Y
31 Solar Permit				
a) 50kW or less	\$1,000			N
b) 50kW – 250kW – Base	\$1,000	base		N
c) 50kW – 250kW – per kW above 50kW	\$7	per kW		N
d) Above 250kW – base	\$2,400	base		N
e) Above 250kW – per kW	\$5	per kW		N

City of Milpitas

BUILDING SAFETY - MISCELLANEOUS

Fee Description	Fee	Charge Basis	Note	Yearly Inflator
32 Solar Thermal				
a) 30kWth or less	\$1,000			N
b) 30kWth – 260kWth – Base	\$1,000	base		N
c) 30kWth – 260kWth – per kWth above 30kWth	\$7	per kWth		N
d) 260+ kWth – Base	\$2,610	base		N
e) 260+ kWth – per kWth above 260kWth	\$5	per kWth		N
33 Demolition Permit				
a) Equipment Demolition:				
i) First 4 Pieces	\$260		[a]	Y
ii) Fee for Each Additional 4 Pieces or Fraction Thereof	\$122		[a]	Y
b) Interior Non-Structural Demolition	\$625		[a]	Y
c) Total Building Demolition	\$868		[a]	Y
34 Window, Skylight or Exterior Door Replacement				
a) Plan Check Fee - (min. 1 hr) - per hour	\$277	per hour		Y
b) Inspection Fee				
i) up to 2	\$486			Y
ii) 3-10	\$972			Y
iii) above 10 - base	\$972			Y
iv) above 10 - each 10 or fraction thereof	\$243			Y
35 Kiosks				
a) Plan Check Fee - (min. 1 hr) - per hour	\$277	per hour		Y
b) Inspection Fee				
i) up to 200 sq ft	\$243			Y
ii) above 200 sq ft	\$486			Y
36 Miscellaneous Construction Not Listed	See hourly rates for Plan Review and Inspection			N
Other Plan Check, Inspection and Permit Fees				
37 Certificate of Occupancy (inspection, record review, printing)				
a) Tenant space up to 400 sq ft	\$252			Y
b) Tenant space over 400 sq ft	\$738			Y
38 Temporary Building Permit Issuance ***	\$451			Y
39 Accessibility Exception Request	\$641			Y
40 Christmas Tree Lot	\$330			Y
41 Faithful Performance Bond Execution	\$364			Y
42 Inspection Investigation Fee (Construction w/o Permits, Per MMC)	100% of insp. Fee			N

City of Milpitas

BUILDING SAFETY - MISCELLANEOUS

Fee Description		Fee	Charge Basis	Note	Yearly Inflator
RESIDENTIAL, MULTI-FAMILY, COMMERCIAL, AND MEP FEES				[b]	
Grading					
43	Permit Issuance Fee	\$174			Y
44	Plan Check				
	a) 0 - 10,000 Cubic Yards	\$554			Y
	b) Add for each additional 10,000 CY or fraction thereof	\$139			Y
	c) Over 100,000 Cubic Yards	\$1,801			Y
	d) Over 100,000 Cubic Yards – add for each additional 10,000 CY or fraction thereof	\$69			Y
45	Inspection				
	a) 0 - 10,000 Cubic Yards	\$851			Y
	b) Add for each additional 10,000 CY or fraction thereof	\$122			Y
	c) Over 100,000 Cubic Yards	\$1,944			Y
	d) Over 100,000 Cubic Yards – add for each additional 10,000 CY or fraction thereof	\$61			Y
Site Improvement					
46	Permit Issuance	\$174			Y
47	Plan Check				
	a) 0-50,000 SF	\$2,770			Y
	b) 50,001-100,000 SF	\$3,878			Y
	c) 100,001-500,000 SF	\$11,080			Y
	d) 500,001+ SF	\$1.66	per 100 SF		Y
48	Inspection				
	a) 0-50,000 SF	\$3,888			Y
	b) 50,001-100,000 SF	\$5,832			Y
	c) 100,001-500,000 SF	\$12,150			Y
	d) 500,001+ SF	\$2.03	per 100 SF		Y
Pools or Spas					
49	Swimming Pool or Spa				
	a) Private	\$1,127		[a]	Y
	b) Public	\$2,167		[a]	Y
50	Swimming Pool and Spa Together				
	a) Private	\$1,890		[a]	Y
	b) Public	\$2,930		[a]	Y
51	Existing Pools / Spas – Repair or Renovation	\$607		[a]	Y

City of Milpitas

BUILDING SAFETY - MISCELLANEOUS

Fee Description		Fee	Charge Basis	Note	Yearly Inflator
Re-Roofing				[c]	
52	Single-Family and Two-Family	\$695			Y
53	Multi-Family, Residential, each building				
	a) Roof Area - 1,000 SF or Less	\$695			Y
	b) Roof Area - 1,001 SF - 3,500 SF	\$1,181			Y
	c) Roof Area - 3,501 SF - 7,000 SF	\$1,788			Y
	d) Roof Area - 7,001 SF - 14,000 SF	\$2,882			Y
	e) Roof Area - 14,001+ SF				
	i) Base Fee for First 14,000 SF Roof Area	\$2,882			Y
	ii) Fee for Each Additional 100 SF or Fraction Thereof	\$16			Y
54	Commercial/Industrial, each building				
	a) Roof Area - 1,000 SF or Less	\$938			Y
	b) Roof Area - 1,001 SF - 3,500 SF	\$1,545			Y
	c) Roof Area - 3,501 SF - 7,000 SF	\$2,274			Y
	d) Roof Area - 7,001 SF - 14,000 SF	\$3,611			Y
	e) Roof Area - 14,001+ SF				
	i) Base Fee for First 14,000 SF Roof Area	\$3,611			Y
	ii) Fee for Each Additional 100 SF or Fraction Thereof	\$20			Y
Miscellaneous Fee					
55	Change of Address	\$694	per request		Y
56	Extension of Plan Check	\$87			Y
57	Extension of Permit	\$87			Y
58	Records Research	\$87			Y
59	Records Research with Documentation, per Address	\$131	per address		Y
60	Report of Monthly or Yrly Bldg Permit Activity (no charge to public agencies)	\$87			Y
61	Re-issuing of Building Permit Card	\$58			Y
62	Alternative Materials or Methods of Construction	\$831			Y

City of Milpitas

BUILDING SAFETY - MISCELLANEOUS

Fee Description	Fee	Charge Basis	Note	Yearly Inflator
Other Plan Check and Inspection Permit Fees				
63 Inspection Investigation Fee (Construction w/o Permits, Per MMC)	100% of insp. Fee			N
64 Reinspection Fee - per reinspection	\$365	per reinspection		Y
65 Revision / Deferred Submittal Plan Check - per hour	\$277	per hour		Y
66 Digitizing				
a) Document Size up to 11"x17"				
i) 1st 10 pages	\$1	each		N
ii) Each additional page	\$0.50	each		N
b) Document Size Larger than 11"x17"	\$4	per page		N
Hourly Rates				
67 Hourly Rates - Normal Business Hours				
a) Plan Check	\$277			Y
b) Inspection	\$243			Y
68 Hourly Rates - Afterhours (Overtime)				
a) Plan Check	\$332			Y
b) Inspection	\$292			Y
Standard Permitting Fees				
69 Community Planning Fee - % of Building Permit	5.00%			N
70 Technology Fee - % of Building Permit	3.80%			N
State Fees				
71 Strong Motion Instrumentation and Seismic Hazard Mapping Fees: *				
a) Category 1 - Residential - Min Fee = \$0.50	Val. x 0.00013			N
b) Category 2 - All Other Buildings - Min Fee = \$0.50	Val. x 0.00028			N
72 Building Standards Administration Special Revolving Fund: *				
Permit Valuation				
a) \$1-\$25,000	\$1			N
b) \$25,001 - \$50,000	\$2			N
c) \$50,001 - \$75,000	\$3			N
d) \$75,001 - \$100,000	\$4			N
e) Every \$25,000 or fraction thereof above \$100,000	\$1			N

City of Milpitas

BUILDING SAFETY - MISCELLANEOUS

Fee Description	Fee	Charge Basis	Note	Yearly Inflator
ELECTRICAL				
73 Electrical Permit Issuance **	\$174			Y
74 Plan Check Fee - (min. 1 hr) - per hour	\$277	per hour		Y
75 Receptacle Outlets, multiple on one circuit				
a) First 20	\$122			Y
b) Each additional 20	\$122			Y
76 Receptacles or Junction box, fed from dedicated circuit - each	\$61	each		Y
77 Switches, Dimmers, Occupancy sensors, Sensor Power Packs, etc.				
a) First 20	\$122			Y
b) Each additional 20	\$122			Y
78 Lighting Fixtures, Sockets				
a) First 20	\$122			Y
b) Each additional 20	\$122			Y
79 Track lighting with fixtures - per linear feet	\$1.22			Y
80 Pole/Platform-Mounted/Theatrical Fixtures - each	\$61	each		Y
81 Circuit Breaker Panel/Subpanel, Lighting Control Panel – each	\$101	each		Y
82 Residential Equipment, hardwired from dedicated circuit – each	\$61	each		Y
83 Commercial Equipment, hardwired from dedicated circuit – each	\$101	each		Y
84 Power pole for cubicles	\$61	each		Y
85 Generator				
a) Portable	\$122	each		Y
b) 10 kW or less	\$122	each		Y
c) More than 10 kW	\$182	each		Y
86 Electrical vehicle charging station				
a) Residential	\$61			Y
b) Commercial	\$122			Y
87 HEPA filter				
a) First 20	\$122			Y
b) Each additional 20	\$122			Y
88 Time Clock	\$61	each		Y
89 Sign, lighting systems from one branch circuit				
a) First one	\$243			Y
b) Each additional	\$122			Y

City of Milpitas

BUILDING SAFETY - MISCELLANEOUS

Fee Description	Fee	Charge Basis	Note	Yearly Inflator
90 Services				
a) Not over 200 amps (new or change) – each	\$122	each		Y
b) 201 amps - 1000 amps (new or change)	\$243	each		Y
c) Over 1000 amperes (new or change)	\$304	each		Y
91 Power Apparatus (UPS) or Transformer	\$101	each		Y
92 Miscellaneous Apparatus, Conduits & Conductors	\$101	each		Y
93 Construction Temporary Power Pole with service panel, each pole	\$122			Y
94 Elevator	\$243	each		Y
95 Special Circuitry, per circuit	\$101	per circuit		Y
MECHANICAL				
96 Mechanical Permit Issuance **	\$174			Y
97 Plan Check Fee (min.1 hr)	\$277	per hour		Y
98 Install Furnace or Heater, Residential (not including duct work)	\$162			Y
99 Install, Relocate, Replace Flue Vent (not including with appliance)	\$122			Y
100 Install Hood with Mechanical Exhaust				
a) Residential	\$122			Y
b) Commercial	\$243			Y
101 Duct Work per VAV or Single Zone System	\$101			Y
102 Install Industrial-type Incinerator	\$182			Y
103 Install				
a) Boiler (each)	\$122	each		Y
b) Condenser, VAV or Fan Coil 0-5 ton <2000 CFM (each)	\$122	each		Y
c) Condenser, VAV or Fan Coil Over 5 ton >2000 CFM (each)	\$243	each		Y
104 Roof-top HVAC package unit including duct work	\$243			Y
105 Dryer vent				
a) Dryer vent, residential	\$122	each		Y
b) Dryer vent, commercial	\$243	each		Y
106 Pump	\$182	each		Y
107 Install/Replace Fire or Fire/Smoke Dampers - 5 (or portion of)	\$122			Y
108 Non-portable Evaporative Cooler	\$182			Y

City of Milpitas

BUILDING SAFETY - MISCELLANEOUS

Fee Description	Fee	Charge Basis	Note	Yearly Inflator
109 Single Bathroom Ventilation Fan and Duct	\$101			Y
110 Ventilation System, not HVAC	\$122			Y
111 Other Regulated Appliance	\$182			Y
112 Process Piping				
a) Hazardous process piping system				
i) First 4 outlets	\$182			Y
ii) Over 4 outlets - per outlet	\$122	per outlet		Y
b) Non-Hazardous process piping system				
i) First 4 outlets	\$182			Y
ii) Over 4 outlets - per outlet	\$122	per outlet		Y
PLUMBING				
113 Plumbing Permit Issuance **	\$174			Y
114 Plan Check Fee (min. 1 hr) - per hour	\$277	per hour		Y
115 Plumbing Fixtures				
a) First 5 traps (or portion of)	\$182			Y
b) Each Additional trap	\$122			Y
116 Building Drain or Sewer (New or Replacement)	\$182			Y
117 Rain Water Drainage System	\$122			Y
118 Water Heater and Vent	\$182			Y
119 Gas Piping System - (each appliance)	\$122			Y
120 Automatic Gas Shut-off Device (Seismic or Excess Flow) if not part of new gas piping system	\$122			Y
121 Industrial Waste Pre-Treatment System	\$243			Y
122 Grease Trap	\$182			Y
123 Grease Interceptor	\$243			Y
124 Water System Installation				
a) New	\$365			Y
b) Re-pipe	\$243			Y
125 Pump	\$182	each		Y
126 Repair/Alteration of Drain/Vent	\$182			Y
127 Landscape Sprinkler System	\$182			Y
128 Landscape Reclaim Water	\$304	per valve		Y

City of Milpitas

BUILDING SAFETY - MISCELLANEOUS

Fee Description	Fee	Charge Basis	Note	Yearly Inflator
129 Backflow Protection				
a) first 5	\$182			Y
b) each additional 5 (or portion of)	\$122			Y
130 Reclaim Water System, No Irrigation	\$365			Y
131 Private Sewage Disposal System	\$122			Y

* Fees set by the State of California and are subject to change.

** Permit issuance fee. When more than one specialty permit (electrical, mechanical, plumbing) is concurrently issued to one applicant, only one permit issuance fee will be charged.

*** Full permit fees of the main building permit shall be paid prior to issuance of the temporary building permit.

[a] 60% of the permit fee is considered inspection fee for the purpose of processing refund request and applying inspection investigation fee.

[b] Each fee listed in this schedule is based on the estimated service time required to perform a standard service request. Additional fees may be charged on an hourly basis should the staff time spent exceed the allotted time based on the fees charged.

[c] Re-roofing fees assume no plan check required. Additional plan check fees will be charged on an hourly basis, should plan check be required.

City of Milpitas

BUILDING SAFETY - MOBILEHOME PERMIT

Fee Description		Fee	Charge Basis	Note	Yearly Inflator
Mobilehome Permit Fees					
1	Permit Issuance Fee	\$174	each		Y
2	Permits with HCD Standard Plan Approval:	See Item A	each		N
	a) Mobile Home (MH) Unit Installation	\$196 min.	each		N
	b) MH Unit Foundation System	Table B	each		N
	c) Accessory building and structure, and building component	Table B	each	[a]	N
	d) Plumbing	Table C	each		N
	e) Mechanical	Table D	each		N
	f) Electrical	Table E	each		N
	g) Plan Review	N/A	each		N
3	Permits without HCD Standard Plan Approval:	See Item A	each		N
	a) Accessory building and structure, and building component	Table B	each	[a]	N
	b) Plumbing	Table C	each		N
	c) Mechanical	Table D	each		N
	d) Electrical	Table E	each		N
	e) Plan Review				
	i) First submittal	1/2 of total permit	each	[b]	N
	ii) Each resubmittal				
	a) First Hour	\$203	each	[b]	N
	b) Second and subsequent whole hour	\$92	each	[b]	N
	c) Each 1/2 hour, or fractional part thereof	\$46	each	[b]	N
Item A					
4	Permit Fees				
	a) First Inspection:				
	i) First Hour	Sum of all categories (\$196 min.)	each		N
	ii) Second and subsequent whole hour	\$82	each		N
	iii) Each 1/2 hour, or fractional part thereof	\$41	each		N
	b) Re-Inspection (Each subsequent inspection)				
	i) First Hour	\$178	each		N
	ii) Second and subsequent whole hour	\$82	each		N
	iii) Each 1/2 hour, or fractional part thereof	\$41	each		N

City of Milpitas

BUILDING SAFETY - MOBILEHOME PERMIT

Fee Description		Fee	Charge Basis	Note	Yearly Inflator
Table B: Construction Permit Fee					
5	Total Valuation				
	a) Up to \$2,000	\$45.00	each		N
	b) \$2,001 - \$25,000				
	i) Base fee for first \$2,000	\$45.00	each		N
	ii) Fee for each additional \$1,000 or fraction thereof, up to \$25,000	\$9.00	each		N
	c) \$25,001 - \$50,000				
	i) Base fee for first \$25,000	\$252.00	each		N
	ii) Fee for each additional \$1,000 or fraction thereof, up to \$50,000	\$6.50	each		N
	d) \$50,001 - \$100,000				
	i) Base fee for first \$50,000	\$414.50	each		N
	ii) Fee for each additional \$1,000 or fraction thereof, up to \$100,000	\$4.50	each		N
	e) \$100,001 - \$500,000				
	i) Base fee for first \$100,000	\$639.50	each		N
	ii) Fee for each additional \$1,000 or fraction thereof, up to \$500,000	\$3.50	each		N
	f) \$500,001 - \$1,000,000				
	i) Base fee for first \$500,000	\$2,039.50	each		N
	ii) Fee for each additional \$1,000 or fraction thereof, up to \$1,000,000	\$3.00	each		N
	g) \$1,000,001 and Greater				
	i) Base fee for first \$1,000,000	\$3,539.50	each		N
	ii) Fee for each additional \$1,000 or fraction thereof	\$2.00	each		N

City of Milpitas

BUILDING SAFETY - MOBILEHOME PERMIT

Fee Description		Fee	Charge Basis	Note	Yearly Inflator
Table C: Plumbing Permit Fee					
6	Each plumbing fixture, trap, set of fixtures on one trap, including water, drainage piping and backflow protection thereof	\$3.00	each		N
7	Each building sewer	\$14.00	each		N
8	Each private sewage disposal system	\$14.00	each		N
9	Each water heater and/or vent	\$7.00	each		N
10	Each gas piping system for one to five outlets	\$7.00	each		N
11	Each gas piping system for six or more outlets, per outlet	\$1.50	each		N
12	Each gas regulator	\$1.50	each		N
13	Each water branch service outlet or outlets at the same location, or each fixture supply	\$1.00	each		N
14	Each installation of water treating equipment	\$7.00	each		N
15	Alteration or repair of water piping or water treating equipment	\$7.00	each		N
16	Alteration or repair of drainage or vent piping	\$7.00	each		N
17	Each lawn sprinkler system on any one meter, including backflow protection devices	\$7.00	each		N
18	Vacuum breakers or backflow protective devices on tanks, vats, etc., or for installation on unprotected plumbing fixtures:				
	a) One to five	\$7.00	each		N
	b) Over five, each additional	\$3.00	each		N

City of Milpitas

BUILDING SAFETY - MOBILEHOME PERMIT

Fee Description		Fee	Charge Basis	Note	Yearly Inflator
Table D: Mechanical Permit Fee					
19	The installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 BTU	\$14.00	each		N
20	The installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 BTU	\$21.00	each		N
21	The installation or relocation of each floor furnace, including vent	\$7.00	each		N
22	The installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$7.00	each		N
23	The installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$7.00	each		N
24	The repair of, alteration of, or addition to each heating appliance, refrigeration unit, comfort cooling unit, absorption unit, or each comfort heating, cooling, absorption, or evaporative cooling system, including installation of controls	\$14.00	each		N
25	The installation or relocation of each boiler or compressor to and including three horsepower or each absorption system to and including 100,000 BTU	\$14.00	each		N
26	The installation or relocation of each boiler or compressor over three horsepower or each absorption system over 100,000 BTU	\$21.00	each		N
27	Each air handling unit, including ducts attached thereto	\$7.00	each		N
28	For each evaporative cooler other than portable type	\$7.00	each		N
29	For each vent fan connected to a single duct	\$3.00	each		N
30	For each vent ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	\$7.00	each		N
31	Each installation of equipment regulated by this chapter for which no other fee is listed	\$7.00	each		N

City of Milpitas

BUILDING SAFETY - MOBILEHOME PERMIT

Fee Description		Fee	Charge Basis	Note	Yearly Inflator
Table E: Electrical Permit Fee					
32	Each wiring outlet where current is used or controlled, except services, sub-feeders and meter outlets	\$0.35	each		N
33	Each fixture, socket or other lamp holding device	\$0.35	each		N
34	Each motor of not more than 50 h.p.	\$4.25	each		N
35	Each motor of more than 50 h.p.	\$10.50	each		N
36	Each mercury arc lamp and equipment	\$1.00	each		N
37	Each range, water heater or clothes dryer installation	\$7.00	each		N
38	Each space heater or infrared heat installation	\$1.50	each		N
39	Each stationary cooking unit, oven, or space heater	\$1.50	each		N
40	Each garbage disposer, dishwasher, or fixed motor-operated appliance not exceeding ½ h.p.	\$1.50	each		N
41	Working light in buildings in course of construction or undergoing repairs, or where temporary lighting is to be used	\$3.00	each		N
42	Each incandescent electric sign	\$1.50	each		N
43	Electric signs or outline lighting, luminous gas type with: 1 to 4 transformers	\$3.00	each		N
44	Additional transformers, each	\$0.35	each		N
45	Each rectifier and synchronous converter, per kw.	\$0.35	each		N
46	Each additional circuit for a mobile home accessory building or structure or other electrical equipment	\$1.50	each		N
47	Each service:				
	a) 600 volts or less, not over 200-amperes	\$7.00	each		N
	b) 600 volts or less, over 200-amperes	\$10.00	each		N
	c) Over 600 volts	\$14.00	each		N
48	Each installation of equipment regulated by this chapter for which no other fee is listed	\$7.00	each		N

[a] Accessory buildings and structures, and building components includes but not limited to: awning; deck larger than 12 SF, cabana, ramada, private garage, fence over 6 ft. in height, windbreak over 6 ft. in height.

[b] Only one plan review fee will be charged for identical structures submitted in the same permit application.

City of Milpitas

PLANNING

Fee Description		Fee	Note	Yearly Inflator
Special Events				
1	Application Type			
	a) Minor Special Events			
	i) Permit Fee - Application Complete and Received by Standard Deadline	\$284		Y
	ii) Permit Fee - Late Filing	\$426		Y
	b) Regular Special Events			
	i) Permit Fee - Application Complete and Received by Standard Deadline	\$1,106		Y
	ii) Permit Fee - Late Filing	\$1,659		Y
	c) Major Special Events			
	i) Permit Fee - Application Complete and Received by Standard Deadline	\$6,907		Y
	ii) Permit Fee - Late Filing	\$10,361		Y
2	Conceptual Review - Planning Staff Only - per meeting	\$412		Y
Pre-Application Review				
3	Single Family Districts	\$3,211		Y
4	Multi-Family / Non-Residential	\$10,230		Y
Lot Line Adjustment / Parcel Merger				
5	Lot Line Adjustment / Parcel Merger	See Engineering Fees		N
Tentative Maps				
6	Parcel Map	\$15,508		Y
7	Tract Map	\$23,008		Y
Minor Site Development				
8	Over the Counter Review (Per Hour)			
	a) Planning Review	\$275		Y
	b) Land Development Review (if required)	\$250		Y
9	Staff Review - Planning Director, including Telecommunication Facility, Minor	\$3,740	[a],[b]	Y
10	Zoning Administrator			
	a) Staff Review - Zoning Administrator	\$3,608	[a],[b]	Y
	b) Staff Review Hillside - Zoning Administrator	\$5,017	[a],[b]	Y
11	Planning Commission / City Council	\$10,485	[a],[b]	Y
Site Development				
12	Requiring PC / CC Approval	\$20,182	[a],[b]	Y
13	Zoning Administrator	\$15,607	[a],[b]	Y
14	SB35 Housing Project	\$11,773	[a],[b]	Y

City of Milpitas

PLANNING

Fee Description		Fee	Note	Yearly Inflator
Minor Conditional Use Permit				
15	Staff Review	\$1,526	[a],[b]	Y
16	Zoning Administrator	\$1,526	[a],[b]	Y
Conditional Use Permit				
17	Single Family Districts	\$742	[a],[b]	Y
18	Multi-Family / Non-Residential, Including Telecommunication Facility, Major	\$17,629	[a],[b]	Y
Temporary Uses				
19	Temporary Use Permit	\$956	[a],[b]	Y
Signs				
20	Major Sign Permit	\$4,861	[a],[b]	Y
21	Minor Sign Permit- Zoning Administrator (freestanding signs greater than 6 feet and less than 10 feet in height)	\$634	[a],[b]	Y
22	Minor Sign Permit - Planning Director (all other Minor Sign Permits)	\$413		Y
23	Temporary Sign Permit (Including Banners)	\$130		Y
24	Sign Program	\$8,250	[a],[b]	Y
Variance				
25	Single Family Districts	\$1,128	[a],[b]	Y
26	Multi-Family / Non-Residential	\$3,474	[a],[b]	Y
Minor Deviation				
27	Minor Deviation	\$3,575	[a],[b]	Y
Reasonable Accommodation				
28	Reasonable Accommodation Request	\$688		Y
Short-Term Rental				
29	Short-Term Rental - Initial	\$555		Y
30	Short-Term Rental - Renewal	\$555		Y

City of Milpitas

PLANNING

Fee Description	Fee	Note	Yearly Inflator
Deposit-Based Fees			
31 Amendments, General Plan, Zoning, or Specific Plan (Map or Text)	\$20,000	[a],[b]	N
32 Development Agreements	\$20,000	[a],[b]	N
33 Environmental Review/CEQA clearance	\$35,000	[a],[b]	N
34 Planned Unit Development	\$20,000	[a],[b]	N
35 Billboards	\$2,500	[a],[b]	N
36 Initial Deposit to Offset Costs of Legal Review, Peer Review, Other Agency Review, etc.	\$5,000	[b]	N
Miscellaneous			
37 Amendments/Modifications to an Existing Permit			
a) Permit Adjustment	25% of permit fee		N
b) Permit Amendment	50% of permit fee		N
38 Appeal To Planning Commission/City Council	\$2,196	[a],[b]	Y
39 Time Extensions	\$906	[a]	Y
40 Public Noticing	\$633		Y
41 Copies - per page	\$0.10		N
42 Planning Research - per hour	\$275		Y
43 Zoning Conformance Letter	\$259		Y
44 Home Occupation Permit / Business License Review	\$69		Y
45 Tree Removal	\$263		Y
46 Building Plan Check (Per Hour)	\$275		Y
47 Building Inspection (Per Inspection)	\$275		Y
48 Certificate of Occupancy Review	\$138		Y
49 Permit Compliance Review	\$548		Y
50 Letter of Determination / Interpretation	\$1,169		Y
51 Pass Through for Legal Fees	Pass - Through		N
52 Vendor Payment Processing Fees	Pass - Through	[c]	N
53 Technology Fee - % of Permit	3.80%		N

City of Milpitas

PLANNING

Fee Description	Fee	Note	Yearly Inflator
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[a] A public noticing fee will apply to this permit application.

[b] Legal fees will be billed separately through an established PJ.

[c] For payments made using vendor portal services, the applicant shall be responsible for processing fees charged by the vendor, as applicable.

General notes applicable to all fees

[d] As an alternative to the fixed fee amount shown, staff may bill on a time and materials basis, determined by the planning hourly rate, when projects costs are likely to vary significantly from adopted fee amount. In these instances, a deposit may be requested to bill against.

[e] Deposit account (PJs): This deposit will be collected in addition to any other deposits or fixed fees. Any unused deposit amounts will be returned to the applicant. Deposit accounts provide full cost recovery to the City. The cost of staff time is based on fully-burdened hourly rates, including overhead. No flat fees will be added. Overhead includes clerical, facilities, equipment, and other service costs.

[f] Staff will determine the initial deposit based on the project's scope and the typical cost to process the application.

[g] When two or more applications are filed and processed concurrently, the required fee amount will be the largest of the applications, plus 25% of each additional permit.

[h] The 3.8% Technology Charge applies to all deposits and fees, except CEQA.

[i] A 2.4% credit card processing fee applies to all fees paid with a credit card.

City of Milpitas

PLANNING - NEIGHBORHOOD BEAUTIFICATION

Fee Description		Fee	Note	Yearly Inflator
Neighborhood Beautification				
1	1st Violation to Neighborhood Beautification Ordinance	\$100		N
2	2nd Violation to Neighborhood Beautification Ordinance	\$200		N
3	3rd or More Violations to Neighborhood Beautification Ordinance	\$500		N
4	Delinquency Penalty on Neighborhood Beautification Ordinance	\$25		N
5	Graffiti Abatement	Actual Cost		N
6	Public Nuisance Abatement	As defined in Municipal Code Sections		N

City of Milpitas

ENGINEERING

Fee Description		Fee	Note	Yearly Inflator
1	Minor Encroachment Permit	\$1,265		Y
2	Lot Line / Merger Adjustment	\$3,732	[a]	Y
3	Street / Alley Easement Vacation	\$2,711		Y
Building Permit Reviews:				
4	Single Family New Building / Addition	\$750		Y
5	Commercial / Industrial New Building	\$2,500		Y
6	Commercial / Industrial Tenant Improvement	\$231		Y
7	Commercial / Industrial Site Improvement (including Grading)	\$2,082		Y
8	All Other Permit Application Reviews (per hour)	\$250		Y
Engineering Plan Review: (Construction Cost Estimate)				
9	Up to \$50,000	\$5,910		Y
10	\$50,001-\$200,000	\$11,820		Y
11	\$200,001-\$500,000	\$17,730		Y
12	Over \$500,001	\$23,639		Y
Engineering Inspection: (Construction Cost Estimate)				
13	Up to \$50,000	\$5,000		N
14	Greater than \$50,000 - % of Construction Cost Estimate	10%		N
15	Technology Fee - % of Permit	3.80%		N

[a] Fee includes Planning and Engineering review.

City of Milpitas

UTILITIES SERVICES FEES

Fee Description		Fee	Note	Yearly Inflator
Utilities				
1	Service Request and Basic Inspection	\$148		Y
2	Discontinuance of Service	\$148		Y
3	Meter Removal / Installation			
	a) Less than 2"	\$180		Y
	b) Greater than or Equal to 2"	\$360		Y
4	Water Meter Testing			
	a) Residential Deposit	\$110	[a]	Y
	b) Commercial Deposit	\$300	[a]	Y
5	Hydrant Flow Test			
	a) Two or Fewer Hydrants	\$705		Y
	b) Three Hydrants	\$874		Y
	c) Four Hydrants	\$1,043		Y
6	Sewer Lateral Inspection			
	a) Visual Inspection	\$209		Y
	b) Video Inspection - Residential	\$442		Y
	c) Video Inspection - Commercial (per hour)	\$413		Y
7	Backflow Prevention Assembly Service Fee	\$203	[b]	Y
8	Backflow Prevention Assembly Administration / Record Filing Fee	\$60	[c]	Y
9	Backflow Installation, Removal, and Relocation Testing Company Fee (per company)	\$264	[d]	Y
10	Backflow Tag and Geolocating Fee	\$305 plus \$2 per assembly	[e]	Y
11	Sewer Flow Adjustment Application (Initial Application and Annual Renewal) (per hour)	\$270		Y
12	Late Payment Penalty Fee (% of amount due)	5.00%		N
13	Final Notice Penalty	5.00%		N
14	Discontinuance of Service Warning Notice	\$10		Y
15	Restoration Fee - During Normal Operating Hours			
	a) Low Income	\$59	[f],[g]	Y - Note
	b) All Others	\$148		Y
16	Restoration Fee - During Non-Operational Hours			
	a) Low Income	\$178	[f],[g]	Y - Note
	b) All Others	\$418		Y

City of Milpitas

UTILITIES SERVICES FEES

Fee Description	Fee	Note	Yearly Inflator
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- [a] If meter is not accurate, deposit is refunded. If meter has been tampered with, the resident or business is charged for the repair.
- [b] For customers that fail to independently have their assemblies inspected, and/or tested, and/or their sites assessed. Includes City provided services of any one or combination of the following: Inspections, Testing, Hazard Assessments, and Shut-Down Tests.
- [c] For customer that fail to independently have their annual assembly(s) information electronically uploaded into City database. Includes City provided service to upload assembly information instead of customer retained third party provider.
- [d] This is an annual fee assessed to qualified contractors who wish to conduct backflow testing and/or hazard assessments in the City.
- [e] One-time fee. Tag will be affixed on all new backflow prevention assemblies upon passing initial inspection and geolocated. Does not apply to existing assemblies.
- [f] For residential customers who demonstrate to the City a household income below 200 percent of the federal poverty line, the City will limit any service restoration charges during normal operating hours to fifty dollars (\$50), and during nonoperational hours to one hundred fifty dollars (\$150) for 2020. The limits will only apply if the City's service restoration charges actually exceed these amounts. These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021.
- [g] Fee based on 2020 base year amount, adjusted to account for authorized annual inflationary adjustments detailed in footnote [f].

City of Milpitas

UTILITIES SERVICES FEES

Fee Description	Fee	Note	Yearly Inflator
Public Sewers			
1 Delinquent Fees	varies	[a]	N
2 Civil Penalties	varies	[b]	N
3 Unmetered Wastes	varies	[c]	N
4 Authority to Disconnect	varies	[d]	N
5 Payment for Sewage Services	varies	[e]	N
6 Inspection Fees	varies	[f]	N
7 House Lateral Fee	varies	[g]	N
8 Disbursements of Short Side Charges	varies	[h]	N
FOG and Stormwater Industrial/Commercial Violation			
9 First Citation	\$500	[i]	N
10 Second Citation	\$625	[i]	N
11 Third Citation	\$750	[i]	N
Water Service Charges			
12 Construction Water	\$2,000		N
13 Deposits for service	\$150		N

[a] See City of Milpitas Municipal Code Section VIII-2-5.33. Permit applications are due ninety (90) days prior to commencing discharge to the sanitary system or expiration of existing discharge permit. Any person who fails to file an application for a discharge permit prior to discharge shall be assessed a penalty for delinquent filing as follows: (1) Up to and including thirty (30) days delinquency, the penalty shall be fifty percent (50%) of the permit fee. More than thirty (30) days but less than one year delinquency, the penalty shall be one hundred percent (100%) of the permit fee. (3) More than one(1) year delinquency, the penalty shall be one thousand percent (1,000%) of the permit fee. (b) Such penalties shall be in addition to any other penalties or fines that may be levied, and in addition to any other remedies that the City may have with respect to the discharge.

[b] See City of Milpitas Municipal Code Section VIII-2-5.50. Any person who intentionally, accidentally, or negligently violates any provisions of this Chapter, any provision of any permit issued pursuant to this Chapter, or who intentionally, accidentally, or negligently discharges waste or wastewater which causes pollution, or violates any effluent limitation, national standard of performance, or national pretreatment or toxicity standard, shall be civilly liable to the City in a sum up to ten thousand dollars (\$10,000) for the first day in which such violation occurs, up to twenty-five thousand dollars (\$25,000) for the second day in which such violation occurs, and fifty thousand dollars (\$50,000) for each additional day.

[c] See City of Milpitas Municipal Code Section VIII-2-6.02. Where rates are herein specified to be in accordance with the use of water, all such premises shall be separately metered. Where such metering is not provided, or for newly constructed units, the City shall make a reasonable estimate of the volume of water consumed to be used as a basis for sewer service charges.

[d] See City of Milpitas Municipal Code Section VIII-2-6.03. In the event of a failure to pay the charges as provided for sewage service, the City is authorized to disconnect sewer or water service, or both.

[e] See City of Milpitas Municipal Code Section VIII-2-6.04. All accounts are due and payable within fifteen (15) days of the date of the bill. Accounts shall become delinquent and a late fee equal to five percent (5%) of the amount due shall be imposed if a payment has not been received by 5:00 p.m. on the due date.

[f] See City of Milpitas Municipal Code Section VIII-2-7.01. Each connector shall pay a fee to City for issuing of each permit, for the inspection of each house lateral, house sewer or side sewer, the sum of five dollars (\$5). Where connector has on file with the City cash deposit for inspection of work, no inspection fee shall be required. In such case, all cost and expenses incurred by City in inspection of the connection shall be made from said deposit.

City of Milpitas

UTILITIES SERVICES FEES

Fee Description	Fee	Note	Yearly Inflator
[g] See City of Milpitas Municipal Code Section VIII-2-7.02. Before the issuance of a permit for the installation of a house lateral, connector shall pay City a fee which shall include the following: (A) An engineering charge to defray the cost of processing the permit application, which shall be an amount equal to forty cents (\$0.40) times one-half the width of the street expressed in feet in which the house lateral is being constructed. (B) A short side charge shall be collected in all cases where the main or trunk to which connection is being made is located between the center line of the street and the property to be served. Said short side charge shall be an amount equal to four dollars and fifty cents (\$4.50) times the distance in feet between the center line of the street and the main or trunk sewer to which the connection is being made. The purpose of this charge is to equalize connection cost for property on both sides of the street. [h] See City of Milpitas Municipal Code Section VIII-2-7.03. The City Council may disburse to connectors whose house laterals connect to a main or trunk sewer at a point beyond the center line of the street an amount equal to \$4.50 times the distance in feet between the center of the street and the main or trunk sewer to which said connection was made. [i] See City of Milpitas Municipal Code Section XI-16-14. Any person who intentionally or negligently violates any provision of this Chapter or any provision of any permit or certificate issued pursuant to this Chapter shall be civilly liable to the city in a sum not to exceed \$25,000.00 per day for each day in which such violation occurs.			

City of Milpitas

FIRE

Fee Description		Fee	Charge Basis	Note	Yearly Inflator
FIRE INVESTIGATION/ENFORCEMENT/RESPONSE					
1	Emergency Response – Haz Mat Calls, Minimum 1-hr	HR(s) * hourly rate			N
2	Response to DUI	HR(s) * hourly rate			N
3	Non-Milpitas Response	HR(s) * hourly rate			N
4	Response/Investigation Fee	HR(s) * hourly rate			N
5	Referral Inspection (Life/Safety) 2 hrs minimum charge	HR(s) * hourly rate			N
6	Referral Inspection (Haz Mat) 2 hrs minimum charge	HR(s) * hourly rate			N
7	Fire Code Chapter 50 (Haz Mat) - Release Cleanup 2 hrs minimum charge	HR(s) * hourly rate			N
8	Enforcement Cost Recovery	HR(s) * hourly rate			N
FALSE ALARM					
9	False Alarm				
	a) First two in 12 month time-frame	no charge			N
	b) 3rd occurrence	\$300			N
	c) 4th occurrence	\$600			N
	d) 5th or more	\$900			N
MISCELLANEOUS					
10	Data input (HMMP/HMIS), Minimum of 2 hours	HR(s) * hourly rate			N
11	Late fee – over 60 days	Collection Cost			N
12	Failure to obtain a permit	Double permit fee			N
13	Weed Abatement. Fee = (hrs * \$/HR), minimum 1-hr	HR(s) * hourly rate			N
14	Fire Watch, Fee = (hrs * hourly rate). Std. or OT rate	HR(s) * hourly rate		[a]	N
15	DSS 850 Pre-Inspection (HSC 13235)	\$566			Y
16	Confined Space permits	HR(s) * hourly rate			N
17	Electronic Archive, per permit	\$25			N
18	Use of Trailer	\$60	per hour		N
19	Administrative Fee	\$70	per hour		N
20	Instructor	Actual Cost			N
21	Fire Reports	\$13			N
22	Other Services Not Listed	HR(s) * hourly rate			N

City of Milpitas

FIRE

Fee Description		Fee	Charge Basis	Note	Yearly Inflator
FIRE PREVENTION					
ANNUAL OPERATIONAL PERMITS					
23	A-1 Occupancy (theaters and other small viewing halls)	\$1,508			Y
24	A-2 Occupancy (Food & Drink Establishment)	\$1,131			Y
25	A-3 Occupancy (Worship, recreation, or amusement)	\$1,131			Y
26	A-4 & A-5 Occupancy (indoors or outdoors sport event structures)	\$2,639			Y
27	High Piled Storage	\$1,508			Y
28	Malls				
	a) Small (0 to 50,000 s.f.)	\$1,131			Y
	b) Medium (50,001 to 100,000 s.f.)	\$1,885			Y
	c) Large (over 100,000 s.f.)	\$2,639			Y
29	Combustible Dust Producing Facility	\$754			Y
30	Motels	\$1,131			Y
31	Hotels & Multi-Story Structures				
	a) <5 stories	\$2,262			Y
	b) 5+ stories - per floor	\$377			Y
32	Commercial Daycare				
	a) Small (<100 children or elderly)	\$754			Y
	b) Large (100+ children or elderly)	\$1,508			Y
33	Small Apartments (3-4 units)	\$377			Y
34	Medium Apartments (5-15 units)	\$1,508			Y
35	Large Apartments (more than 15 units)	\$2,262			Y
36	Small Chemical User (Example: doctor/dentist, dry cleaner, photo shop, graphic design, print shop, automobile engine repair, propane, CO2 beverage dispensing system, battery systems, emergency generators, pools, etc.)	\$754			Y
37	Medium Chemical User (Example: automobile body shop, research and design, analytical labs, pool supplies, big-box retail stores)	\$1,885			Y
38	Large Chemical User (Semiconductor or similar facilities)	\$3,016			Y
39	Plating Shops	\$2,262			Y
40	Toxic Gas				
	a) Small Toxic Gas - Annual Monitoring Certification	\$1,508			Y
	b) Large Toxic Gas - Annual Monitoring Certification	\$3,016			Y
41	Mobile Fueling				
	a) Vendor	\$1,885			Y
	b) Site	\$1,885			Y

City of Milpitas

FIRE

Fee Description	Fee	Charge Basis	Note	Yearly Inflator
42 Underground Tanks	\$1,131			Y
43 Other Miscellaneous Annual Inspections Fee - per hour	HR(s) * hourly rate			N
CONSTRUCTION REVIEW / PERMIT / INSPECTION				
Building Life / Safety:				
44 Demolition Fees:				
a) Interior or Partial Building or Misc. Demolition	\$754			Y
b) Complete Building with or without Site Demolition	\$1,131			Y
45 Grading Fees: These are only assessed if permits are submitted separately to Building Department from new construction or remodel permits.				
a) Less than 1 acre	\$754			Y
b) 1-5 acres	\$1,131			Y
c) Greater than 5 acres	\$1,508			Y
46 Site Improvement Fees: These are only assessed if permits are submitted separately to Building Department from new construction or remodel permits.				
a) Less than 1 acre	\$1,131			Y
b) 1-5 acres	\$2,262			Y
c) Greater than 5 acres (per acre)	\$377	per acre		Y
47 New Building – Shell:				
a) Less than 5,000 sq. ft.	\$1,131			Y
b) 5,000-25,000 sq. ft.	\$2,262			Y
c) 25,000-50,000 sq. ft.	\$3,393			Y
d) 50,000+ sq. ft. – per sq. ft.	\$0.08	per sq ft		Y
48 New Building – New Construction:				
a) Less than 5,000 sq. ft.	\$1,131			Y
b) 5,000-25,000 sq. ft.	\$3,016			Y
c) 25,000-50,000 sq. ft.	\$5,655			Y
d) 50,000+ sq. ft. – per sq. ft.	\$0.11	per sq ft		Y
49 Additions, Alterations, and Tenant Improvements:				
a) Less than 5,000 sq. ft.	\$660			Y
b) 5,000-25,000 sq. ft.	\$2,828			Y
c) 25,000-50,000 sq. ft.	\$5,278			Y
d) 50,000+ sq. ft. – per sq. ft.	\$0.11	per sq ft		Y
50 Missed Plan Check by Appointment	\$377			Y
51 Revision to Project Fee - per hour (min 1 hr)	HR(s) * hourly rate			N
52 Tents, Canopies, or Membrane Structures:				
a) 4 or less	\$1,508			Y
b) Each Additional, After 4	\$377			Y

City of Milpitas

FIRE

Fee Description	Fee	Charge Basis	Note	Yearly Inflator
53 Temporary Assembly (Indoors or outdoors), with or w/out tent				
a) Occupancy 50-299	\$1,131			Y
b) Occupancy 300-999	\$1,885			Y
c) Occupancy 1000+	\$3,016			Y
Fire Extinguishing Systems: These are typically deferred submittals and reviewed and inspected after building plan submittals.				
54 Fire Service Underground:				
a) New or Replace - each	\$1,885			Y
b) Repairs	\$754			Y
55 Fire Sprinkler Systems:				
a) Less than 2,000 sq. ft	\$1,037			Y
b) 2,000+ sq. ft. – per sq. ft., fee = Base Fee + [(project sq. ft. - 2,000 sq. ft.) * per sq. ft. fee]	\$0.26			Y
56 Hood & Duct Systems – Each	\$1,508			Y
57 FM 2000 (under floor systems, etc.) each	\$1,508			Y
58 Other (deluge, foam, preaction, etc.) each	\$1,508			Y
Fire Alarm Systems:				
59 Additions, Alterations, or Repairs: If more than 10 devices then the New Fire Alarm fee applies.				
a) 1-5 Devices	\$754			Y
b) 6-10 Devices	\$1,508			Y
60 New Fire Alarm:				
a) Less than 5,000 sq. ft.	\$1,508			Y
b) 5,000+ sq. ft. – per sq. ft., fee = Base Fee + [(project sq. ft. - 5,000 sq. ft.) * per sq. ft. fee]	\$0.26			Y
61 Hazardous Materials - Building Construction:				
a) Commercial ESS	\$2,262			Y
b) Residential ESS	\$1,131			Y
c) Small TI without process piping or tools. (Example: registration form, inert compressed gas system installations, CO2 for beverage, small auto repair or retail).	\$1,131			Y
d) Facility TI with process piping or tanks < 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Does not include tools (tool fee is extra).	\$1,885			Y
e) Facility TI with process piping or tanks > 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Does not include tools (tool fee is extra).				
i) Base Fee - Includes up to 8 hours	\$3,016			Y
ii) Each Additional Hour, or fraction thereof	\$377			Y
f) Temporary diesel generator (no external tank)	\$1,885			Y
g) Temporary diesel tank (external to equipment)	\$1,131			Y
h) Temporary or Mobile ESS	\$2,262			Y

City of Milpitas

FIRE

Fee Description	Fee	Charge Basis	Note	Yearly Inflator
62 Tools with Hazardous Materials (Example: emergency generator, lift stations, aboveground tanks, treatment systems, battery module per 50KWh, propane system, large tank installations).				
a) Up to Two Tools	\$1,508	up to 2 tools		Y
b) Each Additional Tool	\$566	per tool		Y
63 Closure - process / tools	\$1,131	each		Y
64 Closure - Facility				
a) Small HM Facility Closure	\$1,508			Y
b) Medium HM Facility Closure	\$2,262			Y
c) Large HM Facility Closure				
i) Base Fee - Includes up to 10 hours	\$3,770			Y
ii) Each Additional Hour, or fraction thereof	\$377			Y
65 Underground Tank Installation:				
a) Tank System - 3 Tanks or less	\$6,786			Y
b) Each Additional Tank	\$754			Y
66 Underground Tank Removal:				
a) Tank System - 3 Tanks or less	\$3,770			Y
b) Each Additional Tank	\$754			Y
MISCELLANEOUS FEES:				
67 After Hours or Fast-Track Plan Check, Inspection - 3 hrs min at OT Rate [a]	\$1,357		[a]	Y
68 Alternate Materials & Methods Review	\$1,320			Y
69 New Occupancy (new business)				
a) No Hazardous Materials	\$754			Y
b) With Hazardous Materials	\$754			Y
70 Smoke Detectors Verifications (new owner)	\$377			Y
71 Title 19 5-year automatic fire sprinkler certification				
a) Commercial, Industrial, Mixed Use, Hotel/Motel, Apartments, Condominiums, etc.				
i. Building less than or equal to 50,000 sq. ft.	\$754			Y
ii. Building over 50,000 sq. ft.				
a) First 50,000 sq. ft.	\$754			Y
b) Each additional 50,000 sq. ft. or fraction thereof	\$377			Y
b) Townhome Buildings				
i. Building less than or equal to 25,000 sq. ft.	\$377			Y
ii. Building over 25,000 sq. ft.				
a) First 25,000 sq. ft.	\$377			Y
b) Each additional 25,000 sq. ft. or fraction thereof	\$377			Y
72 Failure to cancel a scheduled inspection 24 hrs. prior	\$377			Y

City of Milpitas

FIRE

Fee Description	Fee	Charge Basis	Note	Yearly Inflator
73 Temporary Certificate of Occupancy	\$189			Y
74 Standard Hourly Rate - per hour	\$377			Y
75 Overtime Hourly Fee - per hour	\$452			Y
76 Other activities not listed - per hour	\$377			Y
77 Additional Plan Review Time - Std. or OT per hr.	HR(s) * hourly rate			N
78 Additional Inspection Time - Std. or OT per hr.	HR(s) * hourly rate			N
79 Fire Department Technology Fee - % of permit	3.80%			N
80 Emergency Response Mapping - New Projects				
a) Base Fee - Includes up to 1 hour	\$335			Y
b) Each Additional Hour, or fraction thereof	\$335			Y

[a] Minimum 3 hours.

City of Milpitas

AMBULANCE

Fee Description		Fee	Note	Yearly Inflator
SERVICE FEES				
1	ALS-1 (Advanced Life Support)	\$3,314.54		N
2	ALS-2 (Advanced Life Support)	\$3,314.54		N
3	BLS	\$2,651.64		N
4	Mileage	\$112.54		N
5	Hourly Ambulance Standby	\$390.19		N
6	Hourly Paramedic – Individual	\$195.09		N
7	Hourly EMT – Individual	\$130.06		N
EQUIPMENT/SUPPLIES				
8	Airway/Nasal	\$59.95		N
9	Airway/Oral	\$32.70		N
10	Bag Valve Mask	\$198.93		N
11	Bandage, Elastic	\$16.07		N
12	Bandages Triangular	\$27.25		N
13	Bed Pan	\$27.25		N
14	Blanket, Disposable	\$65.40		N
15	Blood Glucose Test	\$54.50		N
16	Burn Sheet	\$100.83		N
17	Cervical Collar	\$196.21		N
18	Cold/Hot Pack	\$40.88		N
19	Cpap Procedure	\$844.79		N
20	Defib Pads	\$119.91		N
21	Dressing - Major	\$27.25		N
22	Dressing - Minor	\$27.25		N
23	Ekg Electrodes	\$51.78		N
24	Ekg Monitor 12 Lead	\$258.89		N
25	Emesis Basin/Bag	\$21.24		N
26	Endotracheal Tube Introducer/Gum Elastic Bougie	\$182.04		N
27	Headbed Immobilizer	\$46.33		N
28	Hepa Mask	\$68.13		N
29	Hood, Spit Sock	\$44.87		N
30	Intravenous Saline Lock	\$143.48		N
31	Intravenous Infusion Set	\$242.53		N
32	Intravenous Start Kit	\$108.92		N
33	Intubation Supplies	\$122.63		N
34	IO Supplies	\$812.09		N
35	King Vision Video Larynoscope Channel Blade	\$45.07		N
36	LMA Supreme - Supraglottic Airway	\$54.09		N
37	Meconium Aspirator	\$24.23		N
38	Nebulizer	\$128.09		N
39	Non-Rebreather Mask	\$29.98		N
40	O2 Cannula With End-Tidal	\$92.57		N
41	O2 Mask/Cannula	\$62.68		N
42	OB Pack	\$218.01		N
43	Patient Mover	\$87.46		N
44	Plueral Decompression	\$185.43		N
45	Pulse Oximetry	\$114.46		N

City of Milpitas

AMBULANCE

Fee Description	Fee	Note	Yearly Inflator
46 Razor, Disposable	\$2.27		N
47 Splint Arm	\$40.88		N
48 Splint Leg	\$40.88		N
49 Splinting (Extremity)	\$196.21		N
50 Strap, 5 Foot Immobilization	\$30.16		N
51 Suction Tube	\$84.48		N
52 Suctioning	\$171.68		N
53 Temperature Measurement	\$46.00		N
54 Tourniquet, Combat	\$163.85		N
55 Universal Precautions	\$76.30		N
56 Urinal	\$27.25		N
MEDICATIONS			
57 Acetaminophen	\$329.94		N
58 Activated Charcoal	\$55.37		N
59 Adenosine	\$158.06		N
60 Albuterol	\$65.40		N
61 Amiodarone	\$105.12		N
62 Aspirin	\$16.35		N
63 Atrophine	\$46.33		N
64 Atrophine High Dose	\$218.54		N
65 Benadryl	\$46.33		N
66 Calcium Chloride	\$46.33		N
67 Dextrose 10% 25G In 250ML Bag	\$66.05		N
68 Dopamine Drip	\$147.16		N
69 Duodote Autoinjector	\$136.94		N
70 Epi 1:1,000 1Mg/1Cc	\$76.30		N
71 Epi 1:10,000	\$76.30		N
72 Glucagon	\$776.66		N
73 Glucose Paste	\$23.74		N
74 Lidocaine 2%	\$59.95		N
75 Midazolem	\$4.33		N
76 Morphine	\$46.33		N
77 Narcan	\$87.20		N
78 Nitroglycerin Tablet	\$2.33		N
79 Nitropaste	\$21.23		N
80 Normal Saline Flush Pls 10Cc	\$40.74		N
81 Normal Saline 1000Cc	\$264.34		N
82 Ondansetron Injectable	\$94.83		N
83 Ondansetron Oral Dissolving Tablet	\$78.32		N
84 Sodium Bicarb	\$81.75		N
85 Sterile Water	\$65.40		N
86 Tranexamic Acid 1,000mg	\$15.55		N

* These fees are intended to mirror fees authorized by the Santa Clara County Emergency Medical Services Agency (Santa Clara County EMS). If Santa Clara County EMS updates fees subsequent to the adoption of this schedule, this schedule shall be presumed to reflect updated amounts. In the case of discrepancies, fee amounts authorized by Santa Clara County EMS shall supersede the amounts listed above. The City will periodically examine costs to ensure that fees collected do not exceed the City's program costs of service.

City of Milpitas

POLICE

Fee Description		Fee	Charge Basis	Note	Yearly Inflator
Citations					
1	Citation Sign off for Non Milpitas Residents	\$20			N
2	Parking Citations	\$65 - \$280		[a]	N
3	Copy of Traffic & Parking citations	\$5			N
Alarm Fees and Fines					
4	Alarm Permit				
	a) Alarm Permit - Initial	\$52	per year	[b]	Y
	b) Alarm Permit - Renewal	\$26	per year	[b]	Y
	c) Alarm Permit - Late Filing Fee	50% of permit fee			N
5	False Alarm Response (per calendar year)				
	a) First	No Charge			N
	b) Second	No Charge			N
	c) Third	\$100			Y
	d) Fourth	\$165			Y
	e) Fifth	\$325			Y
	f) Sixth or More	\$325	per response		Y
6	False Alarm Response - Additional Fee for Unregistered Alarm	\$32	per response		Y
Concealed Weapon Permit					
7	Concealed Weapon Permit				
	a) Initial Application	\$330		[c]	N
	b) Renewal Application	\$25		[c]	N
	c) Psychological Testing	Actual Cost		[c]	N
	d) Modification of Permit	\$10		[c]	N
Miscellaneous					
8	Fingerprints				
	a) Ink Card Up to (2) Cards	\$40			N
	b) Ink Card Over (2) Cards	\$5	Each Additional Card		N
	c) Live Scan plus DOJ and FBI fees	\$40			N
9	Subpoenas				
	a) Officer	\$275			N
	b) Records	\$15			N
10	Administrative Tow Fees				
	a) Impound	\$365			N
	b) Stored	\$165			N
11	Repossession Fee	\$15			N
12	Incident (Log Event) Reports	\$5			N
13	Photos on CD / Digital Media	\$20			N

City of Milpitas
POLICE

Fee Description		Fee	Charge Basis	Note	Yearly Inflator
14	Police Reports				
	a) Up to (10) Pages	\$15			N
	b) Police Reports Over (10) Pages	\$1	per page		N
15	US Investigative Request for Law Enforcement Data	\$15			N
16	Videos / Digital Reproduction	Actual Cost billed in 15 minute increments; \$50 minimum		[d]	N
17	Massage Permits	\$1,000			N

[a] Amounts vary depending on citation type.

[b] Alarm permits are issued per calendar year. Permits will expire annually on December 31st.

[c] Additional fees may apply (e.g., other agency fees, fingerprinting, background testing, firearm training, etc.).

[d] For requests requiring special programming or formatting the City will recover actual costs, including a pass-through of any vendor costs incurred.

City of Milpitas

ANIMAL REGULATION

Fee Description	Fee	Charge Basis	Note	Yearly Inflator
1 Animal Bites Penalty	\$200			N
2 Animal Impoundment Hearing	\$50			N
3 Animal Nuisance (e.g. barking)	\$100			N
4 Animals in Excess of Maximum Allowed Penalty	\$50			N
5 Failure to Apply for Annual Animal Facility Permit	\$20			N
6 Inadequate Control or Confinement of Potentially Dangerous Animal Penalty	\$100			N
7 Late Payments for Animal Fees	10%	7 days		N
8 Unlicensed dog or cat penalty	\$50			N
9 Violation of Leash Law	\$25			N
10 Dog License				
a) Altered	\$25			N
b) Late Fee	\$20			N
c) Unaltered	\$65			N
11 Cat License				
a) Altered	\$15			N
b) Late Fee	\$20			N
c) Unaltered	\$35			N
12 Dog Seller Fee				
a) 1st Permit within Calendar Year	\$89			N
b) 2nd Permit within Calendar Year	\$177			N
13 Cat Seller Fee				
a) 1st Permit within Calendar Year	\$59			N
b) 2nd Permit within Calendar Year	\$118			N
14 Animal Disposal Fee	Actual Cost			N
15 Quarantining Animal Fee	Actual Cost			N
16 Redemption of Impounded Animal Fee	Actual Cost			N
17 Annual Animal Adoption Permit Fee	\$59			N
18 Annual Animal Facility Permit Application Fee	\$59			N
19 Dangerous Animal Annual Permit Fee	\$177			N
20 Permit for Exception to Number or Type of Animals Allowed, Application Fee	\$24			N
21 Other Requested/Required Services - See City of San Jose (The City of Milpitas contracts with the City of San Jose for various Animal Regulation services)	See City of San Jose fee schedule			N

City of Milpitas

RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description		Fee	Charge Basis	Note	Yearly Inflator
ADULT RECREATION					
Adult Sports Enrichment Fees					
1	Sports League (full season)				
	a) per team	\$545 - \$775	per season		Y
	b) Additional fee per non-resident player	\$11	per season		Y
AQUATICS					
2	Recreational Swim	\$5 - \$12	per person		Y
3	Swimming Lessons Group				
	a) Residents	\$85 - \$116	per session		Y
4	Private Swimming Lessons				
	a) Residents	\$40 - \$50	per half hour lesson		Y
ARTS & CULTURE PROGRAMS					
5	Cultural Facilities Entrance Fee	\$0 - \$20	per person		Y
6	Cultural Event Activity Fee	\$0 - \$20	per person		Y
7	Busker Fee	\$0 - \$20	per event		Y
8	Artisan/Cottage Vendor Fee	\$25 - \$105	per event		Y
9	Theatre Audition/Cast Fee				
	a) Residents	\$0 - \$150	per production		Y
10	Theatre Entrance Fees				
	a) General Production	\$0 - \$20	per person		Y
	b) Special Production	\$0 - \$50	per person		Y
11	CONTRACT CLASSES / PROGRAMS	Instructor: Negotiated Rate			N

City of Milpitas

RECREATION

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Fee Description	Fee	Charge Basis	Note	Yearly Inflator
MEMBERSHIP				
12 Senior Center Membership				
a) Residents	\$15 - \$20	per year		Y
b) Non-Resident	\$35 - \$40	per year		Y
Sports Center Membership				
13 Fitness Passes - Per Visit Packages				
a) 5 visits	\$27	per package		Y
b) 10 visits	\$54	per package		Y
c) 15 visits	\$81	per package		Y
d) 20 visits	\$108	per package		Y
14 Fitness Passes Senior (50+) - Per Visit Packages				
a) 5 visits	\$17	per package		Y
b) 10 visits	\$34	per package		Y
c) 15 visits	\$51	per package		Y
d) 20 visits	\$68	per package		Y
15 Drop-In Fee	\$8 - \$14	per package		Y
16 Sports Center Unlimited Packages				
a) Monthly	\$70 - \$80	per package		Y
b) 3 Months	\$210 - \$220	per package		Y
c) 6 Months	\$310 - \$320	per package		Y
d) 12 Months	\$510 - \$520	per package		Y
17 Sports Center Unlimited Packages - Senior (50+)				
a) Monthly	\$40 - \$50	per package		Y
b) 3 Months	\$95 - \$105	per package		Y
c) 6 Months	\$145 - \$155	per package		Y
d) 12 Months	\$255 - \$265	per package		Y
18 Fitness Passes - Per Visit Packages - Non Resident				
a) 5 visits - Non Resident	\$32	per package		Y
b) 10 visits - Non Resident	\$64	per package		Y
c) 15 visits - Non Resident	\$96	per package		Y
d) 20 visits - Non Resident	\$128	per package		Y
19 Fitness Passes Senior (50+) - Per Visit Packages				
a) 5 visits - Non Resident	\$22	per package		Y
b) 10 visits - Non Resident	\$44	per package		Y
c) 15 visits - Non Resident	\$66	per package		Y
d) 20 visits - Non Resident	\$88	per package		Y
20 Sports Center Unlimited Packages				
a) Monthly - Non Resident	\$80 - \$90	per package		Y
b) 3 Months - Non Resident	\$238 - \$248	per package		Y
c) 6 Months - Non Resident	\$362 - \$372	per package		Y
d) 12 Months - Non Resident	\$611 - \$621	per package		Y
21 Sports Center Unlimited Packages - Senior (50+)				
a) Monthly - Non Resident	\$49 - \$59	per package		Y
b) 3 Months - Non Resident	\$119 - \$129	per package		Y
c) 6 Months - Non Resident	\$191 - \$201	per package		Y
d) 12 Months - Non Resident	\$347 - \$357	per package		Y

City of Milpitas

RECREATION

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Fee Description		Fee	Charge Basis	Note	Yearly Inflator
Artificial Turf Field					
22	Deposit (Football/Soccer)				
	a) Priority II & III	n/a			N
	b) Priority IV & V	\$1,000			N
23	Deposit (Soccer/Volleyball)				
	a) Priority II & III	n/a			N
	b) Priority IV & V	\$750			N
24	Artificial Turf Football/Soccer w/o lights				
	a) Priority II & III	n/a			N
	b) Priority IV	\$160	per hour		N
	c) Priority V	\$321	per hour		N
25	Artificial Turf Football/Soccer w/ lights				
	a) Priority II & III	n/a			N
	b) Priority IV	\$171	per hour		N
	c) Priority V	\$342	per hour		N
26	Artificial Turf Volleyball/Soccer w/o lights				
	a) Priority II & III	n/a			N
	b) Priority IV	\$109	per hour		N
	c) Priority V	\$217	per hour		N
27	Artificial Turf Volleyball/Soccer w/ lights				
	a) Priority II & III	n/a			N
	b) Priority IV	\$119	per hour		N
	c) Priority V	\$238	per hour		N
28	Tournament: Field w/o lights (Football)				
	a) Priority II & III	n/a			N
	b) Priority IV	\$235	per hour		N
	c) Priority V	\$353	per hour		N
29	Tournament: Field w/ lights (Football)				
	a) Priority II & III	n/a			N
	b) Priority IV	\$245	per hour		N
	c) Priority V	\$368	per hour		N
30	Tournament: Field w/o lights (Small)				
	a) Priority II & III	n/a			N
	b) Priority IV	\$176	per hour		N
	c) Priority V	\$264	per hour		N
31	Tournament: Field w/ lights (Small)				
	a) Priority II & III	n/a			N
	b) Priority IV	\$187	per hour		N
	c) Priority V	\$280	per hour		N

City of Milpitas

RECREATION

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Fee Description	Fee	Charge Basis	Note	Yearly Inflator
Community Center Rentals				
32 Application Fee (non-refundable)	\$31 - \$41	per rental		N
33 Rental Deposits: Classroom/Conference Room	\$200	per rental		N
34 Rental Deposits: Auditorium	\$500	per rental		N
35 Rental Deposits: Auditorium Screen	\$250	per rental		N
36 Auditorium (3 hr. minimum)				
a) Priority II	no fee			N
b) Priority III	\$109	per hour		N
c) Priority IV	\$217	per hour		N
d) Priority V	\$279	per hour		N
37 Conference Room (2 hr. minimum)				
a) Priority II	no fee			N
b) Priority III	\$38	per hour		N
c) Priority IV	\$77	per hour		N
d) Priority V	\$139	per hour		N
38 Dance Studio. Craft Classroom (2 hr. minimum)				
a) Priority II	no fee			N
b) Priority III	\$22	per hour		N
c) Priority IV	\$43	per hour		N
d) Priority V	\$106	per hour		N
39 Facility Attendant Fees				
a) Priority II,III, IV	\$32	per hour		N
b) Priority V	\$64	per hour		N
40 Piano				
a) Priority III, IV	\$22	per day		N
b) Priority V	\$87	per day		N
41 Auditorium Sound System (includes staff time)	\$54	per hour		N

City of Milpitas

RECREATION

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Fee Description		Fee	Charge Basis	Note	Yearly Inflator
Field Rentals					
42	Application Fee (non-refundable)	\$31 - \$41		[a]	N
43	Rental Deposits				
	a) Priority II & III	n/a			N
	b) Priority IV & V	\$750			N
44	Cricket Pitch				
	a) Priority II & III	n/a			N
	b) Priority IV	\$32	per hour		N
	c) Priority V	\$64	per hour		N
45	Soccer Field w/o lights (2hr. Minimum)				
	a) Priority II & III	n/a			N
	b) Priority IV	\$32	per hour		N
	c) Priority V	\$64	per hour		N
46	Soccer Field w/ lights (2hr. Minimum)				
	a) Priority II & III	n/a			N
	b) Priority IV	\$43	per hour		N
	c) Priority V	\$87	per hour		N
47	Softball/ Baseball Field w/o lights (2hr minimum)				
	a) Priority II & III	n/a			N
	b) Priority IV	\$22	per hour		N
	c) Priority V	\$43	per hour		N
48	Softball/ Baseball Field w/ lights (2hr minimum)				
	a) Priority II & III	n/a			N
	b) Priority IV	\$32	per hour		N
	c) Priority V	\$64	per hour		N
49	Tournaments: Field w/o lights				
	a) Priority II & III	n/a			N
	b) Priority IV	\$65	per hour		N
	c) Priority V	\$130	per hour		N
50	Tournaments: Field w/ lights				
	a) Priority II & III	n/a			N
	b) Priority IV	\$86	per hour		N
	c) Priority V	\$172	per hour		N

City of Milpitas

RECREATION

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Fee Description		Fee	Charge Basis	Note	Yearly Inflator
Gym, Courts & Pool Rentals					
51	Application Fee (non-refundable)	\$31 - \$41			N
52	Rental Deposit				
	a) Priority II & III	n/a			N
	b) Priority IV & V	\$750			N
53	Large Gymnasium (3 hr. minimum)				
	a) Priority II & III	n/a			N
	b) Priority IV	\$92			N
	c) Priority V	\$184			N
54	MSC Dance Studio (2 hr. minimum)				
	a) Priority II	no fee			N
	b) Priority III	\$22	per hour		N
	c) Priority IV	\$44	per hour		N
	d) Priority V	\$107	per hour		N
55	Tournaments: Large Gymnasium (3 hr. Minimum)				
	a) Priority II & III	n/a			N
	b) Priority IV	\$158			N
	c) Priority V	\$245			N
56	Training Pool (2hr. minimum)				
	a) Priority II & III	n/a			N
	b) Priority IV	\$54 - \$74	per hr + 2 guards		N
	c) Priority V	\$108 - \$128	per hr + 2 guards		N
57	Yard Pool (2 hr. minimum)				
	a) Priority II & III	n/a			N
	b) Priority IV	\$67 - \$87	per hr + 2 guards		N
	c) Priority V	\$135 - \$155	per hr + 2 guards		N
58	Meter Pool (2 hr. minimum)				
	a) Priority II & III	n/a			N
	b) Priority IV	\$78 - \$98	per hr + 2 guards		N
	c) Priority V	\$155 - \$175	per hr + 2 guards		N
59	Facility Attendant/Scorekeeper (per attendant)			[a]	
	a) Priority II & IV	\$32	per hour		N
	b) Priority V	\$64	per hour		N
60	Lifeguard Fees (per Lifeguard)			[a]	
	a) Priority II & IV	\$22	per hour		N
	b) Priority V	\$43	per hour		N
61	Classroom (2hr. minimum)				
	a) Priority II	n/a			N
	b) Priority III	\$22	per hour		N
	c) Priority IV	\$43	per hour		N
	d) Priority V	\$106	per hour		N

City of Milpitas

RECREATION

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Fee Description		Fee	Charge Basis	Note	Yearly Inflator
Higuera Adobe					
62	Application Fee (non-refundable)	\$31 - \$41		[b]	N
63	Rental Deposit	\$500		[b]	N
64	Auditorium (3hr. Minimum)				
	a) Priority II	no fee			N
	b) Priority III	\$54	per hour		N
	c) Priority IV	\$108	per hour		N
	d) Priority V	\$170	per hour		N
65	Facility Attendant Fees (per attendant)				
	a) Priority II, III, & IV	\$32	per hour		N
	b) Priority V	\$64	per hour		N
City Hall					
66	Application Fee (non-refundable)	\$31 - \$41	per rental		N
67	Rental Deposit	\$500		[b]	N
68	City Hall Rotunda (2 hr. minimum)				
	a) Priority II	no fee			N
	b) Priority III	\$41	per hour		N
	c) Priority IV	\$83	per hour		N
	d) Priority V	\$166	per hour		N
69	City Hall City Council Chambers (2 hr. minimum)				
	a) Priority II	no fee			N
	b) Priority III	\$81	per hour		N
	c) Priority IV	\$269	per hour		N
	d) Priority V	\$538	per hour		N
70	City Hall Veterans Plaza (2 hr. minimum)				
	a) Priority II	no fee			N
	b) Priority III	\$41	per hour		N
	c) Priority IV	\$83	per hour		N
	d) Priority V	\$166	per hour		N
71	Staff/hour - Maintenance and/or IT (per attendant / per staff member)	\$52 - \$120	per hour / per staff		N
Special Event Venue/Open Space					
72	Application Fee (non-refundable)	\$31 - \$41	per application		N
73	Rental Deposits	\$1,000	per day		N
74	Rental Fee				
	a) Priority II & III	\$1,069	per day		N
	b) Priority IV	\$2,138	per day		N
	c) Priority V	\$3,207	per day		N
75	Facility Attendant Fees (per attendant)	\$32	per hour	[c],[d]	N

City of Milpitas

RECREATION

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Fee Description		Fee	Charge Basis	Note	Yearly Inflator
Picnic Area Rentals					
76	Application Fee (non-refundable)	\$31 - \$41			N
77	Rental Deposit: Large Picnic Area	\$250			N
78	Small Parks with Restrooms (50 or less capacity)				
	a) Priority III & IV	\$88	per day per area	[b]	N
	b) Priority V	\$155	per day per area	[b]	N
79	Small Parks without Restrooms (50 or less capacity)				
	a) Priority III & IV	\$67	per day per area	[b]	N
	b) Priority V	\$135	per day per area	[b]	N
80	Medium Parks 50 to 100 or less capacity				
	a) Priority III & IV	\$150	per day per area	[b]	N
	b) Priority V	\$212	per day per area	[b]	N
81	Large Parks More than 100+ capacity				
	a) Priority III & IV	\$342	per day per area	[b]	N
	b) Priority V	\$404	per day per area	[b]	N
Sal Cracolice Facility Rental					
82	Application Fee (non-refundable)	\$31 - \$41			N
83	Rental Deposit Meeting Room	\$200	per rental		N
84	Rental Deposit Amphitheater	\$500	per rental		N
85	Rental Deposit Auditorium	\$500			N
86	Auditorium w/kitchenette (3hr. Minimum)				
	a) Priority II	no fee			N
	b) Priority III	\$88	per hour		N
	c) Priority IV	\$176	per hour		N
	d) Priority V	\$238	per hour		N
87	Facility Attendant Fees (per attendant)				
	a) Priority II, III, & IV	\$32	per hour		N
	b) Priority V	\$64	per hour		N
88	Amphitheatre				
	a) Priority II, III, & IV	\$135	per hour		N
	b) Priority V	\$197	per hour		N
89	Meeting Room (2 hr Minimum)				
	a) Priority II	no fee			N
	b) Priority III	\$49	per hour		N
	c) Priority IV	\$97	per hour		N
	d) Priority V	\$159	per hour		N

City of Milpitas

RECREATION

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Fee Description		Fee	Charge Basis	Note	Yearly Inflator
Senior Center Rentals					
90	Application Fee (non-refundable)	\$31 - \$41			N
91	Rental Deposits: Auditorium	\$500			N
92	Rental Deposits: Classrooms				
	a) Priority II	no fee			N
	b) Priority III	\$200			N
	c) Priority IV	\$200			N
	d) Priority V	\$200			N
93	Community Room Auditorium (3hr. Minimum)				
	a) Priority II	no fee	per hour		N
	b) Priority III	\$98	per hour		N
	c) Priority IV	\$197	per hour		N
	d) Priority V	\$259	per hour		N
94	Classroom 140 and 141 (Full) (2 hr. Minimum)				
	a) Priority II	no fee	per hour		N
	b) Priority III	\$49	per hour		N
	c) Priority IV	\$97	per hour		N
	d) Priority V	\$159	per hour		N
95	Classroom 140 and 141 (Half)				
	a) Priority II	no fee	per hour		N
	b) Priority III	\$27	per hour		N
	c) Priority IV	\$54	per hour		N
	d) Priority V	\$116	per hour		N
96	Facility Attendant Fees (per attendant)				
	a) Priority II, III, & IV	\$32	per hour		N
	b) Priority V	\$64	per hour		N
97	Dance Studio				
	a) Priority II	no fee	per hour		N
	b) Priority III	\$22	per hour		N
	c) Priority IV	\$43	per hour		N
	d) Priority V	\$106	per hour		N
Community Garden					
98	Garden Plots (Residents Only)				
	a) Potable Water Community Gardens	\$1.00 - \$1.50	per sq. foot		N
	b) Recycled Water Community Gardens	\$0.75 - \$1.05	per sq. foot		N

City of Milpitas

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Fee Description		Fee	Charge Basis	Note	Yearly Inflator
Pickleball / Tennis Court Rentals					
99	Deposit	\$250			N
100	Courts w/o lights (per court)				
	a) Priority II & III	n/a	per hour / per court		N
	b) Priority IV	\$9	per hour / per court		N
	c) Priority V	\$18	per hour / per court		N
101	Courts w/ lights (per court)				
	a) Priority II & III	n/a	per hour / per court		N
	b) Priority IV	\$11	per hour / per court		N
	c) Priority V	\$21	per hour / per court		N
102	Tournament: Courts w/o lights (per court)				
	a) Priority II & III	n/a	per hour / per court		N
	b) Priority IV	\$28	per hour / per court		N
	c) Priority V	\$56	per hour / per court		N
103	Tournament: Courts w/ lights (per court)				
	a) Priority II & III	n/a	per hour / per court		N
	b) Priority IV	\$32	per hour / per court		N
	c) Priority V	\$65	per hour / per court		N
Senior Enrichment Fees(50+ years of age)					
104	Senior Center Programs-Classes	\$5 - \$8	per hour instruction		Y
105	Senior Center Citizen Trip Admin Fee	Actual cost to City + Trip Admission Fee	per activity	[e]	Y
106	Senior Center Events	\$0 - \$25	per day/ticket		Y
107	Senior Center Event Non-Member Fee	\$5 - \$10	per day/ticket		Y
108	Senior Center Program/Class Non-Resident Fee	\$11	per class		Y
SPECIAL EVENTS					
Special Event Fees					
109	Special Event Entrance Fee	\$0 - \$150	per event		Y
110	Special Events Activity Fee	\$0 - \$50	per activity		Y
111	Special Event Vendor Fees	\$105 - \$545	per space OR 5% - 20% net sales		Y
112	Special Event Non-Profit Vendor Fees	\$0 - \$275	per space OR 0% - 10% net sales		Y

City of Milpitas

RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Fee	Charge Basis	Note	Yearly Inflator
YOUTH				
Youth Enrichment Fees				
113 Youth Sports User Fee				
a) Outdoor	\$10	per player per season		Y
b) Indoor	\$21	per player per season		Y
114 After School Program				
a) Residents	\$10 - \$20	per day for residents		Y
b) Drop-In	\$15 - \$40	per day		Y
115 Late fee for After-School/Day Camp Programs				
a) 1st offense & 2nd offense	\$12	per each 10 minutes		Y
b) 3rd offense or more	\$28	per each 10 minutes		Y
116 Day Camp (Regular Day) – Internal Staff Run	\$202 - \$223	per week		Y
117 Day Camp Extended Care – Internal Staff Run	\$46	per week		Y
Department General Fees				
118 General Internal Class Program Fees	Staff time + Materials			Y
119 Membership Card replacement fee	\$5			Y
120 Transaction Fee	\$1 - \$12	per receipt		Y
121 Trips	Actual cost to City + Trip Admission Fee			Y
122 General Non-Resident Fees	\$22 - \$33	per person/class/ month/program or trip		Y
123 Rental Deposits: All other rooms	\$200			N
124 Recreation Services Merchandise	actual cost + % mark-up			Y
125 Milpitas Resident Senior Citizen Discount (50 years+)	25% off any non-senior center based class			Y
126 Rental Transfer Fee	\$100	per request		Y
127 Transaction Fee	\$4 - \$10	per transaction		Y
128 Picnic Rental Transfer Fee	\$30	per request		Y

Notes:

- [a] No fee for Priority III.
- [b] No fee for Priority II.
- [c] Based on needs and packages.
- [d] Based on needs and days.
- [e] Depending on trip costs.

Additional Notes:

- * Recreation Fees recovery goals may be adjusted/balanced based on market factors.

City of Milpitas

FINANCE / ADMINISTRATIVE FEES

Fee Description	Fee	Charge Basis	Note	Yearly Inflator
1 Bond Payoff Calculation	\$200			Y
2 Business License				
a) New Application Processing Fee	\$65	per year		Y
b) Processing Fee (renewal)	\$27	per year		Y
3 Phone Check Fee (User Fee - Finance)	\$15			N
4 Property Damage Invoice Processing Fee	\$40	plus replacement cost		Y
5 Credit Card Transaction Processing Fee	2.40%	% of amount paid by credit card		N

City of Milpitas

CITY CLERK FEES

Fee Description	Fee	Charge Basis	Note	Yearly Inflator
1 Late Fine for Political Reform Act Filings	\$10	per day; up to \$100 maximum fine	[a]	N
2 Retrieval Fee for Political Reform Act Statements (5 or more years old)	\$5 per search plus \$0.10 per page		[b]	N
3 Bingo License Renewals (Municipal Code)	\$50		[c]	N
4 Public Records Duplication Fees				
a) Standard B&W (up to 11" x 17")	\$0.15	per page		Y
b) Standard Color (up to 11" x 17")	\$0.35	per page		Y
c) Large Format (larger than 11" x 17")	\$4.00	per page		Y
d) Requests Requiring Special Programming or Formatting	Actual Cost	per hour / T&M		N
5 Lobbyist Annual Registration Fee	\$50	per registration	[d]	N
a) For each client with compensation in excess of \$500	\$15			N
6 City Council Meeting Agenda Subscription	\$20 plus postage	per mailed hard copy		N

[a] Set by California Government Code Section 91013.

[b] Set by California Government Code Section 81008.

[c] Set by California Penal Code Section 326.5.

[d] Fee set to match California Secretary of State.

City of Milpitas
INFORMATION TECHNOLOGY

Fee Description		Fee	Charge Basis	Note	Yearly Inflator
1	Digital Media Reproduction	\$20	per flash drive/DVD, etc.		N
2	Requests Requiring Special Programming or Formatting	Actual Cost	per hour / T&M		N



User and Regulatory Fees

Illustration of Proposed Fee Changes

City of Milpitas

Schedule of User and Regulatory Fees

Description	Page
Building Safety Fees	1
Planning Fees	24
Planning - Neighborhood Beautification Fees	28
Engineering Fees	29
Utilities Service Fees	30
Fire Fees	34
Ambulance Fees	42
Police Fees	45
Animal Regulation Fees	47
Recreation Fees	49
Finance / Administrative Fees	63
City Clerk Fees	64
Information Technology Fees	65

City of Milpitas

BUILDING SAFETY - CONSTRUCTION

New Construction, Additions, Remodels

Fee Description Occupancy Classification / Square Footage	Current Fee		Current Fee		Proposed Fee		Proposed Fee		Fee Change - Total Base Fee		Note	Yearly Inflator
	Plan Review		Inspection		Plan Review		Inspection		Proposed Total	Proposed Total		
	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee Change (\$)	Base Fee Change (%)		
1 Single-Family, Two-Family - New, Additions, Remodels, Additional Dwelling Units											[a],[b]	
100-	\$297.13		\$486.46									Y
200	\$425.71		\$729.69		\$728.00		\$729.00		\$301.60	26%		Y
300	\$618.58		\$972.92		\$1,005.00		\$972.00		\$385.49	24%		Y
400	\$1,132.92		\$1,337.77		\$1,282.00		\$1,458.00		\$269.31	11%		Y
500	\$1,390.08	\$175.15	\$1,945.85	\$194.58	\$1,559.00	\$166.20	\$1,944.00	\$194.40	\$167.07	5%		Y
1,000	\$2,265.84	\$205.73	\$2,918.77	\$194.58	\$2,390.00	\$221.60	\$2,916.00	\$194.40	\$121.39	2%		Y
1,500	\$3,294.50	\$205.73	\$3,891.69	\$291.88	\$3,498.00	\$221.60	\$3,888.00	\$291.60	\$199.80	3%		Y
2,000	\$4,323.17	\$175.15	\$5,351.08	\$389.17	\$4,606.00	\$183.60	\$5,346.00	\$388.80	\$277.75	3%		Y
2,500	\$5,198.92	\$154.30	\$7,296.93	\$389.17	\$5,524.00	\$166.20	\$7,290.00	\$388.80	\$318.15	3%		Y
3,000	\$5,970.42	\$87.58	\$9,242.78	\$170.26	\$6,355.00	\$91.80	\$9,234.00	\$170.10	\$375.80	2%		Y
4,000	\$6,846.17	\$102.87	\$10,945.39	\$243.23	\$7,273.00	\$110.80	\$10,935.00	\$243.00	\$416.43	2%		Y
5,000	\$7,874.84	\$51.43	\$13,377.70	\$121.62	\$8,381.00	\$55.40	\$13,365.00	\$121.50	\$493.46	2%		Y
Tract or Repetitive Fees	25% of Original		Same as Regular		25% of Original		Same as Regular		varies	varies		N
Commercial / Multi-Family / Non- Residential - New Construction, Tenant Improvement, and Shell											[a],[b]	
2 A-Assembly - New Construction												
1,500	\$4,792.00	\$69.88	\$12,237.56	\$87.41	\$5,334.00	\$73.60	\$12,150.00	\$89.10	\$454.44	3%		Y
7,500	\$8,985.01	\$99.83	\$17,482.22	\$139.86	\$9,750.00	\$103.20	\$17,496.00	\$139.32	\$778.77	3%		Y
15,000	\$16,472.52	\$89.85	\$27,971.56	\$149.18	\$17,490.00	\$93.97	\$27,945.00	\$149.04	\$990.93	2%		Y
30,000	\$29,950.03	\$16.64	\$50,348.80	\$62.94	\$31,585.00	\$17.39	\$50,301.00	\$63.18	\$1,587.17	2%		Y
75,000	\$37,437.54	\$21.96	\$78,670.00	\$25.64	\$39,412.00	\$22.86	\$78,732.00	\$25.60	\$2,036.46	2%		Y
150,000	\$53,910.05	\$35.94	\$97,900.45	\$65.50	\$56,554.00	\$37.40	\$97,929.00	\$65.39	\$2,672.50	2%		Y
3 A-Assembly - Tenant Improvement												
500	\$1,797.50	\$78.64	\$3,405.23	\$72.97	\$2,113.00	\$77.95	\$3,402.00	\$72.90	\$312.26	6%		Y
2,500	\$3,370.32	\$112.34	\$4,864.62	\$116.75	\$3,672.00	\$117.76	\$4,860.00	\$116.64	\$297.06	4%		Y
5,000	\$6,178.92	\$101.11	\$7,783.39	\$124.53	\$6,616.00	\$103.20	\$7,776.00	\$126.36	\$429.69	3%		Y
10,000	\$11,234.40	\$25.19	\$14,010.10	\$52.54	\$11,776.00	\$19.63	\$14,094.00	\$51.84	\$625.49	2%		Y
25,000	\$15,012.27	\$42.21	\$21,890.78	\$21.40	\$14,720.00	\$25.07	\$21,870.00	\$21.38	(\$313.05)	-1%		Y
50,000	\$25,565.23	\$51.13	\$27,241.86	\$54.49	\$20,988.00	\$30.37	\$27,216.00	\$54.44	(\$4,603.09)	-9%		Y

City of Milpitas

BUILDING SAFETY - CONSTRUCTION

New Construction, Additions, Remodels

		Current Fee		Current Fee		Proposed Fee		Proposed Fee		Fee Change - Total Base Fee			
		Plan Review		Inspection		Plan Review		Inspection					
Fee Description Occupancy Classification / Square Footage		Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Proposed Total Base Fee Change (\$)	Proposed Total Base Fee Change (%)	Note	Yearly Inflator
4	B - Business - New Construction												
	1,000	\$4,531.67	\$97.83	\$8,513.08	\$91.21	\$4,780.00	\$103.48	\$8,505.00	\$91.13	\$240.25	2%		Y
	5,000	\$8,444.76	\$134.84	\$12,161.55	\$145.94	\$8,919.00	\$143.72	\$12,150.00	\$145.80	\$462.70	2%		Y
	10,000	\$15,186.68	\$119.90	\$19,458.47	\$155.67	\$16,105.00	\$128.13	\$19,440.00	\$155.52	\$899.84	3%		Y
	20,000	\$27,176.19	\$22.13	\$35,025.25	\$65.67	\$28,918.00	\$23.66	\$34,992.00	\$65.61	\$1,708.55	3%		Y
	50,000	\$33,813.87	\$34.78	\$54,726.96	\$32.11	\$36,017.00	\$37.26	\$54,675.00	\$32.08	\$2,151.17	2%		Y
	100,000	\$51,203.89	\$51.20	\$70,780.20	\$70.78	\$54,647.00	\$54.85	\$70,713.00	\$70.71	\$3,375.91	3%		Y
5	B - Business - Tenant Improvement												
	500	\$1,736.85	\$75.99	\$3,724.47	\$79.81	\$2,113.00	\$73.60	\$3,888.00	\$72.90	\$539.68	10%		Y
	2,500	\$3,256.59	\$108.55	\$5,320.68	\$127.70	\$3,585.00	\$114.28	\$5,346.00	\$126.36	\$353.73	4%		Y
	5,000	\$5,970.42	\$97.70	\$8,513.08	\$136.21	\$6,442.00	\$103.20	\$8,505.00	\$136.08	\$463.49	3%		Y
	10,000	\$10,855.31	\$18.09	\$15,323.55	\$57.46	\$11,602.00	\$19.63	\$15,309.00	\$58.32	\$732.14	3%		Y
	25,000	\$13,569.14	\$23.88	\$23,943.04	\$23.41	\$14,546.00	\$25.07	\$24,057.00	\$23.33	\$1,090.81	3%		Y
	50,000	\$19,539.57	\$39.08	\$29,795.79	\$59.59	\$20,814.00	\$41.02	\$29,889.00	\$59.38	\$1,367.65	3%		Y
6	E - Education - New Construction												
	500	\$2,038.11	\$89.17	\$4,682.20	\$100.33	\$3,118.00	\$123.85	\$4,860.00	\$97.20	\$1,257.69	19%		Y
	2,500	\$3,821.46	\$127.38	\$6,688.85	\$160.53	\$5,595.00	\$76.92	\$6,804.00	\$155.52	\$1,888.69	18%		Y
	5,000	\$7,006.01	\$114.64	\$10,702.16	\$171.23	\$7,518.00	\$121.24	\$10,692.00	\$174.96	\$501.83	3%		Y
	10,000	\$12,738.19	\$21.23	\$19,263.89	\$72.24	\$13,580.00	\$22.63	\$19,440.00	\$71.28	\$1,017.92	3%		Y
	25,000	\$15,922.74	\$28.02	\$30,099.83	\$29.43	\$16,975.00	\$28.68	\$30,132.00	\$29.16	\$1,084.43	2%		Y
	50,000	\$22,928.75	\$45.86	\$37,457.56	\$74.91	\$24,145.00	\$46.93	\$37,422.00	\$74.22	\$1,180.69	2%		Y
7	E - Education - Tenant Improvement												
	100	\$958.40	\$209.65	\$1,702.62	\$182.42	\$1,282.00	\$277.00	\$1,701.00	\$182.25	\$321.98	12%		Y
	500	\$1,797.00	\$299.50	\$2,432.31	\$291.88	\$2,390.00	\$239.00	\$2,430.00	\$291.60	\$590.69	14%		Y
	1,000	\$3,294.50	\$269.55	\$3,891.69	\$311.34	\$3,585.00	\$285.70	\$3,888.00	\$340.20	\$286.80	4%		Y
	2,000	\$5,990.01	\$49.92	\$7,005.05	\$131.34	\$6,442.00	\$61.20	\$7,290.00	\$121.50	\$736.94	6%		Y
	5,000	\$7,487.51	\$65.89	\$10,945.39	\$53.51	\$8,278.00	\$69.96	\$10,935.00	\$53.46	\$780.10	4%		Y
	10,000	\$10,782.01	\$107.82	\$13,620.93	\$136.21	\$11,776.00	\$114.48	\$13,608.00	\$136.08	\$981.06	4%		Y
8	F - Factory - New Construction												
	5,000	\$6,589.01	\$22.66	\$9,729.24	\$48.65	\$6,996.00	\$23.90	\$9,720.00	\$48.60	\$397.76	2%		Y
	25,000	\$11,120.68	\$51.04	\$19,458.47	\$116.75	\$11,776.00	\$53.88	\$19,440.00	\$116.64	\$636.85	2%		Y
	50,000	\$23,881.69	\$16.46	\$48,646.18	\$34.05	\$25,246.00	\$18.08	\$48,600.00	\$34.02	\$1,318.12	2%		Y
	100,000	\$32,111.03	\$9.50	\$65,672.35	\$8.92	\$34,284.00	\$10.27	\$65,610.00	\$8.91	\$2,110.62	2%		Y
	250,000	\$46,359.47	\$5.27	\$79,050.05	\$17.03	\$49,693.00	\$5.61	\$78,975.00	\$17.01	\$3,258.48	3%		Y
	500,000	\$59,530.56	\$11.90	\$121,615.46	\$24.32	\$63,717.00	\$12.67	\$121,500.00	\$24.30	\$4,070.97	2%		Y

City of Milpitas

BUILDING SAFETY - CONSTRUCTION

New Construction, Additions, Remodels

Fee Description Occupancy Classification / Square Footage	Current Fee		Current Fee		Proposed Fee		Proposed Fee		Fee Change - Total Base Fee		Note	Yearly Inflator
	Plan Review		Inspection		Plan Review		Inspection		Proposed Total	Proposed Total		
	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee Change (\$)	Base Fee Change (%)		
9 F - Factory - Tenant Improvement												
2,000	\$2,538.18	\$21.50	\$2,653.43	\$22.11	\$2,944.00	\$21.86	\$3,159.00	\$18.23	\$911.40	18%		Y
10,000	\$4,258.09	\$51.60	\$4,422.38	\$53.07	\$4,693.00	\$53.50	\$4,617.00	\$51.03	\$629.53	7%		Y
20,000	\$9,417.84	\$17.09	\$9,729.24	\$17.69	\$10,043.00	\$18.88	\$9,720.00	\$18.23	\$615.92	3%		Y
40,000	\$12,836.83	\$9.57	\$13,267.14	\$10.13	\$13,818.00	\$10.45	\$13,365.00	\$10.13	\$1,079.03	4%		Y
100,000	\$18,577.03	\$5.48	\$19,347.91	\$5.53	\$20,086.00	\$5.71	\$19,440.00	\$5.59	\$1,601.06	4%		Y
200,000	\$24,056.02	\$12.03	\$24,875.89	\$12.43	\$25,800.00	\$12.55	\$25,029.00	\$12.57	\$1,897.09	4%		Y
10 H - Hazardous Materials - New Construction												
1,000	\$5,180.22	\$113.32	\$9,577.22	\$102.61	\$5,888.00	\$119.50	\$9,720.00	\$97.20	\$850.56	6%		Y
5,000	\$9,712.92	\$161.88	\$13,681.74	\$164.18	\$10,668.00	\$169.68	\$13,608.00	\$165.24	\$881.34	4%		Y
10,000	\$17,807.02	\$145.69	\$21,890.78	\$175.13	\$19,152.00	\$154.80	\$21,870.00	\$174.96	\$1,324.20	3%		Y
20,000	\$32,376.40	\$26.98	\$39,403.41	\$73.88	\$34,632.00	\$28.86	\$39,366.00	\$73.71	\$2,218.19	3%		Y
50,000	\$40,470.50	\$35.61	\$61,567.83	\$30.10	\$43,290.00	\$37.61	\$61,479.00	\$30.13	\$2,730.68	3%		Y
100,000	\$58,277.51	\$58.28	\$76,617.74	\$76.62	\$62,094.00	\$61.55	\$76,545.00	\$76.70	\$3,743.74	3%		Y
11 H - Hazardous Materials - Tenant Improvement												
1,000	\$2,590.11	\$56.66	\$5,107.85	\$54.73	\$2,944.00	\$57.58	\$5,103.00	\$54.68	\$349.04	5%		Y
5,000	\$4,856.46	\$80.94	\$7,296.93	\$87.56	\$5,247.00	\$84.84	\$7,290.00	\$87.48	\$383.61	3%		Y
10,000	\$8,903.51	\$72.85	\$11,675.08	\$93.40	\$9,489.00	\$78.27	\$11,664.00	\$92.34	\$574.41	3%		Y
20,000	\$16,188.20	\$13.49	\$21,015.15	\$39.40	\$17,316.00	\$14.43	\$20,898.00	\$39.69	\$1,010.65	3%		Y
50,000	\$20,235.25	\$17.81	\$32,836.17	\$16.05	\$21,645.00	\$18.98	\$32,805.00	\$16.04	\$1,378.58	3%		Y
100,000	\$29,138.76	\$29.14	\$40,862.80	\$40.86	\$31,134.00	\$31.05	\$40,824.00	\$40.82	\$1,956.45	3%		Y
12 I - Licensed Clinics - New Construction												
2,000	\$3,113.80	\$34.06	\$6,384.81	\$34.20	\$3,672.00	\$37.89	\$6,561.00	\$33.41	\$734.39	8%		Y
10,000	\$5,838.37	\$48.65	\$9,121.16	\$54.73	\$6,703.00	\$52.47	\$9,234.00	\$53.46	\$977.47	7%		Y
20,000	\$10,703.68	\$43.79	\$14,593.86	\$58.38	\$11,950.00	\$48.32	\$14,580.00	\$58.32	\$1,232.47	5%		Y
40,000	\$19,461.23	\$8.11	\$26,268.94	\$24.63	\$21,613.00	\$8.89	\$26,244.00	\$24.71	\$2,126.83	5%		Y
100,000	\$24,326.54	\$10.70	\$41,045.22	\$10.03	\$26,947.00	\$11.60	\$41,067.00	\$9.96	\$2,642.24	4%		Y
200,000	\$35,030.22	\$17.52	\$51,078.49	\$25.54	\$38,549.00	\$18.99	\$51,030.00	\$25.36	\$3,470.29	4%		Y
13 I - Licensed Clinics - Tenant Improvement												
1,000	\$1,257.65	\$27.51	\$2,660.34	\$28.50	\$1,257.65	\$27.51	\$2,660.34	\$28.50	\$0.00	0%		Y
5,000	\$2,358.09	\$39.30	\$3,800.48	\$45.61	\$2,358.09	\$39.30	\$3,800.48	\$45.61	\$0.00	0%		Y
10,000	\$4,323.17	\$35.37	\$6,080.77	\$48.65	\$4,323.17	\$35.37	\$6,080.77	\$48.65	\$0.00	0%		Y
20,000	\$7,860.31	\$6.55	\$10,945.39	\$20.52	\$7,860.31	\$6.55	\$10,945.39	\$20.52	\$0.00	0%		Y
50,000	\$9,825.39	\$8.65	\$17,102.17	\$8.36	\$9,825.39	\$8.65	\$17,102.17	\$8.36	\$0.00	0%		Y
100,000	\$14,148.56	\$14.15	\$21,282.71	\$21.29	\$14,148.56	\$14.15	\$21,282.71	\$21.29	\$0.00	0%		Y

City of Milpitas

BUILDING SAFETY - CONSTRUCTION

New Construction, Additions, Remodels

Fee Description Occupancy Classification / Square Footage	Current Fee		Current Fee		Proposed Fee		Proposed Fee		Fee Change - Total Base Fee		Note	Yearly Inflator
	Plan Review		Inspection		Plan Review		Inspection		Proposed Total	Proposed Total		
	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee Change (\$)	Base Fee Change (%)		
14 M - Mercantile - New Construction												
500	\$2,575.95	\$112.70	\$5,320.68	\$114.01	\$3,118.00	\$123.85	\$5,346.00	\$121.50	\$567.37	7%		Y
2,500	\$4,829.91	\$161.00	\$7,600.97	\$182.42	\$5,595.00	\$165.56	\$7,776.00	\$174.96	\$940.12	8%		Y
5,000	\$8,854.84	\$144.90	\$12,161.55	\$194.58	\$9,734.00	\$151.00	\$12,150.00	\$194.40	\$867.61	4%		Y
10,000	\$16,099.71	\$26.83	\$21,890.78	\$82.09	\$17,284.00	\$28.86	\$21,870.00	\$82.62	\$1,163.50	3%		Y
25,000	\$20,124.64	\$35.42	\$34,204.35	\$33.44	\$21,613.00	\$36.85	\$34,263.00	\$33.05	\$1,547.01	3%		Y
50,000	\$28,979.48	\$57.96	\$42,565.41	\$85.13	\$30,825.00	\$60.30	\$42,525.00	\$84.12	\$1,805.11	3%		Y
15 M - Mercantile - Tenant Improvement												
250	\$1,182.84	\$103.50	\$2,128.27	\$91.21	\$1,559.00	\$91.80	\$2,187.00	\$97.20	\$434.89	13%		Y
1,250	\$2,217.82	\$147.85	\$3,040.39	\$145.94	\$2,477.00	\$162.08	\$3,159.00	\$136.08	\$377.79	7%		Y
2,500	\$4,066.00	\$133.07	\$4,864.62	\$155.67	\$4,503.00	\$139.92	\$4,860.00	\$155.52	\$432.38	5%		Y
5,000	\$7,392.73	\$24.64	\$8,756.31	\$65.67	\$8,001.00	\$28.17	\$8,748.00	\$64.80	\$599.95	4%		Y
12,500	\$9,240.92	\$32.53	\$13,681.74	\$26.76	\$10,114.00	\$34.63	\$13,608.00	\$27.22	\$799.34	3%		Y
25,000	\$13,306.92	\$53.22	\$17,026.16	\$68.10	\$14,443.00	\$56.67	\$17,010.00	\$69.28	\$1,119.91	4%		Y
16 R-1 - Residential Hotels - New Construction												
2,000	\$11,525.10	\$126.06	\$29,263.72	\$156.77	\$12,536.00	\$135.93	\$29,160.00	\$157.95	\$907.18	2%		Y
10,000	\$21,609.57	\$180.08	\$41,805.32	\$250.83	\$23,410.00	\$190.10	\$41,796.00	\$250.29	\$1,791.12	3%		Y
20,000	\$39,617.54	\$162.07	\$66,888.50	\$267.55	\$42,420.00	\$173.84	\$66,825.00	\$267.30	\$2,738.95	3%		Y
40,000	\$72,031.90	\$30.01	\$120,399.31	\$112.87	\$77,187.00	\$32.12	\$120,285.00	\$113.00	\$5,040.80	3%		Y
100,000	\$90,039.87	\$39.62	\$188,123.92	\$45.99	\$96,458.00	\$42.42	\$188,082.00	\$45.93	\$6,376.21	2%		Y
200,000	\$129,657.41	\$64.83	\$234,109.76	\$117.05	\$138,878.00	\$69.42	\$234,009.00	\$116.90	\$9,119.82	3%		Y
17 R-1 - Residential Hotels - Tenant Improvement												
500	\$2,739.74	\$119.86	\$6,810.47	\$145.94	\$2,944.00	\$129.00	\$6,804.00	\$145.80	\$197.80	2%		Y
2,500	\$5,137.01	\$171.23	\$9,729.24	\$233.50	\$5,524.00	\$180.76	\$9,720.00	\$233.28	\$377.76	3%		Y
5,000	\$9,417.84	\$154.11	\$15,566.78	\$249.07	\$10,043.00	\$167.62	\$15,552.00	\$247.86	\$610.38	2%		Y
10,000	\$17,123.35	\$28.54	\$28,020.20	\$105.08	\$18,424.00	\$30.71	\$27,945.00	\$105.30	\$1,225.45	3%		Y
25,000	\$21,404.19	\$37.67	\$43,781.57	\$42.81	\$23,030.00	\$40.17	\$43,740.00	\$42.77	\$1,584.24	2%		Y
50,000	\$30,822.03	\$61.64	\$54,483.73	\$108.97	\$33,073.00	\$65.73	\$54,432.00	\$108.86	\$2,199.24	3%		Y
18 R-2 - Residential Multi-Family - New Construction												
2,000	\$24,107.16	\$12.62	\$37,244.74	\$199.53	\$26,109.00	\$14.74	\$37,179.00	\$200.48	\$1,936.11	3%		Y
10,000	\$25,116.39	\$209.30	\$53,206.76	\$319.24	\$27,288.00	\$220.57	\$53,217.00	\$318.33	\$2,181.84	3%		Y
20,000	\$46,046.72	\$188.37	\$85,130.82	\$340.52	\$49,345.00	\$201.54	\$85,050.00	\$340.20	\$3,217.46	2%		Y
40,000	\$83,721.30	\$34.88	\$153,235.48	\$143.66	\$89,652.00	\$37.66	\$153,090.00	\$143.78	\$5,785.22	2%		Y
100,000	\$104,651.63	\$46.05	\$239,430.44	\$58.53	\$112,247.00	\$49.35	\$239,355.00	\$58.32	\$7,519.93	2%		Y
200,000	\$150,698.34	\$75.35	\$297,957.88	\$148.98	\$161,592.00	\$80.75	\$297,675.00	\$148.45	\$10,610.77	2%		Y

City of Milpitas

BUILDING SAFETY - CONSTRUCTION

New Construction, Additions, Remodels

Fee Description Occupancy Classification / Square Footage	Current Fee		Current Fee		Proposed Fee		Proposed Fee		Fee Change - Total Base Fee		Note	Yearly Inflator
	Plan Review		Inspection		Plan Review		Inspection		Proposed Total	Proposed Total		
	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee Change (\$)	Base Fee Change (%)		
19 R-2 - Residential Multi-Family - Tenant Improvement												
500	\$3,487.86	\$152.59	\$7,448.95	\$159.62	\$3,775.00	\$170.55	\$7,533.00	\$157.95	\$371.19	3%		Y
2,500	\$6,539.73	\$217.99	\$10,641.35	\$255.39	\$7,186.00	\$225.08	\$10,692.00	\$252.72	\$696.91	4%		Y
5,000	\$11,989.51	\$196.19	\$17,026.16	\$272.42	\$12,813.00	\$211.94	\$17,010.00	\$272.16	\$807.32	3%		Y
10,000	\$21,799.11	\$36.33	\$30,647.10	\$114.93	\$23,410.00	\$38.09	\$30,618.00	\$115.02	\$1,581.79	3%		Y
25,000	\$27,248.89	\$47.96	\$47,886.09	\$46.82	\$29,124.00	\$51.25	\$47,871.00	\$46.66	\$1,860.02	2%		Y
50,000	\$39,238.41	\$78.48	\$59,591.58	\$119.18	\$41,937.00	\$83.87	\$59,535.00	\$118.76	\$2,642.02	3%		Y
20 R-4 - Care / Assisted Living - New Construction												
2,000	\$7,036.37	\$76.96	\$15,962.03	\$85.51	\$7,550.00	\$83.99	\$16,038.00	\$85.05	\$589.60	3%		Y
10,000	\$13,193.20	\$109.94	\$22,802.90	\$136.82	\$14,269.00	\$115.31	\$22,842.00	\$136.08	\$1,114.91	3%		Y
20,000	\$24,187.53	\$98.95	\$36,484.64	\$145.94	\$25,800.00	\$105.97	\$36,450.00	\$145.80	\$1,577.84	3%		Y
40,000	\$43,977.32	\$18.32	\$65,672.35	\$61.57	\$46,994.00	\$19.65	\$65,610.00	\$61.56	\$2,954.33	3%		Y
100,000	\$54,971.65	\$24.19	\$102,613.05	\$25.08	\$58,786.00	\$25.80	\$102,546.00	\$25.03	\$3,747.31	2%		Y
200,000	\$79,159.17	\$39.58	\$127,696.24	\$63.85	\$84,586.00	\$42.22	\$127,575.00	\$63.71	\$5,305.59	3%		Y
21 R-4 - Care / Assisted Living - Tenant Improvement												
1,000	\$3,427.20	\$74.97	\$8,513.08	\$91.21	\$3,775.00	\$85.28	\$8,505.00	\$91.13	\$339.71	3%		Y
5,000	\$6,426.01	\$107.10	\$12,161.55	\$145.94	\$7,186.00	\$112.54	\$12,150.00	\$145.80	\$748.45	4%		Y
10,000	\$11,781.01	\$96.39	\$19,458.47	\$155.67	\$12,813.00	\$105.97	\$19,440.00	\$155.52	\$1,013.51	3%		Y
20,000	\$21,420.02	\$17.85	\$35,025.25	\$65.67	\$23,410.00	\$19.05	\$34,992.00	\$65.61	\$1,956.72	3%		Y
50,000	\$26,775.03	\$23.56	\$54,726.96	\$26.76	\$29,124.00	\$25.63	\$54,675.00	\$26.73	\$2,297.01	3%		Y
100,000	\$38,556.04	\$38.56	\$68,104.66	\$68.10	\$41,937.00	\$41.93	\$68,040.00	\$68.04	\$3,316.30	3%		Y
22 S-1 - Storage Moderate Hazard - New Construction												
1,000	\$4,191.50	\$91.69	\$7,981.01	\$85.51	\$4,780.00	\$103.48	\$8,019.00	\$85.05	\$626.49	5%		Y
5,000	\$7,859.05	\$130.98	\$11,401.45	\$136.82	\$8,919.00	\$138.18	\$11,421.00	\$136.08	\$1,079.50	6%		Y
10,000	\$14,408.27	\$117.89	\$18,242.32	\$145.94	\$15,828.00	\$125.36	\$18,225.00	\$145.80	\$1,402.42	4%		Y
20,000	\$26,196.85	\$21.83	\$32,836.17	\$61.57	\$28,364.00	\$23.66	\$32,805.00	\$61.56	\$2,135.98	4%		Y
50,000	\$32,746.06	\$28.82	\$51,306.52	\$25.08	\$35,463.00	\$30.61	\$51,273.00	\$25.27	\$2,683.42	3%		Y
100,000	\$47,154.32	\$47.15	\$63,848.12	\$63.85	\$50,769.00	\$50.09	\$63,909.00	\$64.33	\$3,675.56	3%		Y

City of Milpitas

BUILDING SAFETY - CONSTRUCTION

New Construction, Additions, Remodels

Fee Description Occupancy Classification / Square Footage	Current Fee		Current Fee		Proposed Fee		Proposed Fee		Fee Change - Total Base Fee		Note	Yearly Inflator
	Plan Review		Inspection		Plan Review		Inspection		Proposed Total	Proposed Total		
	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee	Fee Per Add'l 100 SF or Fraction Thereof	Base Fee Change (\$)	Base Fee Change (%)		
23 S-2 - Storage Low Hazard - New Construction												
1,000	\$2,305.02	\$50.42	\$4,682.20	\$50.17	\$2,305.02	\$50.42	\$4,682.20	\$50.17	\$0.00	0%		Y
5,000	\$4,321.91	\$72.03	\$6,688.85	\$80.27	\$4,321.91	\$72.03	\$6,688.85	\$80.27	\$0.00	0%		Y
10,000	\$7,923.51	\$64.83	\$10,702.16	\$85.62	\$7,923.51	\$64.83	\$10,702.16	\$85.62	\$0.00	0%		Y
20,000	\$14,406.38	\$12.01	\$19,263.89	\$36.12	\$14,406.38	\$12.01	\$19,263.89	\$36.12	\$0.00	0%		Y
50,000	\$18,007.97	\$15.85	\$30,099.83	\$14.72	\$18,007.97	\$15.85	\$30,099.83	\$14.72	\$0.00	0%		Y
100,000	\$25,931.48	\$25.93	\$37,457.56	\$37.46	\$25,931.48	\$25.93	\$37,457.56	\$37.46	\$0.00	0%		Y
24 S - Storage - Tenant Improvement												
500	\$1,706.52	\$74.66	\$2,926.37	\$62.71	\$2,113.00	\$73.60	\$2,916.00	\$60.75	\$396.10	9%		Y
2,500	\$3,199.73	\$106.66	\$4,180.53	\$100.33	\$3,585.00	\$114.28	\$4,131.00	\$106.92	\$335.74	5%		Y
5,000	\$5,866.17	\$95.99	\$6,688.85	\$107.02	\$6,442.00	\$106.68	\$6,804.00	\$106.92	\$690.98	6%		Y
10,000	\$10,665.77	\$17.78	\$12,039.93	\$45.15	\$11,776.00	\$19.63	\$12,150.00	\$43.74	\$1,220.30	5%		Y
25,000	\$13,332.21	\$23.46	\$18,812.39	\$18.39	\$14,720.00	\$25.77	\$18,711.00	\$18.47	\$1,286.40	4%		Y
50,000	\$19,198.38	\$38.40	\$23,410.98	\$46.82	\$21,162.00	\$42.17	\$23,328.00	\$47.01	\$1,880.64	4%		Y
25 U - Utility - Misc - New Construction												
150	\$988.73	\$144.19	\$1,809.03	\$129.22	\$1,646.00	\$167.50	\$1,944.00	\$162.00	\$792.24	28%		Y
750	\$1,853.87	\$205.99	\$2,584.33	\$206.75	\$2,651.00	\$159.33	\$2,916.00	\$162.00	\$1,128.81	25%		Y
1,500	\$3,398.75	\$185.39	\$4,134.93	\$220.53	\$3,846.00	\$190.47	\$4,131.00	\$226.80	\$443.32	6%		Y
3,000	\$6,179.55	\$34.33	\$7,442.87	\$93.04	\$6,703.00	\$32.71	\$7,533.00	\$91.80	\$613.58	5%		Y
7,500	\$7,724.44	\$45.32	\$11,629.48	\$37.90	\$8,175.00	\$50.33	\$11,664.00	\$38.88	\$485.08	3%		Y
15,000	\$11,123.19	\$74.16	\$14,472.24	\$96.48	\$11,950.00	\$82.37	\$14,580.00	\$98.97	\$934.57	4%		Y
26 U - Utility - Misc - Tenant Improvement												
100	\$659.15	\$144.19	\$1,276.96	\$136.82	\$1,005.00	\$160.25	\$1,458.00	\$121.50	\$526.89	27%		Y
500	\$1,235.91	\$205.99	\$1,824.23	\$218.91	\$1,646.00	\$183.60	\$1,944.00	\$194.40	\$529.86	17%		Y
1,000	\$2,265.84	\$185.39	\$2,918.77	\$233.50	\$2,564.00	\$202.60	\$2,916.00	\$243.00	\$295.39	6%		Y
2,000	\$4,119.70	\$34.33	\$5,253.79	\$98.51	\$4,590.00	\$30.60	\$5,346.00	\$97.20	\$562.51	6%		Y
5,000	\$5,149.63	\$45.32	\$8,209.04	\$40.13	\$5,508.00	\$47.80	\$8,262.00	\$38.88	\$411.33	3%		Y
10,000	\$7,415.46	\$74.16	\$10,215.70	\$102.16	\$7,898.00	\$78.22	\$10,206.00	\$98.97	\$472.84	3%		Y
27 Shell Building												
5,000	\$6,227.59	\$27.25	\$11,705.49	\$25.08	\$6,719.00	\$30.39	\$11,664.00	\$25.52	\$449.92	3%		Y
25,000	\$11,676.74	\$38.92	\$16,722.13	\$40.13	\$12,797.00	\$40.93	\$16,767.00	\$39.85	\$1,165.13	4%		Y
50,000	\$21,407.36	\$35.03	\$26,755.40	\$42.81	\$23,030.00	\$37.61	\$26,730.00	\$42.77	\$1,597.24	3%		Y
100,000	\$38,922.46	\$6.49	\$48,159.72	\$18.06	\$41,834.00	\$6.88	\$48,114.00	\$18.14	\$2,865.81	3%		Y
250,000	\$48,653.08	\$8.56	\$75,249.57	\$7.36	\$52,154.00	\$9.07	\$75,330.00	\$7.29	\$3,581.35	3%		Y
500,000	\$70,060.44	\$14.01	\$93,643.91	\$18.73	\$74,836.00	\$14.84	\$93,555.00	\$18.56	\$4,686.66	3%		Y

[a] Amounts exclude City of Milpitas standard permitting fees and State of California fees.

[b] Each fee listed in this schedule is based on the estimated service time required to perform a standard service request. Additional fees may be charged on an hourly basis should the staff time spent exceed the allotted time based on the fees charged.

City of Milpitas
BUILDING SAFETY - MISCELLANEOUS

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
MISCELLANEOUS FEES - RESIDENTIAL								[b]	
Combination Permits									
1 Attached Garage - 1 to 3 cars	\$1,466	\$1,457	\$1,457	100%		(\$9)	-1%	[a]	Y
2 Detached Garage or Accessory Structure	\$1,260	\$1,457	\$1,260	86%		\$0	0%	[a]	Y
3 Bathroom Remodel (1 or more if inspected at same time)	\$1,074	\$1,059	\$1,059	100%		(\$15)	-1%	[a]	Y
4 Kitchen Remodel	\$1,074	\$1,059	\$1,059	100%		(\$15)	-1%	[a]	Y
5 Kitchen and Bathroom Remodel (1 or more bathroom if inspected at same time)	\$1,560	\$1,545	\$1,545	100%		(\$16)	-1%	[a]	Y
6 Patio Enclosure / Sunroom	\$1,446	\$1,440	\$1,440	100%		(\$6)	0%	[a]	Y
7 Garage conversion	\$1,381	\$1,371	\$1,371	100%		(\$11)	-1%	[a]	Y
8 Green House	\$1,138	\$1,128	\$1,128	100%		(\$10)	-1%	[a]	Y
9 Patio Cover	\$1,138	\$1,128	\$1,128	100%		(\$10)	-1%	[a]	Y
10 Window, Skylight or Exterior Door Replacement									
a) Frame to remain (Retrofit) (1-9)	\$952	\$209	\$209	100%		(\$744)	-78%	[a]	Y
b) Frame to remain (Retrofit) (10+)	\$952	\$330	\$330	100%		(\$622)	-65%	[a]	Y
c) Frame replaced (1-3)	\$952	\$330	\$330	100%		(\$622)	-65%	[a]	Y
d) Frame replaced (4-10)	\$952	\$573	\$573	100%		(\$379)	-40%	[a]	Y
e) Frame replaced (11-20)	\$952	\$816	\$816	100%		(\$136)	-14%	[a]	Y
f) Frame replaced (20+)	\$952	\$1,059	\$1,059	100%		\$107	11%	[a]	Y
Miscellaneous Construction									
11 Wood Fences over 7' high, concrete / masonry over 4' high	\$847	\$850	\$850	100%		\$3	0%	[a]	Y
12 Sound Wall	\$1,470	\$1,492	\$1,492	100%		\$22	1%	[a]	Y
13 Structural Roof Conversions	\$2.26 per SF	\$1,232	\$1,232	100%		varies	varies	[a]	Y
14 AC Condenser Replacement	\$304	\$304	\$304	100%		(\$0)	0%		Y
15 Furnace Replacement	\$365	\$365	\$365	100%		(\$0)	0%		Y
16 Water Heater Replacement	\$365	\$365	\$365	100%		(\$0)	0%		Y

City of Milpitas
BUILDING SAFETY - MISCELLANEOUS

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
17 Solar Permit									
a) 15kW or less	\$450		\$450			\$0	0%		N
b) Above 15kW – base	\$450		\$450		base	\$0	0%		N
c) Above 15kW – per kW	\$15		\$15		per kW	\$0	0%		N
18 Solar Thermal									
a) 10kWth or less	\$450		\$450			\$0	0%		N
b) 10kWth or more - base	\$450		\$450		base	\$0	0%		N
c) 10kWth or more – per kWth	\$15		\$15		per kWth	\$0	0%		N
19 Fireplace reconstruction	\$719	\$712	\$712	100%		(\$8)	-1%	[a]	Y
20 Siding/stucco replacement	\$608	\$608	\$608	100%		(\$1)	0%		Y
21 Seismic Strengthening	\$719	\$712	\$712	100%		(\$8)	-1%	[a]	Y
22 Demolition Permit									
a) Accessory Structures Demolition	\$598	\$399	\$399	100%		(\$198)	-33%	[a]	Y
b) Interior Non-Structural Demolition	\$598	\$469	\$469	100%		(\$129)	-22%	[a]	Y
c) Total Building Demolition	\$598	\$712	\$712	100%		\$114	19%	[a]	Y
23 Miscellaneous Construction Not Listed									
a) Permit Issuance Fee		\$174	\$174	100%		varies	varies		Y
b) Plan Review and Inspection	See hourly rates for Plan Review and Inspection		See hourly rates for Plan Review and Inspection			varies	varies		N
MISCELLANEOUS FEES - MULTI-FAMILY AND COMMERCIAL								[b]	
Miscellaneous Construction									
24 Permit Issuance Fee	\$208	\$174	\$174	100%		(\$34)	-17%		Y
25 Equipment Installation									
a) Each Type - Plan Review	\$514	\$554	\$554	100%		\$40	8%		Y
b) Each 2 pieces or fraction thereof - Inspection	\$486	\$486	\$486	100%		(\$0)	0%		Y
26 Racks, each type									
a) Each Rack Type	\$879	\$919	\$919	100%		\$39	4%		Y
b) Each 5 racks or fraction thereof	\$243	\$243	\$243	100%		(\$0)	0%		Y
27 Roof Screen	\$1,122	\$1,162	\$1,162	100%		\$39	3%	[a]	Y

City of Milpitas
BUILDING SAFETY - MISCELLANEOUS

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
28 Fences	\$1,122	\$1,162	\$1,162	100%		\$39	3%	[a]	Y
29 Monument Sign									
a) Each Piece - Not Electrical	\$744	\$763	\$763	100%		\$19	3%	[a]	Y
b) Each Piece - Including Electrical	\$930	\$954	\$954	100%		\$24	3%	[a]	Y
30 Wall Mounted Sign									
a) Not Electrical	\$500	\$520	\$520	100%		\$20	4%	[a]	Y
b) Including Electrical	\$686	\$711	\$711	100%		\$24	4%	[a]	Y
31 Solar Permit									
a) 50kW or less	\$1,000		\$1,000			\$0	0%		N
b) 50kW – 250kW – Base	\$1,000		\$1,000		base	\$0	0%		N
c) 50kW – 250kW – per kW above 50kW	\$7		\$7		per kW	\$0	0%		N
d) Above 250kW – base	\$2,400		\$2,400		base	\$0	0%		N
e) Above 250kW – per kW	\$5		\$5		per kW	\$0	0%		N
32 Solar Thermal									
a) 30kWth or less	\$1,000		\$1,000			\$0	0%		N
b) 30kWth – 260kWth – Base	\$1,000		\$1,000		base	\$0	0%		N
c) 30kWth – 260kWth – per kWth above 30kWth	\$7		\$7		per kWth	\$0	0%		N
d) 260+ kWth – Base	\$2,610		\$2,610		base	\$0	0%		N
e) 260+ kWth – per kWth above 260kWth	\$5		\$5		per kWth	\$0	0%		N
33 Demolition Permit									
a) Equipment Demolition:									
i) First 4 Pieces	\$598	\$260	\$260	100%		(\$338)	-56%	[a]	Y
ii) Fee for Each Additional 4 Pieces or Fraction Thereof	\$598	\$122	\$122	100%		(\$476)	-80%	[a]	Y
b) Interior Non-Structural Demolition	\$598	\$625	\$625	100%		\$27	4%	[a]	Y
c) Total Building Demolition	\$598	\$868	\$868	100%		\$270	45%	[a]	Y
34 Window, Skylight or Exterior Door Replacement									
a) Plan Check Fee - (min. 1 hr) - per hour	varies	\$277	\$277	100%	per hour	varies	varies		Y
b) Inspection Fee									
i) up to 2	varies	\$486	\$486	100%		varies	varies		Y
ii) 3-10	varies	\$972	\$972	100%		varies	varies		Y
iii) above 10 - base	varies	\$972	\$972	100%		varies	varies		Y
iv) above 10 - each 10 or fraction thereof	varies	\$243	\$243	100%		varies	varies		Y

City of Milpitas
BUILDING SAFETY - MISCELLANEOUS

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
35 Kiosks									
a) Plan Check Fee - (min. 1 hr) - per hour	varies	\$277	\$277	100%	per hour	varies	varies		Y
b) Inspection Fee									
i) up to 200 sq ft	varies	\$243	\$243	100%		varies	varies		Y
ii) above 200 sq ft	varies	\$486	\$486	100%		varies	varies		Y
36 Miscellaneous Construction Not Listed	See hourly rates for Plan Review and Inspection		See hourly rates for Plan Review and Inspection			varies	varies		N
Other Plan Check, Inspection and Permit Fees									
37 Certificate of Occupancy (inspection, record review, printing)									
a) Tenant space up to 400 sq ft	\$252	\$252	\$252	100%		\$0	0%		Y
b) Tenant space over 400 sq ft	\$756	\$738	\$738	100%		(\$18)	-2%		Y
38 Temporary Building Permit Issuance ***	\$466	\$451	\$451	100%		(\$15)	-3%		Y
39 Accessibility Exception Request	\$619	\$641	\$641	100%		\$22	4%		Y
40 Christmas Tree Lot	\$347	\$330	\$330	100%		(\$17)	-5%		Y
41 Faithful Performance Bond Execution	\$361	\$364	\$364	100%		\$3	1%		Y
42 Inspection Investigation Fee (Construction w/o Permits, Per MMC)	100% of insp. Fee		100% of insp. Fee			varies	varies		N
RESIDENTIAL, MULTI-FAMILY, COMMERCIAL, AND MEP FEES								[b]	
Grading									
43 Permit Issuance Fee	\$208	\$174	\$174	100%		(\$34)	-17%		Y
44 Plan Check									
a) 0 - 10,000 Cubic Yards	\$514	\$554	\$554	100%		\$40	8%		Y
b) Add for each additional 10,000 CY or fraction thereof	\$129	\$139	\$139	100%		\$10	8%		Y
c) Over 100,000 Cubic Yards	\$1,672	\$1,801	\$1,801	100%		\$129	8%		Y
d) Over 100,000 Cubic Yards – add for each additional 10,000 CY or fraction thereof	\$64	\$69	\$69	100%		\$5	8%		Y
45 Inspection									
a) 0 - 10,000 Cubic Yards	\$851	\$851	\$851	100%		(\$1)	0%		Y
b) Add for each additional 10,000 CY or fraction thereof	\$122	\$122	\$122	100%		(\$0)	0%		Y
c) Over 100,000 Cubic Yards	\$1,946	\$1,944	\$1,944	100%		(\$2)	0%		Y
d) Over 100,000 Cubic Yards – add for each additional 10,000 CY or fraction thereof	\$61	\$61	\$61	100%		(\$0)	0%		Y

City of Milpitas
BUILDING SAFETY - MISCELLANEOUS

Fee Description		Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
Site Improvement										
46	Permit Issuance	\$208	\$174	\$174	100%		(\$34)	-17%		Y
47	Plan Check									
	a) 0-50,000 SF	\$2,572	\$2,770	\$2,770	100%		\$198	8%		Y
	b) 50,001-100,000 SF	\$3,600	\$3,878	\$3,878	100%		\$278	8%		Y
	c) 100,001-500,000 SF	\$10,287	\$11,080	\$11,080	100%		\$793	8%		Y
	d) 500,001+ SF	\$1.54	\$1.66	\$1.66	100%	per 100 SF	\$0.12	8%		Y
48	Inspection									
	a) 0-50,000 SF	\$3,892	\$3,888	\$3,888	100%		(\$4)	0%		Y
	b) 50,001-100,000 SF	\$5,838	\$5,832	\$5,832	100%		(\$6)	0%		Y
	c) 100,001-500,000 SF	\$12,162	\$12,150	\$12,150	100%		(\$12)	0%		Y
	d) 500,001+ SF	\$2.03	\$2.03	\$2.03	100%	per 100 SF	(\$0.00)	0%		Y
Pools or Spas										
49	Swimming Pool or Spa									
	a) Private	\$1,105	\$1,127	\$1,127	100%		\$22	2%	[a]	Y
	b) Public	\$1,741	\$2,167	\$2,167	100%		\$426	24%	[a]	Y
50	Swimming Pool and Spa Together									
	a) Private	\$1,849	\$1,890	\$1,890	100%		\$41	2%	[a]	Y
	b) Public	\$2,914	\$2,930	\$2,930	100%		\$16	1%	[a]	Y
51	Existing Pools / Spas – Repair or Renovation	\$605	\$607	\$607	100%		\$2	0%	[a]	Y

City of Milpitas
BUILDING SAFETY - MISCELLANEOUS

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
Re-Roofing									
52 Single-Family and Two-Family	\$712	\$695	\$695	100%		(\$18)	-3%	[c]	Y
53 Multi-Family, Residential, each building									
a) Roof Area - 1,000 SF or Less	\$1,145	\$695	\$695	100%		(\$450)	-39%		Y
b) Roof Area - 1,001 SF - 3,500 SF	\$1,145	\$1,181	\$1,181	100%		\$36	3%		Y
c) Roof Area - 3,501 SF - 7,000 SF	\$1,145	\$1,788	\$1,788	100%		\$643	56%		Y
d) Roof Area - 7,001 SF - 14,000 SF	\$1,145	\$2,882	\$2,882	100%		\$1,737	152%		Y
e) Roof Area - 14,001+ SF									
i) Base Fee for First 14,000 SF Roof Area	\$1,145	\$2,882	\$2,882	100%		\$1,737	152%		Y
ii) Fee for Each Additional 100 SF or Fraction Thereof		\$16	\$16	100%		\$16	varies		Y
54 Commercial/Industrial, each building									
a) Roof Area - 1,000 SF or Less	\$1,449	\$938	\$938	100%		(\$512)	-35%		Y
b) Roof Area - 1,001 SF - 3,500 SF	\$1,449	\$1,545	\$1,545	100%		\$96	7%		Y
c) Roof Area - 3,501 SF - 7,000 SF	\$1,449	\$2,274	\$2,274	100%		\$825	57%		Y
d) Roof Area - 7,001 SF - 14,000 SF	\$1,449	\$3,611	\$3,611	100%		\$2,162	149%		Y
e) Roof Area - 14,001+ SF									
i) Base Fee for First 14,000 SF Roof Area	\$1,449	\$3,611	\$3,611	100%		\$2,162	149%		Y
ii) Fee for Each Additional 100 SF or Fraction Thereof		\$20	\$20	100%		\$20	varies		Y
Miscellaneous Fee									
55 Change of Address	\$709	\$694	\$694	100%	per request	(\$15)	-2%		Y
56 Extension of Plan Check	\$104	\$87	\$87	100%		(\$17)	-17%		Y
57 Extension of Permit	\$104	\$87	\$87	100%		(\$17)	-17%		Y
58 Records Research	\$104	\$87	\$87	100%		(\$17)	-17%		Y
59 Records Research with Documentation, per Address	\$156	\$131	\$131	100%	per address	(\$26)	-17%		Y
60 Report of Monthly or Yrly Bldg Permit Activity (no charge to public agencies)	\$104	\$87	\$87	100%		(\$17)	-17%		Y
61 Re-issuing of Building Permit Card	\$69	\$58	\$58	100%		(\$11)	-17%		Y
62 Alternative Materials or Methods of Construction	\$772	\$831	\$831	100%		\$59	8%		Y

City of Milpitas

BUILDING SAFETY - MISCELLANEOUS

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
Other Plan Check and Inspection Permit Fees									
63 Inspection Investigation Fee (Construction w/o Permits, Per MMC)	100% of insp. Fee		100% of insp. Fee			varies	varies		N
64 Reinspection Fee - per reinspection	\$365	\$365	\$365	100%	per reinspection	(\$0)	0%		Y
65 Demolition Permit	\$598							{a}	
65 Revision / Deferred Submittal Plan Check - per hour	\$257	\$277	\$277	100%	per hour	\$20	8%		Y
66 Digitizing									
a) Document Size up to 11"x17"									
i) 1st 10 pages	\$1		\$1		each	\$0	0%		N
ii) Each additional page	\$0.50		\$0.50		each	\$0.00	0%		N
b) Document Size Larger than 11"x17"	\$4		\$4		per page	\$0	0%		N
Hourly Rates									
67 Hourly Rates - Normal Business Hours									
a) Plan Check	\$257	\$277	\$277	100%		\$20	8%		Y
b) Inspection	\$243	\$243	\$243	100%		(\$0)	0%		Y
68 Hourly Rates - Afterhours (Overtime)									
a) Plan Check	\$308	\$332	\$332	100%		\$25	8%		Y
b) Inspection	\$289	\$292	\$292	100%		\$2	1%		Y
Standard Permitting Fees									
69 Community Planning Fee - % of Building Permit	5.00%		5.00%				0.00%		N
70 Technology Fee - % of Building Permit	3.80%		3.80%				0.00%		N

City of Milpitas

BUILDING SAFETY - MISCELLANEOUS

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
State Fees									
71 Strong Motion Instrumentation and Seismic Hazard Mapping Fees: *									
a) Category 1 - Residential - Min Fee = \$0.50	Val. x 0.00013		Val. x 0.00013			\$0	0%		N
b) Category 2 - All Other Buildings - Min Fee = \$0.50	Val. x 0.00028		Val. x 0.00028			\$0	0%		N
72 Building Standards Administration Special Revolving Fund: *									
Permit Valuation									
a) \$1-\$25,000	\$1		\$1			\$0	0%		N
b) \$25,001 - \$50,000	\$2		\$2			\$0	0%		N
c) \$50,001 - \$75,000	\$3		\$3			\$0	0%		N
d) \$75,001 - \$100,000	\$4		\$4			\$0	0%		N
e) Every \$25,000 or fraction thereof above \$100,000	\$1		\$1			\$0	0%		N
ELECTRICAL									
73 Electrical Permit Issuance **	\$208	\$174	\$174	100%		(\$34)	-17%		Y
74 Plan Check Fee - (min. 1 hr) - per hour	\$257	\$277	\$277	100%	per hour	\$20	8%		Y
75 Receptacle Outlets, multiple on one circuit									
a) First 20	\$122	\$122	\$122	100%		(\$0)	0%		Y
b) Each additional 20	\$101	\$122	\$122	100%		\$20	20%		Y
76 Receptacles or Junction box, fed from dedicated circuit - each	\$61	\$61	\$61	100%	each	(\$0)	0%		Y
77 Switches, Dimmers, Occupancy sensors, Sensor Power Packs, etc.									
a) First 20	\$122	\$122	\$122	100%		(\$0)	0%		Y
b) Each additional 20	\$101	\$122	\$122	100%		\$20	20%		Y
78 Lighting Fixtures, Sockets									
a) First 20	\$122	\$122	\$122	100%		(\$0)	0%		Y
b) Each additional 20	\$101	\$122	\$122	100%		\$20	20%		Y
79 Track lighting with fixtures - per linear feet	\$1.22	\$1.22	\$1.22	100%		(\$0.00)	0%		Y
80 Pole/Platform-Mounted/Theatrical Fixtures - each	\$61	\$61	\$61	100%	each	(\$0)	0%		Y
81 Circuit Breaker Panel/Subpanel, Lighting Control Panel – each	\$101	\$122	\$101	83%	each	\$0	0%		Y

City of Milpitas
BUILDING SAFETY - MISCELLANEOUS

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
82 Residential Equipment, hardwired from dedicated circuit – each	\$61	\$61	\$61	100%	each	(\$0)	0%		Y
83 Commercial Equipment, hardwired from dedicated circuit – each	\$101	\$122	\$101	83%	each	\$0	0%		Y
84 Power pole for cubicles	\$61	\$61	\$61	100%	each	(\$0)	0%		Y
85 Generator									
a) Portable	\$122	\$122	\$122	100%	each	(\$0)	0%		Y
b) 10 kW or less	\$122	\$122	\$122	100%	each	(\$0)	0%		Y
c) More than 10 kW	\$182	\$182	\$182	100%	each	(\$0)	0%		Y
86 Electrical vehicle charging station									
a) Residential	\$61	\$61	\$61	100%		(\$0)	0%		Y
b) Commercial	\$101	\$122	\$122	100%		\$20	20%		Y
87 HEPA filter									
a) First 20	\$122	\$122	\$122	100%		(\$0)	0%		Y
b) Each additional 20	\$101	\$122	\$122	100%		\$20	20%		Y
88 Time Clock	\$61	\$61	\$61	100%	each	(\$0)	0%		Y
89 Sign, lighting systems from one branch circuit									
a) First one	\$243	\$243	\$243	100%		(\$0)	0%		Y
b) Each additional	\$122	\$122	\$122	100%		(\$0)	0%		Y
90 Services									
a) Not over 200 amps (new or change) – each	\$122	\$122	\$122	100%	each	(\$0)	0%		Y
b) 201 amps - 1000 amps (new or change)	\$243	\$243	\$243	100%	each	(\$0)	0%		Y
c) Over 1000 amperes (new or change)	\$304	\$304	\$304	100%	each	(\$0)	0%		Y
91 Power Apparatus (UPS) or Transformer	\$101	\$122	\$101	83%	each	\$0	0%		Y
92 Miscellaneous Apparatus, Conduits & Conductors	\$101	\$122	\$101	83%	each	\$0	0%		Y
93 Construction Temporary Power Pole with service panel, each pole	\$122	\$122	\$122	100%		(\$0)	0%		Y
94 Elevator	\$243	\$243	\$243	100%	each	(\$0)	0%		Y
95 Special Circuitry, per circuit	\$101	\$122	\$101	83%	per circuit	\$0	0%		Y

City of Milpitas
BUILDING SAFETY - MISCELLANEOUS

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
MECHANICAL									
96 Mechanical Permit Issuance **	\$208	\$174	\$174	100%		(\$34)	-17%		Y
97 Plan Check Fee (min.1 hr)	\$257	\$277	\$277	100%	per hour	\$20	8%		Y
98 Install Furnace or Heater, Residential (not including duct work)	\$162	\$182	\$162	89%		\$0	0%		Y
99 Install, Relocate, Replace Flue Vent (not including with appliance)	\$122	\$122	\$122	100%		(\$0)	0%		Y
100 Install Hood with Mechanical Exhaust									
a) Residential	\$101	\$122	\$122	100%		\$20	20%		Y
b) Commercial	\$243	\$243	\$243	100%		(\$0)	0%		Y
101 Duct Work per VAV or Single Zone System	\$101	\$122	\$101	83%		\$0	0%		Y
102 Install Industrial-type Incinerator	\$182	\$182	\$182	100%		(\$0)	0%		Y
103 Install									
a) Boiler (each)	\$122	\$122	\$122	100%	each	(\$0)	0%		Y
b) Condenser, VAV or Fan Coil 0-5 ton <2000 CFM (each)	\$122	\$122	\$122	100%	each	(\$0)	0%		Y
c) Condenser, VAV or Fan Coil Over 5 ton >2000 CFM (each)	\$243	\$243	\$243	100%	each	(\$0)	0%		Y
104 Roof-top HVAC package unit including duct work	\$243	\$243	\$243	100%		(\$0)	0%		Y
105 Dryer vent									
a) Dryer vent, residential	\$101	\$122	\$122	100%	each	\$20	20%		Y
b) Dryer vent, commercial	\$243	\$243	\$243	100%	each	(\$0)	0%		Y
106 Pump	\$182	\$182	\$182	100%	each	(\$0)	0%		Y
107 Install/Replace Fire or Fire/Smoke Dampers - 5 (or portion of)	\$122	\$122	\$122	100%		(\$0)	0%		Y
108 Non-portable Evaporative Cooler	\$182	\$182	\$182	100%		(\$0)	0%		Y
109 Single Bathroom Ventilation Fan and Duct	\$101	\$122	\$101	83%		\$0	0%		Y
110 Ventilation System, not HVAC	\$122	\$122	\$122	100%		(\$0)	0%		Y
111 Other Regulated Appliance	\$182	\$182	\$182	100%		(\$0)	0%		Y

City of Milpitas
BUILDING SAFETY - MISCELLANEOUS

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
112 Process Piping									
a) Hazardous process piping system									
i) First 4 outlets	\$182	\$182	\$182	100%		(\$0)	0%		Y
ii) Over 4 outlets - per outlet	\$101	\$122	\$122	100%	per outlet	\$20	20%		Y
b) Non-Hazardous process piping system									
i) First 4 outlets	\$182	\$182	\$182	100%		(\$0)	0%		Y
ii) Over 4 outlets - per outlet	\$101	\$122	\$122	100%	per outlet	\$20	20%		Y
PLUMBING									
113 Plumbing Permit Issuance **	\$208	\$174	\$174	100%		(\$34)	-17%		Y
114 Plan Check Fee (min. 1 hr) - per hour	\$257	\$277	\$277	100%	per hour	\$20	8%		Y
115 Plumbing Fixtures									
a) First 5 traps (or portion of)	\$182	\$182	\$182	100%		(\$0)	0%		Y
b) Each Additional trap	\$101	\$122	\$122	100%		\$20	20%		Y
116 Building Drain or Sewer (New or Replacement)	\$182	\$182	\$182	100%		(\$0)	0%		Y
117 Rain Water Drainage System	\$122	\$122	\$122	100%		(\$0)	0%		Y
118 Water Heater and Vent	\$182	\$182	\$182	100%		(\$0)	0%		Y
119 Gas Piping System - (each appliance)	\$122	\$122	\$122	100%		(\$0)	0%		Y
120 Automatic Gas Shut-off Device (Seismic or Excess Flow) if not part of new gas piping system	\$122	\$122	\$122	100%		(\$0)	0%		Y
121 Industrial Waste Pre-Treatment System	\$243	\$243	\$243	100%		(\$0)	0%		Y
122 Grease Trap	\$182	\$182	\$182	100%		(\$0)	0%		Y
123 Grease Interceptor	\$243	\$243	\$243	100%		(\$0)	0%		Y
124 Water System Installation									
a) New	\$365	\$365	\$365	100%		(\$0)	0%		Y
b) Re-pipe	\$243	\$243	\$243	100%		(\$0)	0%		Y
125 Pump	\$182	\$182	\$182	100%	each	(\$0)	0%		Y
126 Repair/Alteration of Drain/Vent	\$182	\$182	\$182	100%		(\$0)	0%		Y

City of Milpitas
BUILDING SAFETY - MISCELLANEOUS

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
127 Landscape Sprinkler System	\$182	\$182	\$182	100%		(\$0)	0%		Y
128 Landscape Reclaim Water	\$304	\$304	\$304	100%	per valve	(\$0)	0%		Y
129 Backflow Protection									
a) first 5	\$182	\$182	\$182	100%		(\$0)	0%		Y
b) each additional 5 (or portion of)	\$101	\$122	\$122	100%		\$20	20%		Y
130 Reclaim Water System, No Irrigation	\$365	\$365	\$365	100%		(\$0)	0%		Y
131 Private Sewage Disposal System	\$122	\$122	\$122	100%		(\$0)	0%		Y

* Fees set by the State of California and are subject to change.

** Permit issuance fee. When more than one specialty permit (electrical, mechanical, plumbing) is concurrently issued to one applicant, only one permit issuance fee will be charged.

*** Full permit fees of the main building permit shall be paid prior to issuance of the temporary building permit.

[a] 60% of the permit fee is considered inspection fee for the purpose of processing refund request and applying inspection investigation fee.

[b] Each fee listed in this schedule is based on the estimated service time required to perform a standard service request. Additional fees may be charged on an hourly basis should the staff time spent exceed the allotted time based on the fees charged.

[c] Re-roofing fees assume no plan check required. Additional plan check fees will be charged on an hourly basis, should plan check be required.

City of Milpitas
BUILDING SAFETY - MOBILEHOME PERMIT

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
Mobilehome Permit Fees									
1 Permit Issuance Fee	\$209	\$174	\$174	100%	each	(\$35)	-17%		Y
2 Permits with HCD Standard Plan Approval:	See Item A		See Item A		each				N
a) Mobile Home (MH) Unit Installation	\$196 min.		\$196 min.		each				N
b) MH Unit Foundation System	Table B		Table B		each				N
c) Accessory building and structure, and building component	Table B		Table B		each			[a]	N
d) Plumbing	Table C		Table C		each				N
e) Mechanical	Table D		Table D		each				N
f) Electrical	Table E		Table E		each				N
g) Plan Review	N/A		N/A		each				N
3 Permits without HCD Standard Plan Approval:	See Item A		See Item A		each				N
a) Accessory building and structure, and building component	Table B		Table B		each			[a]	N
b) Plumbing	Table C		Table C		each				N
c) Mechanical	Table D		Table D		each				N
d) Electrical	Table E		Table E		each				N
e) Plan Review									
i) First submittal	1/2 of total permit		1/2 of total permit		each			[b]	N
ii) Each resubmittal									
a) First Hour	\$203		\$203		each	\$0	0%	[b]	N
b) Second and subsequent whole hour	\$92		\$92		each	\$0	0%	[b]	N
c) Each 1/2 hour, or fractional part thereof	\$46		\$46		each	\$0	0%	[b]	N
Item A									
4 Permit Fees									
a) First Inspection:									
i) First Hour	Sum of all categories (\$196 min.)		Sum of all categories (\$196 min.)		each				N
ii) Second and subsequent whole hour	\$82		\$82		each	\$0	0%		N
iii) Each 1/2 hour, or fractional part thereof	\$41		\$41		each	\$0	0%		N
b) Re-Inspection (Each subsequent inspection)									
i) First Hour	\$178		\$178		each	\$0	0%		N
ii) Second and subsequent whole hour	\$82		\$82		each	\$0	0%		N
iii) Each 1/2 hour, or fractional part thereof	\$41		\$41		each	\$0	0%		N

City of Milpitas
BUILDING SAFETY - MOBILEHOME PERMIT

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
Table B: Construction Permit Fee									
5 Total Valuation									
a) Up to \$2,000	\$45.00		\$45.00		each	\$0.00	0%		N
b) \$2,001 - \$25,000									
i) Base fee for first \$2,000	\$45.00		\$45.00		each	\$0.00	0%		N
ii) Fee for each additional \$1,000 or fraction thereof, up to \$25,000	\$9.00		\$9.00		each	\$0.00	0%		N
c) \$25,001 - \$50,000									
i) Base fee for first \$25,000	\$252.00		\$252.00		each	\$0.00	0%		N
ii) Fee for each additional \$1,000 or fraction thereof, up to \$50,000	\$6.50		\$6.50		each	\$0.00	0%		N
d) \$50,001 - \$100,000									
i) Base fee for first \$50,000	\$414.50		\$414.50		each	\$0.00	0%		N
ii) Fee for each additional \$1,000 or fraction thereof, up to \$100,000	\$4.50		\$4.50		each	\$0.00	0%		N
e) \$100,001 - \$500,000									
i) Base fee for first \$100,000	\$639.50		\$639.50		each	\$0.00	0%		N
ii) Fee for each additional \$1,000 or fraction thereof, up to \$500,000	\$3.50		\$3.50		each	\$0.00	0%		N
f) \$500,001 - \$1,000,000									
i) Base fee for first \$500,000	\$2,039.50		\$2,039.50		each	\$0.00	0%		N
ii) Fee for each additional \$1,000 or fraction thereof, up to \$1,000,000	\$3.00		\$3.00		each	\$0.00	0%		N
g) \$1,000,001 and Greater									
i) Base fee for first \$1,000,000	\$3,539.50		\$3,539.50		each	\$0.00	0%		N
ii) Fee for each additional \$1,000 or fraction thereof	\$2.00		\$2.00		each	\$0.00	0%		N

City of Milpitas
BUILDING SAFETY - MOBILEHOME PERMIT

Fee Description		Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
Table C: Plumbing Permit Fee										
6	Each plumbing fixture, trap, set of fixtures on one trap, including water, drainage piping and backflow protection	\$3.00		\$3.00		each	\$0.00	0%		N
7	Each building sewer	\$14.00		\$14.00		each	\$0.00	0%		N
8	Each private sewage disposal system	\$14.00		\$14.00		each	\$0.00	0%		N
9	Each water heater and/or vent	\$7.00		\$7.00		each	\$0.00	0%		N
10	Each gas piping system for one to five outlets	\$7.00		\$7.00		each	\$0.00	0%		N
11	Each gas piping system for six or more outlets, per outlet	\$1.50		\$1.50		each	\$0.00	0%		N
12	Each gas regulator	\$1.50		\$1.50		each	\$0.00	0%		N
13	Each water branch service outlet or outlets at the same location, or each fixture supply	\$1.00		\$1.00		each	\$0.00	0%		N
14	Each installation of water treating equipment	\$7.00		\$7.00		each	\$0.00	0%		N
15	Alteration or repair of water piping or water treating equipment	\$7.00		\$7.00		each	\$0.00	0%		N
16	Alteration or repair of drainage or vent piping	\$7.00		\$7.00		each	\$0.00	0%		N
17	Each lawn sprinkler system on any one meter, including backflow protection devices	\$7.00		\$7.00		each	\$0.00	0%		N
18	Vacuum breakers or backflow protective devices on tanks, vats, etc., or for installation on unprotected plumbing fixtures:									
	a) One to five	\$7.00		\$7.00		each	\$0.00	0%		N
	b) Over five, each additional	\$3.00		\$3.00		each	\$0.00	0%		N

City of Milpitas

BUILDING SAFETY - MOBILEHOME PERMIT

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
Table D: Mechanical Permit Fee									
19 The installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 BTU	\$14.00		\$14.00		each	\$0.00	0%		N
20 The installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 BTU	\$21.00		\$21.00		each	\$0.00	0%		N
21 The installation or relocation of each floor furnace, including vent	\$7.00		\$7.00		each	\$0.00	0%		N
22 The installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$7.00		\$7.00		each	\$0.00	0%		N
23 The installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$7.00		\$7.00		each	\$0.00	0%		N
24 The repair of, alteration of, or addition to each heating appliance, refrigeration unit, comfort cooling unit, absorption unit, or each comfort heating, cooling, absorption, or evaporative cooling system, including installation of controls	\$14.00		\$14.00		each	\$0.00	0%		N
25 The installation or relocation of each boiler or compressor to and including three horsepower or each absorption system to and including 100,000 BTU	\$14.00		\$14.00		each	\$0.00	0%		N
26 The installation or relocation of each boiler or compressor over three horsepower or each absorption system over 100,000 BTU	\$21.00		\$21.00		each	\$0.00	0%		N
27 Each air handling unit, including ducts attached thereto	\$7.00		\$7.00		each	\$0.00	0%		N
28 For each evaporative cooler other than portable type	\$7.00		\$7.00		each	\$0.00	0%		N
29 For each vent fan connected to a single duct	\$3.00		\$3.00		each	\$0.00	0%		N
30 For each vent ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	\$7.00		\$7.00		each	\$0.00	0%		N
31 Each installation of equipment regulated by this chapter for which no other fee is listed	\$7.00		\$7.00		each	\$0.00	0%		N

City of Milpitas

BUILDING SAFETY - MOBILEHOME PERMIT

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
Table E: Electrical Permit Fee									
32 Each wiring outlet where current is used or controlled, except services, sub-feeders and meter outlets	\$0.35		\$0.35		each	\$0.00	0%		N
33 Each fixture, socket or other lamp holding device	\$0.35		\$0.35		each	\$0.00	0%		N
34 Each motor of not more than 50 h.p.	\$4.25		\$4.25		each	\$0.00	0%		N
35 Each motor of more than 50 h.p.	\$10.50		\$10.50		each	\$0.00	0%		N
36 Each mercury arc lamp and equipment	\$1.00		\$1.00		each	\$0.00	0%		N
37 Each range, water heater or clothes dryer installation	\$7.00		\$7.00		each	\$0.00	0%		N
38 Each space heater or infrared heat installation	\$1.50		\$1.50		each	\$0.00	0%		N
39 Each stationary cooking unit, oven, or space heater	\$1.50		\$1.50		each	\$0.00	0%		N
40 Each garbage disposer, dishwasher, or fixed motor-operated appliance not exceeding ½ h.p.	\$1.50		\$1.50		each	\$0.00	0%		N
41 Working light in buildings in course of construction or undergoing repairs, or where temporary lighting is to be used	\$3.00		\$3.00		each	\$0.00	0%		N
42 Each incandescent electric sign	\$1.50		\$1.50		each	\$0.00	0%		N
43 Electric signs or outline lighting, luminous gas type with: 1 to 4 transformers	\$3.00		\$3.00		each	\$0.00	0%		N
44 Additional transformers, each	\$0.35		\$0.35		each	\$0.00	0%		N
45 Each rectifier and synchronous converter, per kw.	\$0.35		\$0.35		each	\$0.00	0%		N
46 Each additional circuit for a mobile home accessory building or structure or other electrical equipment	\$1.50		\$1.50		each	\$0.00	0%		N
47 Each service:									
a) 600 volts or less, not over 200-amperes	\$7.00		\$7.00		each	\$0.00	0%		N
b) 600 volts or less, over 200-amperes	\$10.00		\$10.00		each	\$0.00	0%		N
c) Over 600 volts	\$14.00		\$14.00		each	\$0.00	0%		N
48 Each installation of equipment regulated by this chapter for which no other fee is listed	\$7.00		\$7.00		each	\$0.00	0%		N

[a] Accessory buildings and structures, and building components includes but not limited to: awning; deck larger than 12 SF, cabana, ramada, private garage, fence over 6 ft. in height, windbreak over 6 ft. in height.

[b] Only one plan review fee will be charged for identical structures submitted in the same permit application.

City of Milpitas

PLANNING

Fee Description		Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
Special Events									
1	Application Type								
	a) Minor Special Events								
	i) Permit Fee - Application Complete and Received by Standard Deadline	\$276	\$825	\$284	34%	\$8	3%		Y
	ii) Permit Fee - Late Filing	\$276	\$1,238	\$426	34%	\$150	55%		Y
	b) Regular Special Events								
	i) Permit Fee - Application Complete and Received by Standard Deadline	\$1,074	\$4,077	\$1,106	27%	\$32	3%		Y
	ii) Permit Fee - Late Filing	\$1,074	\$6,115	\$1,659	27%	\$585	55%		Y
	c) Major Special Events								
	i) Permit Fee - Application Complete and Received by Standard Deadline	\$6,706	\$11,803	\$6,907	59%	\$201	3%		Y
	ii) Permit Fee - Late Filing	\$6,706	\$17,705	\$10,361	59%	\$3,655	55%		Y
2	Conceptual Review - Planning Staff Only - per meeting	\$412	\$688	\$412	60%	\$0	0%		Y
Pre-Application Review									
3	Single Family Districts	\$3,211	\$4,062	\$3,211	79%	\$0	0%		Y
4	Multi-Family / Non-Residential	\$10,230	\$11,628	\$10,230	88%	\$0	0%		Y
Lot Line Adjustment / Parcel Merger									
5	Lot Line Adjustment / Parcel Merger	See Engineering Fees		See Engineering Fees		No Change	No Change		N
Tentative Maps									
6	Parcel Map	\$15,200	\$15,508	\$15,508	100%	\$308	2%		Y
7	Tract Map	\$22,044	\$23,008	\$23,008	100%	\$964	4%		Y
Minor Site Development									
8	Over the Counter Review (Per Hour)								
	a) Planning Review	\$275	\$275	\$275	100%	(\$0)	0%		Y
	b) Land Development Review (if required)	\$250	\$250	\$250	100%	\$0	0%		Y
9	Staff Review - Planning Director, including Telecommunication Facility, Minor	varies	\$3,740	\$3,740	100%	varies	varies	[a],[b]	Y
10	Zoning Administrator								
	a) Staff Review - Zoning Administrator	\$3,608	\$6,690	\$3,608	54%	\$0	0%	[a],[b]	Y
	b) Staff Review Hillside - Zoning Administrator	\$5,017	\$7,704	\$5,017	65%	\$0	0%	[a],[b]	Y
11	Planning Commission / City Council	\$10,537	\$10,485	\$10,485	100%	(\$52)	0%	[a],[b]	Y

City of Milpitas

PLANNING

Fee Description		Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
Site Development									
12	Requiring PC / CC Approval	\$20,182	\$23,012	\$20,182	88%	\$0	0%	[a],[b]	Y
13	Zoning Administrator	\$15,607	\$17,377	\$15,607	90%	\$0	0%	[a],[b]	Y
14	SB35 Housing Project	\$11,773	\$13,473	\$11,773	87%	\$0	0%	[a],[b]	Y
Minor Conditional Use Permit									
15	Staff Review	\$1,526	\$3,852	\$1,526	40%	\$0	0%	[a],[b]	Y
16	Zoning Administrator	\$1,526	\$7,292	\$1,526	21%	\$0	0%	[a],[b]	Y
Conditional Use Permit									
17	Single Family Districts	\$742	\$10,203	\$742	7%	\$0	0%	[a],[b]	Y
18	Multi-Family / Non-Residential, Including Telecommunication Facility, Major	\$17,144	\$17,629	\$17,629	100%	\$485	3%	[a],[b]	Y
Temporary Uses									
19	Temporary Use Permit	\$956	\$1,100	\$956	87%	\$0	0%	[a],[b]	Y
Signs									
20	Major Sign Permit	varies	\$4,861	\$4,861	100%	varies	varies	[a],[b]	Y
21	Minor Sign Permit- Zoning Administrator (freestanding signs greater than 6 feet and less than 10 feet in height)	\$634	\$3,786	\$634	17%	\$0	0%	[a],[b]	Y
22	Minor Sign Permit - Planning Director (all other Minor Sign Permits)	\$375	\$413	\$413	100%	\$38	10%		Y
23	Temporary Sign Permit (Including Banners)	\$130	\$206	\$130	63%	\$0	0%		Y
24	Sign Program	varies	\$8,250	\$8,250	100%	varies	varies	[a],[b]	Y
Variance									
25	Single Family Districts	\$1,128	\$4,908	\$1,128	23%	\$0	0%	[a],[b]	Y
26	Multi-Family / Non-Residential	\$3,474	\$7,487	\$3,474	46%	\$0	0%	[a],[b]	Y
Minor Deviation									
27	Minor Deviation	varies	\$3,575	\$3,575	100%	varies	varies	[a],[b]	Y
Reasonable Accommodation									
28	Reasonable Accommodation Request	varies	\$1,375	\$688	50%	varies	varies		Y

City of Milpitas

PLANNING

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
Short-Term Rental								
29 Short-Term Rental - Initial	\$555	\$688	\$555	81%	\$0	0%		Y
30 Short-Term Rental - Renewal	\$555	\$688	\$555	81%	\$0	0%		Y
Deposit-Based Fees								
31 Amendments, General Plan, Zoning, or Specific Plan (Map or Text)	\$20,000		\$20,000	100%	\$0	0%	[a],[b]	N
32 Development Agreements	\$20,000		\$20,000	100%	\$0	0%	[a],[b]	N
33 Environmental Review/CEQA clearance	\$35,000		\$35,000	100%	\$0	0%	[a],[b]	N
34 Planned Unit Development	\$20,000		\$20,000	100%	\$0	0%	[a],[b]	N
35 Billboards	\$2,500		\$2,500	100%	\$0	0%	[a],[b]	N
36 Initial Deposit to Offset Costs of Legal Review, Peer Review, Other Agency Review, etc.	\$5,000		\$5,000	100%	\$0	0%	[b]	N
Miscellaneous								
37 Amendments/Modifications to an Existing Permit								
a) Permit Adjustment	25% of permit fee		25% of permit fee		No Change	No Change		N
b) Permit Amendment	50% of permit fee		50% of permit fee		No Change	No Change		N
38 Appeal To Planning Commission/City Council	\$2,196	\$6,875	\$2,196	32%	\$0	0%	[a],[b]	Y
39 Time Extensions	\$906	\$3,300	\$906	27%	\$0	0%	[a]	Y
40 Public Noticing	\$633	\$825	\$633	77%	\$0	0%		Y
41 Copies - per page	\$0.10		\$0.10		\$0.00	0%		N
42 Planning Research - per hour	\$275	\$275	\$275	100%	\$0	0%		Y
43 Zoning Conformance Letter	\$259	\$344	\$259	75%	\$0	0%		Y
44 Home Occupation Permit / Business License Review	\$65	\$138	\$69	50%	\$4	6%		Y
45 Tree Removal	\$263	\$413	\$263	64%	\$0	0%		Y

City of Milpitas

PLANNING

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
46 Building Plan Check (Per Hour)	\$275	\$275	\$275	100%	(\$0)	0%		Y
47 Building Inspection (Per Inspection)	\$275	\$275	\$275	100%	(\$0)	0%		Y
48 Certificate of Occupancy Review	\$138	\$206	\$138	67%	\$0	0%		Y
49 Permit Compliance Review	\$548	\$619	\$548	89%	\$0	0%		Y
50 Letter of Determination / Interpretation	\$1,097	\$1,169	\$1,169	100%	\$72	7%		Y
51 Pass Through for Legal Fees	Pass - Through		Pass - Through		No Change	No Change		N
52 Vendor Payment Processing Fees	Pass - Through		Pass - Through		No Change	No Change	[c]	N
53 Technology Fee - % of Permit	3.80%		3.80%		No Change	No Change		N

[a] A public noticing fee will apply to this permit application.

[b] Legal fees will be billed separately through an established PJ.

[c] For payments made using vendor portal services, the applicant shall be responsible for processing fees charged by the vendor, as applicable.

General notes applicable to all fees

[d] As an alternative to the fixed fee amount shown, staff may bill on a time and materials basis, determined by the planning hourly rate, when projects costs are likely to vary significantly from adopted fee amount. In these instances, a deposit may be requested to bill against.

[e] Deposit account (PJs): This deposit will be collected in addition to any other deposits or fixed fees. Any unused deposit amounts will be returned to the applicant. Deposit accounts provide full cost recovery to the City. The cost of staff time is based on fully-burdened hourly rates, including overhead. No flat fees will be added. Overhead includes clerical, facilities, equipment, and other service costs.

[f] Staff will determine the initial deposit based on the project's scope and the typical cost to process the application.

[g] When two or more applications are filed and processed concurrently, the required fee amount will be the largest of the applications, plus 25% of each additional permit.

[h] The 3.8% Technology Charge applies to all deposits and fees, except CEQA.

[i] A 2.4% credit card processing fee applies to all fees paid with a credit card.

City of Milpitas
PLANNING - NEIGHBORHOOD BEAUTIFICATION

Fee Description		Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
Neighborhood Beautification									
1	1st Violation to Neighborhood Beautification Ordinance	\$100		\$100	n/a	\$0	0%		N
2	2nd Violation to Neighborhood Beautification Ordinance	\$200		\$200	n/a	\$0	0%		N
3	3rd or More Violations to Neighborhood Beautification Ordinance	\$500		\$500	n/a	\$0	0%		N
4	Delinquency Penalty on Neighborhood Beautification Ordinance	\$25		\$25	n/a	\$0	0%		N
5	Graffiti Abatement	Actual Cost		Actual Cost	100%	No Change	No Change		N
6	Public Nuisance Abatement	As defined in Municipal Code Sections		As defined in Municipal Code Sections		No Change	No Change		N

City of Milpitas

ENGINEERING

Fee Description		Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
1	Minor Encroachment Permit	\$1,265	\$2,000	\$1,265	63%	\$0	0%		Y
2	Lot Line / Merger Adjustment	\$3,732	\$5,000	\$3,732	75%	\$0	0%	[a]	Y
3	Street / Alley Easement Vacation	\$2,711	\$5,000	\$2,711	54%	\$0	0%		Y
Building Permit Reviews:									
4	Single Family New Building / Addition	\$694	\$750	\$750	100%	\$56	8%		Y
5	Commercial / Industrial New Building	\$2,314	\$2,500	\$2,500	100%	\$186	8%		Y
6	Commercial / Industrial Tenant Improvement	\$231	\$750	\$231	31%	\$0	0%		Y
7	Commercial / Industrial Site Improvement (including Grading)	\$2,082	\$2,500	\$2,082	83%	\$0	0%		Y
8	All Other Permit Application Reviews (per hour)	\$231	\$250	\$250	100%	\$19	8%		Y
Engineering Plan Review: (Construction Cost Estimate)									
9	Up to \$50,000	\$5,910	\$7,500	\$5,910	79%	\$0	0%		Y
10	\$50,001-\$200,000	\$11,820	\$15,000	\$11,820	79%	\$0	0%		Y
11	\$200,001-\$500,000	\$17,730	\$22,500	\$17,730	79%	\$0	0%		Y
12	Over \$500,001	\$23,639	\$30,000	\$23,639	79%	\$0	0%		Y
Engineering Inspection: (Construction Cost Estimate)									
13	Up to \$50,000	\$5,910	\$5,000	\$5,000	100%	(\$910)	-15%		N
14	Greater than \$50,000 - % of Construction Cost Estimate	10%		10%		No Change	No Change		N
15	Technology Fee - % of Permit	3.80%		3.80%		No Change	No Change		N

[a] Fee includes Planning and Engineering review.

City of Milpitas

UTILITIES SERVICES FEES

Fee Description		Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
Utilities									
1	Service Request and Basic Inspection	\$145	\$148	\$148	100%	\$2	1%		Y
2	Discontinuance of Service	\$145	\$148	\$148	100%	\$2	1%		Y
3	Meter Removal / Installation								
	a) Less than 2"	\$117	\$180	\$180	100%	\$63	54%		Y
	b) Greater than or Equal to 2"	\$345	\$360	\$360	100%	\$15	4%		Y
4	Water Meter Testing								
	a) Residential Deposit	\$110		\$110		\$0	0%	[a]	Y
	b) Commercial Deposit	\$300		\$300		\$0	0%	[a]	Y
5	Hydrant Flow Test								
	a) Two or Fewer Hydrants	\$722	\$705	\$705	100%	(\$17)	-2%		Y
	b) Three Hydrants	\$749	\$874	\$874	100%	\$125	17%		Y
	c) Four Hydrants	\$780	\$1,043	\$1,043	100%	\$263	34%		Y
6	Sewer Lateral Inspection								
	a) Visual Inspection	\$117	\$209	\$209	100%	\$92	78%		Y
	b) Video Inspection - Residential	\$509	\$442	\$442	100%	(\$67)	-13%		Y
	c) Video Inspection - Commercial (per hour)	\$761	\$413	\$413	100%	(\$348)	-46%		Y
7	Backflow Prevention Assembly Service Fee	Actual Cost; per hour	\$203	\$203	100%	varies	varies	[b]	Y
8	Backflow Prevention Assembly Administration / Record Filing Fee	Actual Cost; per hour	\$60	\$60	100%	varies	varies	[c]	Y
9	Backflow Installation, Removal, and Relocation Testing Company Fee (per company)	Actual Cost; per hour	\$264	\$264	100%	varies	varies	[d]	Y
10	Backflow Tag and Geolocating Fee	Actual Cost; per hour	\$305	\$305 plus \$2 per assembly	100%	varies	varies	[e]	Y
11	Sewer Flow Adjustment Application (Initial Application and Annual Renewal) (per hour)	Actual Cost; per hour	\$270	\$270	100%	varies	varies		Y
12	Late Payment Penalty Fee (% of amount due)	5.00%		5.00%		No Change	No Change		N
13	Final Notice Penalty	5.00%		5.00%		No Change	No Change		N
14	Discontinuance of Service Warning Notice	\$10	\$23	\$10	44%	\$0	0%		Y

City of Milpitas

UTILITIES SERVICES FEES

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
15 Restoration Fee - During Normal Operating Hours								
a) Low Income	\$58	\$148	\$59	40%	\$1	2%	[f],[g]	Y - Note
b) All Others	\$139	\$148	\$148	100%	\$8	6%		Y
16 Restoration Fee - During Non-Operational Hours								
a) Low Income	\$174	\$418	\$178	43%	\$4	2%	[f],[g]	Y - Note
b) All Others	\$367	\$418	\$418	100%	\$50	14%		Y

[a] If meter is not accurate, deposit is refunded. If meter has been tampered with, the resident or business is charged for the repair.

[b] For customers that fail to independently have their assemblies inspected, and/or tested, and/or their sites assessed. Includes City provided services of any one or combination of the following: Inspections, Testing, Hazard Assessments, and Shut-Down Tests.

[c] For customer that fail to independently have their annual assembly(s) information electronically uploaded into City database. Includes City provided service to upload assembly information instead of customer retained third party provider.

[d] This is an annual fee assessed to qualified contractors who wish to conduct backflow testing and/or hazard assessments in the City.

[e] One-time fee. Tag will be affixed on all new backflow prevention assemblies upon passing initial inspection and geolocated. Does not apply to existing assemblies.

[f] For residential customers who demonstrate to the City a household income below 200 percent of the federal poverty line, the City will limit any service restoration charges during normal operating hours to fifty dollars (\$50), and during nonoperational hours to one hundred fifty dollars (\$150) for 2020. The limits will only apply if the City's service restoration charges actually exceed these amounts. These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021.

[g] Fee based on 2020 base year amount, adjusted to account for authorized annual inflationary adjustments detailed in footnote [f].

City of Milpitas
UTILITIES SERVICES FEES

Fee Description		Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
Public Sewers									
1	Delinquent Fees	varies		varies		No Change	No Change	[a]	N
2	Civil Penalties	varies		varies		No Change	No Change	[b]	N
3	Unmetered Wastes	varies		varies		No Change	No Change	[c]	N
4	Authority to Disconnect	varies		varies		No Change	No Change	[d]	N
5	Payment for Sewage Services	varies		varies		No Change	No Change	[e]	N
6	Inspection Fees	varies		varies		No Change	No Change	[f]	N
7	House Lateral Fee	varies		varies		No Change	No Change	[g]	N
8	Disbursements of Short Side Charges	varies		varies		No Change	No Change	[h]	N
FOG and Stormwater Industrial/Commercial Violation									
9	First Citation	\$500		\$500		No Change	No Change	[i]	N
10	Second Citation	\$625		\$625		No Change	No Change	[i]	N
11	Third Citation	\$750		\$750		No Change	No Change	[i]	N
Water Service Charges									
12	Construction Water	\$2,000		\$2,000		No Change	No Change		N
13	Deposits for service	\$150		\$150		No Change	No Change		N

City of Milpitas

UTILITIES SERVICES FEES

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
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[a] See City of Milpitas Municipal Code Section VIII-2-5.33. Permit applications are due ninety (90) days prior to commencing discharge to the sanitary system or expiration of existing discharge permit. Any person who fails to file an application for a discharge permit prior to discharge shall be assessed a penalty for delinquent filing as follows: (1) Up to and including thirty (30) days delinquency, the penalty shall be fifty percent (50%) of the permit fee. More than thirty (30) days but less than one year delinquency, the penalty shall be one hundred percent (100%) of the permit fee. (3) More than one(1) year delinquency, the penalty shall be one thousand percent (1,000%) of the permit fee. (b) Such penalties shall be in addition to any other penalties or fines that may be levied, and in addition to any other remedies that the City may have with respect to the discharge.

[b] See City of Milpitas Municipal Code Section VIII-2-5.50. Any person who intentionally, accidentally, or negligently violates any provisions of this Chapter, any provision of any permit issued pursuant to this Chapter, or who intentionally, accidentally, or negligently discharges waste or wastewater which causes pollution, or violates any effluent limitation, national standard of performance, or national pretreatment or toxicity standard, shall be civilly liable to the City in a sum up to ten thousand dollars (\$10,000) for the first day in which such violation occurs, up to twenty-five thousand dollars (\$25,000) for the second day in which such violation occurs, and fifty thousand dollars (\$50,000) for each additional day.

[c] See City of Milpitas Municipal Code Section VIII-2-6.02. Where rates are herein specified to be in accordance with the use of water, all such premises shall be separately metered. Where such metering is not provided, or for newly constructed units, the City shall make a reasonable estimate of the volume of water consumed to be used as a basis for sewer service charges.

[d] See City of Milpitas Municipal Code Section VIII-2-6.03. In the event of a failure to pay the charges as provided for sewage service, the City is authorized to disconnect sewer or water service, or both.

[e] See City of Milpitas Municipal Code Section VIII-2-6.04. All accounts are due and payable within fifteen (15) days of the date of the bill. Accounts shall become delinquent and a late fee equal to five percent (5%) of the amount due shall be imposed if a payment has not been received by 5:00 p.m. on the due date.

[f] See City of Milpitas Municipal Code Section VIII-2-7.01. Each connector shall pay a fee to City for issuing of each permit, for the inspection of each house lateral, house sewer or side sewer, the sum of five dollars (\$5). Where connector has on file with the City cash deposit for inspection of work, no inspection fee shall be required. In such case, all cost and expenses incurred by City in inspection of the connection shall be made from said deposit.

[g] See City of Milpitas Municipal Code Section VIII-2-7.02. Before the issuance of a permit for the installation of a house lateral, connector shall pay City a fee which shall include the following: (A) An engineering charge to defray the cost of processing the permit application, which shall be an amount equal to forty cents (\$0.40) times one-half the width of the street expressed in feet in which the house lateral is being constructed. (B) A short side charge shall be collected in all cases where the main or trunk to which connection is being made is located between the center line of the street and the property to be served. Said short side charge shall be an amount equal to four dollars and fifty cents (\$4.50) times the distance in feet between the center line of the street and the main or trunk sewer to which the connection is being made. The purpose of this charge is to equalize connection cost for property on both sides of the street.

[h] See City of Milpitas Municipal Code Section VIII-2-7.03. The City Council may disburse to connectors whose house laterals connect to a main or trunk sewer at a point beyond the center line of the street an amount equal to \$4.50 times the distance in feet between the center of the street and the main or trunk sewer to which said connection was made.

[i] See City of Milpitas Municipal Code Section XI-16-14. Any person who intentionally or negligently violates any provision of this Chapter or any provision of any permit or certificate issued pursuant to this Chapter shall be civilly liable to the city in a sum not to exceed \$25,000.00 per day for each day in which such violation occurs.

City of Milpitas
FIRE

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
FIRE INVESTIGATION/ENFORCEMENT/RESPONSE									
1 Emergency Response – Haz Mat Calls, Minimum 1-hr	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
2 Response to DUI	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
3 Non-Milpitas Response	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
4 Response/Investigation Fee	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
5 Referral Inspection (Life/Safety) 2 hrs minimum charge	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
6 Referral Inspection (Haz Mat) 2 hrs minimum charge	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
7 Fire Code Chapter 50 (Haz Mat) - Release Cleanup 2 hrs minimum charge	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
8 Enforcement Cost Recovery	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
FALSE ALARM									
9 False Alarm									
a) First two in 12 month time-frame	no charge		no charge			No Change	No Change		N
b) 3rd occurrence	\$300		\$300			\$0	0%		N
c) 4th occurrence	\$600		\$600			\$0	0%		N
d) 5th or more	\$900		\$900			\$0	0%		N
MISCELLANEOUS									
10 Data input (HMMP/HMIS), Minimum of 2 hours	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
11 Late fee – over 60 days	Collection Cost		Collection Cost			No Change	No Change		N
12 Failure to obtain a permit	Double permit fee		Double permit fee			No Change	No Change		N
13 Weed Abatement. Fee = (hrs * \$/HR), minimum 1-hr	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
14 Fire Watch, Fee = (hrs * hourly rate). Std. or OT rate	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change	[a]	N
15 DSS 850 Pre-Inspection (HSC 13235)	HR(s) * hourly rate	\$566	\$566	100%		varies	varies		Y
15 Pre-inspection (residential care facilities)	Per Code								
16 Confined Space permits	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N

City of Milpitas

FIRE

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
17 Electronic Archive, per permit	\$25		\$25			\$0	0%		N
18 Use of Trailer	\$60		\$60		per hour	\$0	0%		N
19 Administrative Fee	\$70		\$70		per hour	\$0	0%		N
20 Instructor	Actual Cost		Actual Cost			No Change	No Change		N
21 Fire Reports	\$13		\$13			\$0	0%		N
22 Other Services Not Listed	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
FIRE PREVENTION									
ANNUAL OPERATIONAL PERMITS									
23 A-1 Occupancy (theaters and other small viewing halls)	\$1,509	\$1,508	\$1,508	100%		(\$1)	0%		Y
24 A-2 Occupancy (Food & Drink Establishment)	\$1,141	\$1,131	\$1,131	100%		(\$10)	-1%		Y
25 A-3 Occupancy (Worship, recreation, or amusement)	\$1,141	\$1,131	\$1,131	100%		(\$10)	-1%		Y
26 A-4 & A-5 Occupancy (indoors or outdoors sport event structures)	\$2,614	\$2,639	\$2,639	100%		\$25	1%		Y
27 High Piled Storage	\$1,509	\$1,508	\$1,508	100%		(\$1)	0%		Y
28 Malls									
a) Small (0 to 50,000 s.f.)	\$1,123	\$1,131	\$1,131	100%		\$8	1%		Y
b) Medium (50,001 to 100,000 s.f.)	\$1,877	\$1,885	\$1,885	100%		\$8	0%		Y
c) Large (over 100,000 s.f.)	\$2,614	\$2,639	\$2,639	100%		\$25	1%		Y
29 Combustible Dust Producing Facility	\$755	\$754	\$754	100%		(\$1)	0%		Y
30 Motels	\$1,141	\$1,131	\$1,131	100%		(\$10)	-1%		Y
31 Hotels & Multi-Story Structures									
a) <5 stories	\$2,246	\$2,262	\$2,262	100%		\$16	1%		Y
b) 5+ stories - per floor	\$377	\$377	\$377	100%		(\$0)	0%		Y
32 Commercial Daycare									
a) Small (<100 children or elderly)	\$737	\$754	\$754	100%		\$17	2%		Y
b) Large (100+ children or elderly)	\$1,473	\$1,508	\$1,508	100%		\$35	2%		Y

City of Milpitas
FIRE

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
33 Residential Daycare									
a) Small Family Daycare (8 or fewer children)	\$0-								
b) Large Family Daycare (9-14 children)	\$0-								
c) Elderly Care (6 or fewer people)	\$0-								
33 Small Apartments (3-4 units)	\$370	\$377	\$377	100%		\$7	2%		Y
34 Medium Apartments (5-15 units)	\$1,473	\$1,508	\$1,508	100%		\$35	2%		Y
35 Large Apartments (more than 15 units)	\$2,210	\$2,262	\$2,262	100%		\$52	2%		Y
36 Small Chemical User (Example: doctor/dentist, dry cleaner, photo shop, graphic design, print shop, automobile engine repair, propane, CO2 beverage dispensing system, battery systems, emergency generators, pools, etc.)	\$772	\$754	\$754	100%		(\$18)	-2%		Y
37 Medium Chemical User (Example: automobile body shop, research and design, analytical labs, pool supplies, big-box retail stores)	\$1,913	\$1,885	\$1,885	100%		(\$28)	-1%		Y
38 Large Chemical User (Semiconductor or similar facilities)	\$3,018	\$3,016	\$3,016	100%		(\$2)	0%		Y
39 Plating Shops	\$2,282	\$2,262	\$2,262	100%		(\$20)	-1%		Y
40 Toxic Gas									
a) Small Toxic Gas - Annual Monitoring Certification	\$1,473	\$1,508	\$1,508	100%		\$35	2%		Y
b) Large Toxic Gas - Annual Monitoring Certification	\$2,947	\$3,016	\$3,016	100%		\$69	2%		Y
41 Mobile Fueling									
a) Vendor	\$1,913	\$1,885	\$1,885	100%		(\$28)	-1%		Y
b) Site	\$1,913	\$1,885	\$1,885	100%		(\$28)	-1%		Y
42 Underground Tanks	\$1,160	\$1,131	\$1,131	100%		(\$29)	-3%		Y
43 Urban Runoff Inspections									
a) Industrial	\$772								
b) Restaurants (once every 2 years)	\$772								
43 Other Miscellaneous Annual Inspections Fee - per hour	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N

City of Milpitas

FIRE

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
CONSTRUCTION REVIEW / PERMIT / INSPECTION									
Building Life / Safety:									
44 Demolition Fees:									
a) Interior or Partial Building or Misc. Demolition	\$738	\$754	\$754	100%		\$16	2%		Y
b) Complete Building with or without Site Demolition	\$1,107	\$1,131	\$1,131	100%		\$24	2%		Y
45 Grading Fees: These are only assessed if permits are submitted separately to Building Department from new construction or remodel permits.									
a) Less than 1 acre	\$738	\$754	\$754	100%		\$16	2%		Y
b) 1-5 acres	\$1,107	\$1,131	\$1,131	100%		\$24	2%		Y
c) Greater than 5 acres	\$1,477	\$1,508	\$1,508	100%		\$31	2%		Y
46 Site Improvement Fees: These are only assessed if permits are submitted separately to Building Department from new construction or remodel permits.									
a) Less than 1 acre	\$1,107	\$1,131	\$1,131	100%		\$24	2%		Y
b) 1-5 acres	\$2,215	\$2,262	\$2,262	100%		\$47	2%		Y
c) Greater than 5 acres (per acre)	\$370	\$377	\$377	100%	per acre	\$7	2%		Y
47 New Building – Shell:									
a) Less than 5,000 sq. ft.	\$1,107	\$1,131	\$1,131	100%		\$24	2%		Y
b) 5,000-25,000 sq. ft.	\$2,215	\$2,262	\$2,262	100%		\$47	2%		Y
c) 25,000-50,000 sq. ft.	\$3,322	\$3,393	\$3,393	100%		\$71	2%		Y
d) 50,000+ sq. ft. – per sq. ft.	\$0.08	\$0.08	\$0.08	100%	per sq ft	(\$0)	-3%		Y
48 New Building – New Construction:									
a) Less than 5,000 sq. ft.	\$1,107	\$1,131	\$1,131	100%		\$24	2%		Y
b) 5,000-25,000 sq. ft.	\$2,953	\$3,016	\$3,016	100%		\$63	2%		Y
c) 25,000-50,000 sq. ft.	\$5,537	\$5,655	\$5,655	100%		\$118	2%		Y
d) 50,000+ sq. ft. – per sq. ft.	\$0.12	\$0.11	\$0.11	100%	per sq ft	(\$0)	-3%		Y
49 Additions, Alterations, and Tenant Improvements:									
a) Less than 5,000 sq. ft.	\$703	\$660	\$660	100%		(\$44)	-6%		Y
b) 5,000-25,000 sq. ft.	\$2,780	\$2,828	\$2,828	100%		\$48	2%		Y
c) 25,000-50,000 sq. ft.	\$5,191	\$5,278	\$5,278	100%		\$87	2%		Y
d) 50,000+ sq. ft. – per sq. ft.	\$0.12	\$0.11	\$0.11	100%	per sq ft	(\$0)	-3%		Y
50 Missed Plan Check by Appointment	\$370	\$377	\$377	100%		\$7	2%		Y

City of Milpitas

FIRE

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
51 Revision to Project Fee - per hour (min 1 hr)	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
52 Tents, Canopies, or Membrane Structures:									
a) 4 or less	\$1,106	\$1,508	\$1,508	100%		\$402	36%		Y
b) Each Additional, After 4	varies	\$377	\$377	100%		varies	varies		Y
53 Temporary Assembly (Indoors or outdoors), with or w/out tent									
a) Occupancy 50-299	\$1,106	\$1,131	\$1,131	100%		\$25	2%		Y
b) Occupancy 300-999	\$1,844	\$1,885	\$1,885	100%		\$41	2%		Y
c) Occupancy 1000+	\$2,951	\$3,016	\$3,016	100%		\$65	2%		Y
Fire Extinguishing Systems: These are typically deferred submittals and reviewed and inspected after building plan submittals.									
54 Fire Service Underground:									
a) New or Replace - each	\$1,844	\$1,885	\$1,885	100%		\$41	2%		Y
b) Repairs	\$738	\$754	\$754	100%		\$16	2%		Y
55 Fire Sprinkler Systems:									
a) Less than 2,000 sq. ft	\$1,072	\$1,037	\$1,037	100%		(\$35)	-3%		Y
b) 2,000+ sq. ft. – per sq. ft., fee = Base Fee + [(project sq. ft. - 2,000 sq. ft.) * per sq. ft. fee]	\$0.27	\$0.26	\$0.26	100%		(\$0)	-3%		Y
56 Hood & Duct Systems – Each	\$1,476	\$1,508	\$1,508	100%		\$32	2%		Y
57 FM 2000 (under floor systems, etc.) each	\$1,476	\$1,508	\$1,508	100%		\$32	2%		Y
58 Other (deluge, foam, preaction, etc.) each	\$1,476	\$1,508	\$1,508	100%		\$32	2%		Y
Fire Alarm Systems:									
59 Additions, Alterations, or Repairs: If more than 10 devices then the New Fire Alarm fee applies.									
a) 1-5 Devices	\$738	\$754	\$754	100%		\$16	2%		Y
b) 6-10 Devices	\$1,476	\$1,508	\$1,508	100%		\$32	2%		Y
60 New Fire Alarm:									
a) Less than 5,000 sq. ft.	\$1,476	\$1,508	\$1,508	100%		\$32	2%		Y
b) 5,000+ sq. ft. – per sq. ft., fee = Base Fee + [(project sq. ft. - 5,000 sq. ft.) * per sq. ft. fee]	\$0.25	\$0.26	\$0.26	100%		\$0	7%		Y

City of Milpitas

FIRE

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
61 Hazardous Materials - Building Construction:									
a) Commercial ESS	HR(s) * hourly rate	\$2,262	\$2,262	100%		varies	varies		Y
b) Residential ESS	HR(s) * hourly rate	\$1,131	\$1,131	100%		varies	varies		Y
c) Small TI without process piping or tools. (Example: registration form, inert compressed gas system installations, CO2 for beverage, small auto repair or retail).	\$748	\$1,131	\$1,131	100%		\$383	51%		Y
d) Facility TI with process piping or tanks < 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Does not include tools (tool fee is extra).	\$1,480	\$1,885	\$1,885	100%		\$405	27%		Y
e) Facility TI with process piping or tanks > 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Does not include tools (tool fee is extra).									
i) Base Fee - Includes up to 8 hours	\$0.38 per SF	\$3,016	\$3,016	100%		varies	varies		Y
ii) Each Additional Hour, or fraction thereof	\$0.38 per SF	\$377	\$377	100%		varies	varies		Y
f) Temporary diesel generator (no external tank)	HR(s) * hourly rate	\$1,885	\$1,885	100%		varies	varies		Y
g) Temporary diesel tank (external to equipment)	HR(s) * hourly rate	\$1,131	\$1,131	100%		varies	varies		Y
h) Temporary or Mobile ESS	HR(s) * hourly rate	\$2,262	\$2,262	100%		varies	varies		Y
62 Tools with Hazardous Materials (Example: emergency generator, lift stations, aboveground tanks, treatment systems, battery module per 50KWh, propane system, large tank installations).									
a) Up to Two Tools	\$1,480	\$1,508	\$1,508	100%	up to 2 tools	\$28	2%		Y
b) Each Additional Tool	\$555	\$566	\$566	100%	per tool	\$10	2%		Y
63 Closure - process / tools	\$1,126	\$1,131	\$1,131	100%	each	\$5	0%		Y
64 Closure - Facility									
a) Small HM Facility Closure	\$748	\$1,508	\$1,508	100%		\$760	102%		Y
b) Medium HM Facility Closure	\$1,480	\$2,262	\$2,262	100%		\$782	53%		Y
c) Large HM Facility Closure									
i) Base Fee - Includes up to 10 hours	\$0.38 per SF	\$3,770	\$3,770	100%		varies	varies		Y
ii) Each Additional Hour, or fraction thereof	\$0.38 per SF	\$377	\$377	100%		varies	varies		Y
a) Small TI without process piping or tools. (Example: registration form, inert compressed gas system installations, CO2 for beverage, small auto repair or retail).	\$748								
b) Facility TI with process piping or tanks < 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Tools included.	\$1,480								
c) Facility TI with process piping or tanks > 4,000 sq. ft. (Example: H or F Occupancy, Plating Facility, chemical bunker). Tools included.	\$0.38								

City of Milpitas
FIRE

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
65 Underground Tank Installation:									
a) Tank System - 3 Tanks or less	\$6,737	\$6,786	\$6,786	100%		\$49	1%		Y
b) Each Additional Tank	\$756	\$754	\$754	100%		(\$2)	0%		Y
a) 4 Tank System or less	\$6,737								
b) Each additional tank	\$756								
66 Underground Tank Removal:									
a) Tank System - 3 Tanks or less	\$3,007	\$3,770	\$3,770	100%		\$763	25%		Y
b) Each Additional Tank	\$378	\$754	\$754	100%		\$376	99%		Y
a) 2 Tank System or Less	\$3,007								
b) Each additional tank	\$378								
MISCELLANEOUS FEES:									
67 After Hours or Fast-Track Plan Check, Inspection - 3 hrs min at OT Rate [a]	\$1,300	\$1,357	\$1,357	100%		\$57	4%	[a]	Y
68 Alternate Materials & Methods Review	\$1,340	\$1,320	\$1,320	100%		(\$20)	-2%		Y
69 New Occupancy (new business)									
a) No Hazardous Materials	\$370	\$754	\$754	100%		\$384	104%		Y
b) With Hazardous Materials	\$737	\$754	\$754	100%		\$17	2%		Y
70 Smoke Detectors Verifications (new owner)	\$370	\$377	\$377	100%		\$7	2%		Y
71 Title 19 5-year automatic fire sprinkler certification									
a) Commercial, Industrial, Mixed Use, Hotel/Motel, Apartments, Condominiums, etc.									
i. Building less than or equal to 50,000 sq. ft.	\$739	\$754	\$754	100%		\$15	2%		Y
ii. Building over 50,000 sq. ft.									
a) First 50,000 sq. ft.	\$739	\$754	\$754	100%		\$15	2%		Y
b) Each additional 50,000 sq. ft. or fraction thereof	\$370	\$377	\$377	100%		\$7	2%		Y
b) Townhome Buildings									
i. Building less than or equal to 25,000 sq. ft.	\$370	\$377	\$377	100%		\$7	2%		Y
ii. Building over 25,000 sq. ft.									
a) First 25,000 sq. ft.	\$370	\$377	\$377	100%		\$7	2%		Y
b) Each additional 25,000 sq. ft. or fraction thereof	\$370	\$377	\$377	100%		\$7	2%		Y
72 Failure to cancel a scheduled inspection 24 hrs. prior	\$370	\$377	\$377	100%		\$7	2%		Y
73 Temporary Certificate of Occupancy	\$184	\$189	\$189	100%		\$4	2%		Y

City of Milpitas
FIRE

Fee Description		Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
74	Standard Hourly Rate - per hour	\$370	\$377	\$377	100%		\$7	2%		Y
75	Overtime Hourly Fee - per hour	\$434	\$452	\$452	100%		\$19	4%		Y
76	Other activities not listed - per hour	\$370	\$377	\$377	100%		\$7	2%		Y
77	Additional Plan Review Time - Std. or OT per hr.	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
78	Additional Inspection Time - Std. or OT per hr.	HR(s) * hourly rate		HR(s) * hourly rate			No Change	No Change		N
79	Fire Department Technology Fee - % of permit	3.80%		3.80%			No Change	No Change		N
80	Emergency Response Mapping - New Projects									
	a) Base Fee - Includes up to 1 hour	\$335	\$377	\$335	89%		\$0	0%		Y
	b) Each Additional Hour, or fraction thereof	\$335	\$377	\$335	89%		\$0	0%		Y

[a] Minimum 3 hours.

City of Milpitas

AMBULANCE

Fee Description		Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
SERVICE FEES							
1	ALS-1 (Advanced Life Support)	\$3,314.54	\$3,314.54	\$0.00	0.00%		N
2	ALS-2 (Advanced Life Support)	\$3,314.54	\$3,314.54	\$0.00	0.00%		N
3	BLS	\$2,651.64	\$2,651.64	\$0.00	0.00%		N
4	Mileage	\$112.54	\$112.54	\$0.00	0.00%		N
5	Hourly Ambulance Standby	\$390.19	\$390.19	\$0.00	0.00%		N
6	Hourly Paramedic – Individual	\$195.09	\$195.09	\$0.00	0.00%		N
7	Hourly EMT – Individual	\$130.06	\$130.06	\$0.00	0.00%		N
EQUIPMENT/SUPPLIES							
8	Airway/Nasal	\$59.95	\$59.95	\$0.00	0.00%		N
9	Airway/Oral	\$32.70	\$32.70	\$0.00	0.00%		N
10	Bag Valve Mask	\$198.93	\$198.93	\$0.00	0.00%		N
11	Bandage, Elastic	\$16.07	\$16.07	\$0.00	0.00%		N
12	Bandages Triangular	\$27.25	\$27.25	\$0.00	0.00%		N
13	Bed Pan	\$27.25	\$27.25	\$0.00	0.00%		N
14	Blanket, Disposable	\$65.40	\$65.40	\$0.00	0.00%		N
15	Blood Glucose Test	\$54.50	\$54.50	\$0.00	0.00%		N
16	Burn Sheet	\$100.83	\$100.83	\$0.00	0.00%		N
17	Cervical Collar	\$196.21	\$196.21	\$0.00	0.00%		N
18	Cold/Hot Pack	\$40.88	\$40.88	\$0.00	0.00%		N
19	Cpap Procedure	\$844.79	\$844.79	\$0.00	0.00%		N
20	Defib Pads	\$119.91	\$119.91	\$0.00	0.00%		N
21	Dressing - Major	\$27.25	\$27.25	\$0.00	0.00%		N
22	Dressing - Minor	\$27.25	\$27.25	\$0.00	0.00%		N
23	Ekg Electrodes	\$51.78	\$51.78	\$0.00	0.00%		N
24	Ekg Monitor 12 Lead	\$258.89	\$258.89	\$0.00	0.00%		N
25	Emesis Basin/Bag	\$21.24	\$21.24	\$0.00	0.00%		N
26	Endotracheal Tube Introducer/Gum Elastic Bougie	\$182.04	\$182.04	\$0.00	0.00%		N
27	Headbed Immobilizer	\$46.33	\$46.33	\$0.00	0.00%		N
28	Hepa Mask	\$68.13	\$68.13	\$0.00	0.00%		N
29	Hood, Spit Sock	\$44.87	\$44.87	\$0.00	0.00%		N
30	Intravenous Saline Lock	\$143.48	\$143.48	\$0.00	0.00%		N
31	Intravenous Infusion Set	\$242.53	\$242.53	\$0.00	0.00%		N
32	Intravenous Start Kit	\$108.92	\$108.92	\$0.00	0.00%		N
33	Intubation Supplies	\$122.63	\$122.63	\$0.00	0.00%		N
34	IO Supplies	\$812.09	\$812.09	\$0.00	0.00%		N
35	King Vision Video Larynoscope Channel Blade	\$45.07	\$45.07	\$0.00	0.00%		N
36	LMA Supreme - Supraglottic Airway	\$54.09	\$54.09	\$0.00	0.00%		N
37	Meconium Aspirator	\$24.23	\$24.23	\$0.00	0.00%		N

City of Milpitas

AMBULANCE

Fee Description		Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
38	Nebulizer	\$128.09	\$128.09	\$0.00	0.00%		N
39	Non-Rebreather Mask	\$29.98	\$29.98	\$0.00	0.00%		N
40	O2 Cannula With End-Tidal	\$92.57	\$92.57	\$0.00	0.00%		N
41	O2 Mask/Cannula	\$62.68	\$62.68	\$0.00	0.00%		N
42	OB Pack	\$218.01	\$218.01	\$0.00	0.00%		N
43	Patient Mover	\$87.46	\$87.46	\$0.00	0.00%		N
44	Plueral Decompression	\$185.43	\$185.43	\$0.00	0.00%		N
45	Pulse Oximetry	\$114.46	\$114.46	\$0.00	0.00%		N
46	Razor, Disposable	\$2.27	\$2.27	\$0.00	0.00%		N
47	Splint Arm	\$40.88	\$40.88	\$0.00	0.00%		N
48	Splint Leg	\$40.88	\$40.88	\$0.00	0.00%		N
49	Splinting (Extremity)	\$196.21	\$196.21	\$0.00	0.00%		N
50	Strap, 5 Foot Immobilization	\$30.16	\$30.16	\$0.00	0.00%		N
51	Suction Tube	\$84.48	\$84.48	\$0.00	0.00%		N
52	Suctioning	\$171.68	\$171.68	\$0.00	0.00%		N
53	Temperature Measurement	\$46.00	\$46.00	\$0.00	0.00%		N
54	Tourniquet, Combat	\$163.85	\$163.85	\$0.00	0.00%		N
55	Universal Precautions	\$76.30	\$76.30	\$0.00	0.00%		N
56	Urinal	\$27.25	\$27.25	\$0.00	0.00%		N
MEDICATIONS							
57	Acetaminophen	\$329.94	\$329.94	\$0.00	0.00%		N
58	Activated Charcoal	\$55.37	\$55.37	\$0.00	0.00%		N
59	Adenosine	\$158.06	\$158.06	\$0.00	0.00%		N
60	Albuterol	\$65.40	\$65.40	\$0.00	0.00%		N
61	Amiodarone	\$105.12	\$105.12	\$0.00	0.00%		N
62	Asprin	\$16.35	\$16.35	\$0.00	0.00%		N
63	Atrophine	\$46.33	\$46.33	\$0.00	0.00%		N
64	Atrophine High Dose	\$218.54	\$218.54	\$0.00	0.00%		N
65	Benadryl	\$46.33	\$46.33	\$0.00	0.00%		N
66	Calcium Chloride	\$46.33	\$46.33	\$0.00	0.00%		N
67	Dextrose 10% 25G In 250ML Bag	\$66.05	\$66.05	\$0.00	0.00%		N
68	Dopamine Drip	\$147.16	\$147.16	\$0.00	0.00%		N
69	Duodote Autoinjector	\$136.94	\$136.94	\$0.00	0.00%		N
70	Epi 1:1,000 1Mg/1Cc	\$76.30	\$76.30	\$0.00	0.00%		N
71	Epi 1:10,000	\$76.30	\$76.30	\$0.00	0.00%		N
72	Glucagon	\$776.66	\$776.66	\$0.00	0.00%		N
73	Glucose Paste	\$23.74	\$23.74	\$0.00	0.00%		N
74	Lidocaine 2%	\$59.95	\$59.95	\$0.00	0.00%		N
75	Midazolam	\$4.33	\$4.33	\$0.00	0.00%		N

City of Milpitas
AMBULANCE

Fee Description		Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
76	Morphine	\$46.33	\$46.33	\$0.00	0.00%		N
77	Narcan	\$87.20	\$87.20	\$0.00	0.00%		N
78	Nitroglycerin Tablet	\$2.33	\$2.33	\$0.00	0.00%		N
79	Nitropaste	\$21.23	\$21.23	\$0.00	0.00%		N
80	Normal Saline Flush Pls 10Cc	\$40.74	\$40.74	\$0.00	0.00%		N
81	Normal Saline 1000Cc	\$264.34	\$264.34	\$0.00	0.00%		N
82	Ondansetron Injectable	\$94.83	\$94.83	\$0.00	0.00%		N
83	Ondansetron Oral Dissolving Tablet	\$78.32	\$78.32	\$0.00	0.00%		N
84	Sodium Bicarb	\$81.75	\$81.75	\$0.00	0.00%		N
85	Sterile Water	\$65.40	\$65.40	\$0.00	0.00%		N
86	Tranexamic Acid 1,000mg	\$15.55	\$15.55	\$0.00	0.00%		N

* These fees are intended to mirror fees authorized by the Santa Clara County Emergency Medical Services Agency (Santa Clara County EMS). If Santa Clara County EMS updates fees subsequent to the adoption of this schedule, this schedule shall be presumed to reflect updated amounts. In the case of discrepancies, fee amounts authorized by Santa Clara County EMS shall supersede the amounts listed above. The City will periodically examine costs to ensure that fees collected do not exceed the City's program costs of service.

City of Milpitas
POLICE

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
Citations									
1 Citation Sign off for Non Milpitas Residents	\$20	\$45	\$20	45%		\$0	0%		N
2 Parking Citations	\$65 - \$280		\$65 - \$280			\$0	0%	[a]	N
3 Copy of Traffic & Parking citations	\$5	\$11	\$5	48%		\$0	0%		N
Alarm Fees and Fines									
4 Alarm Permit									
a) Alarm Permit - Initial	\$52		\$52		per year	\$0	0%	[b]	Y
b) Alarm Permit - Renewal	\$26		\$26		per year	\$0	0%	[b]	Y
c) Alarm Permit - Late Filing Fee	50% of permit fee		50% of permit fee			\$0	0%		N
5 False Alarm Response (per calendar year)									
a) First	No Charge	\$267	No Charge			\$0	0%		N
b) Second	No Charge	\$267	No Charge			\$0	0%		N
c) Third	\$98	\$267	\$100	37%		\$2	2%		Y
d) Fourth	\$163	\$267	\$165	50%		\$2	1%		Y
e) Fifth	\$325	\$267	\$325	74%		(\$0)	0%		Y
f) Sixth or More	\$325	\$267	\$325	86%	per response	(\$0)	0%		Y
6 False Alarm Response - Additional Fee for Unregistered Alarm	\$33	\$32	\$32	100%	per response	(\$1)	-3%		Y
Concealed Weapon Permit									
7 Concealed Weapon Permit									
a) Initial Application	\$330		\$330			\$0	0%	[c]	N
b) Renewal Application	\$25		\$25			\$0	0%	[c]	N
c) Psychological Testing	Actual Cost		Actual Cost					[c]	N
d) Modification of Permit	\$10		\$10			\$0	0%	[c]	N

City of Milpitas
POLICE

Fee Description		Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
Miscellaneous										
8	Fingerprints									
	a) Ink Card Up to (2) Cards	\$25	\$42	\$40	95%	Each Additional Card	\$15	60%		N
	b) Ink Card Over (2) Cards	\$5	\$5	\$5	95%		\$0	0%		N
	c) Live Scan plus DOJ and FBI fees	\$25	\$42	\$40	95%		\$15	60%		N
9	Subpoenas									
	a) Officer	\$275		\$275			\$0	0%		N
	b) Records	\$15		\$15			\$0	0%		N
10	Administrative Tow Fees									
	a) Impound	\$346	\$365	\$365	100%		\$19	6%		N
	b) Stored	\$50	\$165	\$165	100%		\$115	230%		N
11	Repossession Fee	\$15		\$15			\$0	0%		N
12	Incident (Log Event) Reports	\$5	\$21	\$5	24%		\$0	0%		N
13	Photos on CD / Digital Media	\$15	\$32	\$20	63%		\$5	33%		N
14	Police Reports									
	a) Up to (10) Pages	\$13	\$32	\$15	48%	per page	\$2	15%		N
	b) Police Reports Over (10) Pages	\$1		\$1			\$0	0%		N
15	US Investigative Request for Law Enforcement Data	\$15	\$63	\$15	24%		\$0	0%		N
16	Videos / Digital Reproduction	Actual Cost billed in 15 minute increments; \$50 minimum		Actual Cost billed in 15 minute increments; \$50 minimum			No Change	No Change	[d]	N
17	Massage Permits	\$1,000	\$1,003	\$1,000	100%		\$0	0%		N

[a] Amounts vary depending on citation type.

[b] Alarm permits are issued per calendar year. Permits will expire annually on December 31st.

[c] Additional fees may apply (e.g., other agency fees, fingerprinting, background testing, firearm training, etc.).

[d] For requests requiring special programming or formatting the City will recover actual costs, including a pass-through of any vendor costs incurred.

City of Milpitas
ANIMAL REGULATION

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
1 Animal Bites Penalty	\$200	\$200	No Change	No Change			N
2 Animal Impoundment Hearing	\$50	\$50	No Change	No Change			N
3 Animal Nuisance (e.g. barking)	\$100	\$100	No Change	No Change			N
4 Animals in Excess of Maximum Allowed Penalty	\$50	\$50	No Change	No Change			N
5 Failure to Apply for Annual Animal Facility Permit	\$20	\$20	No Change	No Change			N
6 Inadequate Control or Confinement of Potentially Dangerous Animal Penalty	\$100	\$100	No Change	No Change			N
7 Late Payments for Animal Fees	10%	10%	No Change	No Change	7 days		N
8 Unlicensed dog or cat penalty	\$50	\$50	No Change	No Change			N
9 Violation of Leash Law	\$25	\$25	No Change	No Change			N
10 Dog License							
a) Altered	\$25	\$25	No Change	No Change			N
b) Late Fee	\$20	\$20	No Change	No Change			N
c) Unaltered	\$65	\$65	No Change	No Change			N
11 Cat License							
a) Altered	\$15	\$15	No Change	No Change			N
b) Late Fee	\$20	\$20	No Change	No Change			N
c) Unaltered	\$35	\$35	No Change	No Change			N
12 Dog Seller Fee							
a) 1st Permit within Calendar Year	\$89	\$89	No Change	No Change			N
b) 2nd Permit within Calendar Year	\$177	\$177	No Change	No Change			N
13 Cat Seller Fee							
a) 1st Permit within Calendar Year	\$59	\$59	No Change	No Change			N
b) 2nd Permit within Calendar Year	\$118	\$118	No Change	No Change			N
14 Animal Disposal Fee	Actual Cost	Actual Cost	No Change	No Change			N
15 Quarantining Animal Fee	Actual Cost	Actual Cost	No Change	No Change			N
16 Redemption of Impounded Animal Fee	Actual Cost	Actual Cost	No Change	No Change			N

City of Milpitas
ANIMAL REGULATION

Fee Description		Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
17	Annual Animal Adoption Permit Fee	\$59	\$59	No Change	No Change			N
18	Annual Animal Facility Permit Application Fee	\$59	\$59	No Change	No Change			N
19	Dangerous Animal Annual Permit Fee	\$177	\$177	No Change	No Change			N
20	Permit for Exception to Number or Type of Animals Allowed, Application Fee	\$24	\$24	No Change	No Change			N
21	Other Requested/Required Services - See City of San Jose (The City of Milpitas contracts with the City of San Jose for various Animal Regulation services)	See City of San Jose fee schedule	See City of San Jose fee schedule	No Change	No Change			N

City of Milpitas

RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
ADULT RECREATION							
Adult Sports Enrichment Fees							
1 Sports League (full season)							
a) per team	\$545 - \$775	\$545 - \$775	\$0	0%	per season		Y
b) Additional fee per non-resident player	\$11	\$11	\$0	0%	per season		Y
AQUATICS							
2 Recreational Swim	\$3 - \$8	\$5 - \$12	\$2 - \$4	varies	per person		Y
3 Swimming Lessons Group							
a) Residents	\$85 - \$116	\$85 - \$116	\$0	0%	per session		Y
4 Private Swimming Lessons							
a) Residents	\$40 - \$50	\$40 - \$50	\$0	0%	per half hour lesson		Y
ARTS & CULTURE PROGRAMS							
5 Cultural Facilities Entrance Fee	\$0 - \$20	\$0 - \$20	\$0	0%	per person		Y
6 Cultural Event Activity Fee	\$0 - \$20	\$0 - \$20	\$0	0%	per person		Y
7 Busker Fee	\$0 - \$20	\$0 - \$20	\$0	0%	per event		Y
8 Artisan/Cottage Vendor Fee	\$25 - \$105	\$25 - \$105	\$0	0%	per event		Y
9 Theatre Audition/Cast Fee							
a) Residents	\$0 - \$143	\$0 - \$150	\$0 - \$7	varies	per production		Y
10 Theatre Entrance Fees							
a) General Production	\$0 - \$20	\$0 - \$20	\$0	0%	per person		Y
b) Special Production	\$0 - \$50	\$0 - \$50	\$0	0%	per person		Y
11 CONTRACT CLASSES / PROGRAMS	Instructor: Negotiated Rate	Instructor: Negotiated Rate					N

City of Milpitas

RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
MEMBERSHIP							
12 Senior Center Membership							
a) Residents	\$14 - \$18	\$15 - \$20	\$1 - \$2	varies	per year		Y
b) Non-Resident	\$34-\$38	\$35 - \$40	\$1 - \$2	varies	per year		Y
Sports Center Membership							
13 Fitness Passes - Per Visit Packages							
a) 5 visits	\$27	\$27	\$0	0%	per package		Y
b) 10 visits	\$54	\$54	\$0	0%	per package		Y
c) 15 visits	\$81	\$81	\$0	0%	per package		Y
d) 20 visits	\$108	\$108	\$0	0%	per package		Y
14 Fitness Passes Senior (50+) - Per Visit Packages							
a) 5 visits	\$17	\$17	\$0	0%	per package		Y
b) 10 visits	\$34	\$34	\$0	0%	per package		Y
c) 15 visits	\$51	\$51	\$0	0%	per package		Y
d) 20 visits	\$68	\$68	\$0	0%	per package		Y
15 Drop-In Fee	\$8 - \$14	\$8 - \$14	\$0	0%	per package		Y
16 Sports Center Unlimited Packages							
a) Monthly	\$70	\$70 - \$80	\$0 - \$10	varies	per package		Y
b) 3 Months	\$210	\$210 - \$220	\$0 - \$10	varies	per package		Y
c) 6 Months	\$310	\$310 - \$320	\$0 - \$10	varies	per package		Y
d) 12 Months	\$510	\$510 - \$520	\$0 - \$10	varies	per package		Y
17 Sports Center Unlimited Packages - Senior (50+)							
a) Monthly	\$40	\$40 - \$50	\$0 - \$10	varies	per package		Y
b) 3 Months	\$95	\$95 - \$105	\$0 - \$10	varies	per package		Y
c) 6 Months	\$145	\$145 - \$155	\$0 - \$10	varies	per package		Y
d) 12 Months	\$255	\$255 - \$265	\$0 - \$10	varies	per package		Y
18 Fitness Passes - Per Visit Packages - Non Resident							
a) 5 visits - Non Resident	\$32	\$32	\$0	0%	per package		Y
b) 10 visits - Non Resident	\$64	\$64	\$0	0%	per package		Y
c) 15 visits - Non Resident	\$96	\$96	\$0	0%	per package		Y
d) 20 visits - Non Resident	\$128	\$128	\$0	0%	per package		Y
19 Fitness Passes Senior (50+) - Per Visit Packages							
a) 5 visits - Non Resident	\$22	\$22	\$0	0%	per package		Y
b) 10 visits - Non Resident	\$44	\$44	\$0	0%	per package		Y
c) 15 visits - Non Resident	\$66	\$66	\$0	0%	per package		Y
d) 20 visits - Non Resident	\$88	\$88	\$0	0%	per package		Y

City of Milpitas

RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
20 Sports Center Unlimited Packages							
a) Monthly - Non Resident	\$80	\$80 - \$90	\$0 - \$10	varies	per package		Y
b) 3 Months - Non Resident	\$238	\$238 - \$248	\$0 - \$10	varies	per package		Y
c) 6 Months - Non Resident	\$362	\$362 - \$372	\$0 - \$10	varies	per package		Y
d) 12 Months - Non Resident	\$611	\$611 - \$621	\$0 - \$10	varies	per package		Y
21 Sports Center Unlimited Packages - Senior (50+)							
a) Monthly - Non Resident	\$49	\$49 - \$59	\$0 - \$10	varies	per package		Y
b) 3 Months - Non Resident	\$119	\$119 - \$129	\$0 - \$10	varies	per package		Y
c) 6 Months - Non Resident	\$191	\$191 - \$201	\$0 - \$10	varies	per package		Y
d) 12 Months - Non Resident	\$347	\$347 - \$357	\$0 - \$10	varies	per package		Y
Artificial Turf Field							
22 Deposit (Football/Soccer)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV & V	\$1,000	\$1,000	\$0	0%			N
23 Deposit (Soccer/Volleyball)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV & V	\$750	\$750	\$0	0%			N
24 Artificial Turf Football/Soccer w/o lights							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$160	\$160	\$0	0%	per hour		N
c) Priority V	\$321	\$321	\$0	0%	per hour		N
25 Artificial Turf Football/Soccer w/ lights							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$171	\$171	\$0	0%	per hour		N
c) Priority V	\$342	\$342	\$0	0%	per hour		N
26 Artificial Turf Volleyball/Soccer w/o lights							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$109	\$109	\$0	0%	per hour		N
c) Priority V	\$217	\$217	\$0	0%	per hour		N
27 Artificial Turf Volleyball/Soccer w/ lights							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$119	\$119	\$0	0%	per hour		N
c) Priority V	\$238	\$238	\$0	0%	per hour		N

City of Milpitas

RECREATION

Legend for Recreation Fees:

Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
28 Tournament: Field w/o lights (Football)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$228	\$235	\$7	3%	per hour		N
c) Priority V	\$342	\$353	\$11	3%	per hour		N
29 Tournament: Field w/ lights (Football)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$238	\$245	\$7	3%	per hour		N
c) Priority V	\$357	\$368	\$11	3%	per hour		N
30 Tournament: Field w/o lights (Small)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$171	\$176	\$5	3%	per hour		N
c) Priority V	\$256	\$264	\$8	3%	per hour		N
31 Tournament: Field w/ lights (Small)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$181	\$187	\$6	3%	per hour		N
c) Priority V	\$272	\$280	\$8	3%	per hour		N
Community Center Rentals							
32 Application Fee (non-refundable)	\$21 - \$31	\$31 - \$41	\$10	varies	per rental		N
33 Rental Deposits: Classroom/Conference Room	\$200	\$200	\$0	0%	per rental		N
34 Rental Deposits: Auditorium	\$500	\$500	\$0	0%	per rental		N
35 Rental Deposits: Auditorium Screen	\$250	\$250	\$0	0%	per rental		N
36 Auditorium (3 hr. minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$109	\$109	\$0	0%	per hour		N
c) Priority IV	\$217	\$217	\$0	0%	per hour		N
d) Priority V	\$279	\$279	\$0	0%	per hour		N
37 Conference Room (2 hr. minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$38	\$38	\$0	0%	per hour		N
c) Priority IV	\$77	\$77	\$0	0%	per hour		N
d) Priority V	\$139	\$139	\$0	0%	per hour		N
38 Dance Studio. Craft Classroom (2 hr. minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$22	\$22	\$0	0%	per hour		N
c) Priority IV	\$43	\$43	\$0	0%	per hour		N
d) Priority V	\$106	\$106	\$0	0%	per hour		N

City of Milpitas

RECREATION

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Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
39 Facility Attendant Fees							
a) Priority II,III, IV	\$32	\$32	\$0	0%	per hour		N
b) Priority V	\$64	\$64	\$0	0%	per hour		N
40 Piano							
a) Priority III, IV	\$22	\$22	\$0	0%	per day		N
b) Priority V	\$87	\$87	\$0	0%	per day		N
41 Auditorium Sound System (includes staff time)	\$54	\$54	\$0	0%	per hour		N
Field Rentals							
42 Application Fee (non-refundable)	\$21 - \$31	\$31 - \$41	\$10	varies		[a]	N
43 Rental Deposits							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV & V	\$750	\$750	\$0	0%			N
44 Cricket Pitch							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$32	\$32	\$0	0%	per hour		N
c) Priority V	\$64	\$64	\$0	0%	per hour		N
45 Soccer Field w/o lights (2hr. Minimum)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$32	\$32	\$0	0%	per hour		N
c) Priority V	\$64	\$64	\$0	0%	per hour		N
46 Soccer Field w/ lights (2hr. Minimum)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$43	\$43	\$0	0%	per hour		N
c) Priority V	\$87	\$87	\$0	0%	per hour		N
47 Softball/ Baseball Field w/o lights (2hr minimum)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$22	\$22	\$0	0%	per hour		N
c) Priority V	\$43	\$43	\$0	0%	per hour		N
48 Softball/ Baseball Field w/ lights (2hr minimum)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$32	\$32	\$0	0%	per hour		N
c) Priority V	\$64	\$64	\$0	0%	per hour		N

City of Milpitas

RECREATION

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Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
49 Tournaments: Field w/o lights							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$65	\$65	\$0	0%	per hour		N
c) Priority V	\$130	\$130	\$0	0%	per hour		N
50 Tournaments: Field w/ lights							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$86	\$86	\$0	0%	per hour		N
c) Priority V	\$172	\$172	\$0	0%	per hour		N
Gym, Courts & Pool Rentals							
51 Application Fee (non-refundable)	\$21 - \$31	\$31 - \$41	\$10	varies			N
52 Rental Deposit							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV & V	\$750	\$750	\$0	0%			N
53 Large Gymnasium (3 hr. minimum)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$88	\$92	\$4	5%			N
c) Priority V	\$176	\$184	\$8	5%			N
54 MSC Dance Studio (2 hr. minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$21	\$22	\$1	5%	per hour		N
c) Priority IV	\$42	\$44	\$2	5%	per hour		N
d) Priority V	\$102	\$107	\$5	5%	per hour		N
55 Tournaments: Large Gymnasium (3 hr. Minimum)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$150	\$158	\$8	5%			N
c) Priority V	\$233	\$245	\$12	5%			N
56 Training Pool (2hr. minimum)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$54 - \$74	\$54 - \$74	\$0	0%	per hr + 2 guards		N
c) Priority V	\$108 - \$128	\$108 - \$128	\$0	0%	per hr + 2 guards		N
57 Yard Pool (2 hr. minimum)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$67 - \$87	\$67 - \$87	\$0	0%	per hr + 2 guards		N
c) Priority V	\$135 - \$155	\$135 - \$155	\$0	0%	per hr + 2 guards		N

City of Milpitas

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Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
58 Meter Pool (2 hr. minimum)							
a) Priority II & III	n/a	n/a	\$0	0%			N
b) Priority IV	\$78 - \$98	\$78 - \$98	\$0	0%	per hr + 2 guards		N
c) Priority V	\$155 - \$175	\$155 - \$175	\$0	0%	per hr + 2 guards		N
59 Facility Attendant/Scorekeeper (per attendant)						[a]	
a) Priority II & IV	\$32	\$32	\$0	0%	per hour		N
b) Priority V	\$64	\$64	\$0	0%	per hour		N
60 Lifeguard Fees (per Lifeguard)						[a]	
a) Priority II & IV	\$21	\$22	\$1	6%	per hour		N
b) Priority V	\$41	\$43	\$2	4%	per hour		N
61 Classroom (2hr. minimum)							
a) Priority II	n/a	n/a	\$0	0%			N
b) Priority III	\$22	\$22	\$0	0%	per hour		N
c) Priority IV	\$43	\$43	\$0	0%	per hour		N
d) Priority V	\$106	\$106	\$0	0%	per hour		N
Higuera Adobe							
62 Application Fee (non-refundable)	\$21 - \$31	\$31 - \$41	\$10	varies		[b]	N
63 Rental Deposit	\$500	\$500	\$0	0%		[b]	N
64 Auditorium (3hr. Minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$54	\$54	\$0	0%	per hour		N
c) Priority IV	\$108	\$108	\$0	0%	per hour		N
d) Priority V	\$170	\$170	\$0	0%	per hour		N
65 Facility Attendant Fees (per attendant)							
a) Priority II, III, & IV	\$32	\$32	\$0	0%	per hour		N
b) Priority V	\$64	\$64	\$0	0%	per hour		N

City of Milpitas RECREATION

Legend for Recreation Fees:

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Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
City Hall							
66 Application Fee (non-refundable)	\$30	\$31 - \$41	\$10	varies	per rental		N
67 Rental Deposit	\$500	\$500	\$0	0%		[b]	N
68 City Hall Rotunda (2 hr. minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$41	\$41	\$0	0%	per hour		N
c) Priority IV	\$83	\$83	\$0	0%	per hour		N
d) Priority V	\$166	\$166	\$0	0%	per hour		N
69 City Hall City Council Chambers (2 hr. minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$81	\$81	\$0	0%	per hour		N
c) Priority IV	\$269	\$269	\$0	0%	per hour		N
d) Priority V	\$538	\$538	\$0	0%	per hour		N
70 City Hall Veterans Plaza (2 hr. minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$41	\$41	\$0	0%	per hour		N
c) Priority IV	\$83	\$83	\$0	0%	per hour		N
d) Priority V	\$166	\$166	\$0	0%	per hour		N
71 Staff/hour - Maintenance and/or IT (per attendant / per staff member)	\$52	\$52 - \$120	varies	varies	per hour / per staff		N
Special Event Venue/Open Space							
72 Application Fee (non-refundable)	\$31	\$31 - \$41	\$10	varies	per application		N
73 Rental Deposits	\$1,000	\$1,000	\$0	0%	per day		N
74 Rental Fee							
a) Priority II & III	\$1,069	\$1,069	\$0	0%	per day		N
b) Priority IV	\$2,138	\$2,138	\$0	0%	per day		N
c) Priority V	\$3,207	\$3,207	\$0	0%	per day		N
75 Facility Attendant Fees (per attendant)	\$32	\$32	\$0	0%	per hour	[c],[d]	N

City of Milpitas

RECREATION

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Fee Description		Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
Mobile Stage Rental								
76	Deposit (All Priorities)	\$1,000						N
77	Rental (All Priorities)	\$1,370 – \$2,740				per day		Y
78	Light Package	\$110 – \$1,100				per rental	{c}	Y
79	Light Mixer	\$110 – \$440				per rental	{d}	Y
80	Light Tech	\$33 – \$110				per hour	{e}	Y
81	Staff Fee	\$110 – \$2,750				per hour	{f}	Y
82	Mileage	\$0.50 – \$3.50				per mile	{g}	Y
83	ADA Ramp	\$270						Y
84	Truss Roof Cover/ Banner Support	\$110 – \$440				per rental	{c}	Y
Picnic Area Rentals								
76	Application Fee (non-refundable)	\$21 - \$31	\$31 - \$41	\$10	varies			N
77	Rental Deposit: Large Picnic Area	\$250	\$250	\$0	0%			N
78	Small Parks with Restrooms (50 or less capacity)							
	a) Priority III & IV	\$88	\$88	\$0	0%	per day per area	[b]	N
	b) Priority V	\$155	\$155	\$0	0%	per day per area	[b]	N
79	Small Parks without Restrooms (50 or less capacity)							
	a) Priority III & IV	\$67	\$67	\$0	0%	per day per area	[b]	N
	b) Priority V	\$135	\$135	\$0	0%	per day per area	[b]	N
80	Medium Parks 50 to 100 or less capacity							
	a) Priority III & IV	\$150	\$150	\$0	0%	per day per area	[b]	N
	b) Priority V	\$212	\$212	\$0	0%	per day per area	[b]	N
81	Large Parks More than 100+ capacity							
	a) Priority III & IV	\$342	\$342	\$0	0%	per day per area	[b]	N
	b) Priority V	\$404	\$404	\$0	0%	per day per area	[b]	N

City of Milpitas

RECREATION

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Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
Sal Cracolice Facility Rental							
82 Application Fee (non-refundable)	\$22 - \$34	\$31 - \$41	varies	varies			N
83 Rental Deposit Meeting Room	\$200	\$200	\$0	0%	per rental		N
84 Rental Deposit Amphitheater	\$500	\$500	\$0	0%	per rental		N
85 Rental Deposit Auditorium	\$500	\$500	\$0	0%			N
86 Auditorium w/kitchenette (3hr. Minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$88	\$88	\$0	0%	per hour		N
c) Priority IV	\$176	\$176	\$0	0%	per hour		N
d) Priority V	\$238	\$238	\$0	0%	per hour		N
87 Facility Attendant Fees (per attendant)							
a) Priority II, III, & IV	\$32	\$32	\$0	0%	per hour		N
b) Priority V	\$64	\$64	\$0	0%	per hour		N
88 Amphitheatre							
a) Priority II, III, & IV	\$135	\$135	\$0	0%	per hour		N
b) Priority V	\$197	\$197	\$0	0%	per hour		N
89 Meeting Room (2 hr Minimum)							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$49	\$49	\$0	0%	per hour		N
c) Priority IV	\$97	\$97	\$0	0%	per hour		N
d) Priority V	\$159	\$159	\$0	0%	per hour		N

City of Milpitas

RECREATION

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Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
Senior Center Rentals							
90 Application Fee (non-refundable)	\$22 - \$34	\$31 - \$41	varies	varies			N
91 Rental Deposits: Auditorium	\$500	\$500	\$0	0%			N
92 Rental Deposits: Classrooms							
a) Priority II	no fee	no fee	\$0	0%			N
b) Priority III	\$200	\$200	\$0	0%			N
c) Priority IV	\$200	\$200	\$0	0%			N
d) Priority V	\$200	\$200	\$0	0%			N
93 Community Room Auditorium (3hr. Minimum)							
a) Priority II	no fee	no fee	\$0	0%	per hour		N
b) Priority III	\$98	\$98	\$0	0%	per hour		N
c) Priority IV	\$197	\$197	\$0	0%	per hour		N
d) Priority V	\$259	\$259	\$0	0%	per hour		N
94 Classroom 140 and 141 (Full) (2 hr. Minimum)							
a) Priority II	no fee	no fee	\$0	0%	per hour		N
b) Priority III	\$49	\$49	\$0	0%	per hour		N
c) Priority IV	\$97	\$97	\$0	0%	per hour		N
d) Priority V	\$159	\$159	\$0	0%	per hour		N
95 Classroom 140 and 141 (Half)							
a) Priority II	no fee	no fee	\$0	0%	per hour		N
b) Priority III	\$27	\$27	\$0	0%	per hour		N
c) Priority IV	\$54	\$54	\$0	0%	per hour		N
d) Priority V	\$116	\$116	\$0	0%	per hour		N
96 Facility Attendant Fees (per attendant)							
a) Priority II, III, & IV	\$32	\$32	\$0	0%	per hour		N
b) Priority V	\$64	\$64	\$0	0%	per hour		N
97 Dance Studio							
a) Priority II	no fee	no fee	\$0	0%	per hour		N
b) Priority III	\$22	\$22	\$0	0%	per hour		N
c) Priority IV	\$43	\$43	\$0	0%	per hour		N
d) Priority V	\$106	\$106	\$0	0%	per hour		N

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Fee Description		Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
Community Garden								
98	Garden Plots (Residents Only)							
	a) Potable Water Community Gardens	\$.75 - \$ 1.15	\$1.00 - \$1.50	\$0.25 - \$0.35	varies	per sq. foot		N
	b) Recycled Water Community Gardens	\$.15 - \$.55	\$0.75 - \$1.05	\$0.50 - \$0.60	varies	per sq. foot		N
Pickleball / Tennis Court Rentals								
99	Deposit	\$250	\$250	\$0	0%			N
100	Courts w/o lights (per court)							
	a) Priority II & III	n/a	n/a	\$0	0%	per hour / per court		N
	b) Priority IV	\$9	\$9	\$0	0%	per hour / per court		N
	c) Priority V	\$11	\$18	\$7	67%	per hour / per court		N
101	Courts w/ lights (per court)							
	a) Priority II & III	n/a	n/a	\$0	0%	per hour / per court		N
	b) Priority IV	\$11	\$11	\$0	0%	per hour / per court		N
	c) Priority V	\$13	\$21	\$8	62%	per hour / per court		N
102	Tournament: Courts w/o lights (per court)							
	a) Priority II & III	n/a	n/a	\$0	0%	per hour / per court		N
	b) Priority IV	\$28	\$28	\$0	0%	per hour / per court		N
	c) Priority V	\$56	\$56	\$0	0%	per hour / per court		N
103	Tournament: Courts w/ lights (per court)							
	a) Priority II & III	n/a	n/a	\$0	0%	per hour / per court		N
	b) Priority IV	\$32	\$32	\$0	0%	per hour / per court		N
	c) Priority V	\$65	\$65	\$0	0%	per hour / per court		N
Senior Enrichment Fees(50+ years of age)								
104	Senior Center Programs-Classes	\$5 - \$8	\$5 - \$8	\$0	0%	per hour instruction		Y
105	Senior Center Citizen Trip Admin Fee	Actual cost to City + Trip Admission Fee	Actual cost to City + Trip Admission Fee	\$0	0%	per activity	[e]	Y
106	Senior Center Events	\$0 - \$20	\$0 - \$25	\$0 - \$5	varies	per day/ticket		Y
107	Senior Center Event Non-Member Fee	\$5 - \$10	\$5 - \$10	\$0	0%	per day/ticket		Y
108	Senior Center Program/Class Non-Resident Fee	\$11	\$11	\$0	0%	per class		Y

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Fee Description		Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
SPECIAL EVENTS								
Special Event Fees								
109	Special Event Entrance Fee	\$0 - \$150	\$0 - \$150	\$0	0%	per event		Y
110	Special Events Activity Fee	\$0 - \$40	\$0 - \$50	\$0 - \$10	varies	per activity		Y
111	Special Event Vendor Fees	\$105 - \$545	\$105 - \$545	\$0	0%	per space OR 5% - 20% net sales		Y
112	Special Event Non-Profit Vendor Fees	\$0 - \$275	\$0 - \$275	\$0	0%	per space OR 0% - 10% net sales		Y
YOUTH								
Youth Enrichment Fees								
113	Youth Sports User Fee							
	a) Outdoor	\$10	\$10	\$0	0%	per player per season		Y
	b) Indoor	\$21	\$21	\$0	0%	per player per season		Y
114	After School Program							
	a) Residents	\$8 - \$15	\$10 - \$20	\$2 - \$5	varies	per day for residents		Y
	b) Drop-In	n/a - new	\$15 - \$40	n/a - new	n/a - new	per day		Y
115	Late fee for After-School/Day Camp Programs							
	a) 1st offense & 2nd offense	\$12	\$12	\$0	0%	per each 10 minutes		Y
	b) 3rd offense or more	\$28	\$28	\$0	0%	per each 10 minutes		Y
116	Day Camp (Regular Day) – Internal Staff Run	\$202 - \$223	\$202 - \$223	\$0	0%	per week		Y
117	Day Camp Extended Care – Internal Staff Run	\$46	\$46	\$0	0%	per week		Y
Department General Fees								
118	General Internal Class Program Fees	Staff time + Materials	Staff time + Materials	\$0	0%			Y
119	Membership Card replacement fee	\$5	\$5	\$0	0%			Y
120	Transaction Fee	\$4 - \$7	\$1 - \$12	(\$3) - \$5	varies	per receipt		Y
121	Trips	Actual cost to City + Trip Admission Fee	Actual cost to City + Trip Admission Fee	\$0	0%			Y
122	General Non-Resident Fees	\$22 - \$33	\$22 - \$33	\$0	0%	per person/class/ month/program or trip		Y
123	Rental Deposits: All other rooms	\$200	\$200	\$0	0%			N
124	Recreation Services Merchandise	actual cost + % mark-up	actual cost + % mark-up	\$0	0%			Y
125	Milpitas Resident Senior Citizen Discount (50 years+)	25% off any non-senior center based class	25% off any non-senior center based class	\$0	0%			Y

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Legend for Recreation Fees:
 Priority II= Milpitas Public Schools, Chamber, and Gov. Agencies; Priority III= Resident Non-Profits; Priority IV= Milpitas Residents; Priority V= Non-Resident

Fee Description	Current Fee	Proposed Fee	Proposed Change (\$)	Proposed Change (%)	Charge Basis	Note	Yearly Inflator
126 Rental Transfer Fee	\$100	\$100	\$0	0%	per request		Y
127 Transaction Fee	\$4 - \$7	\$4 - \$10	\$0 - \$3	varies	per transaction		Y
128 Picnic Rental Transfer Fee	\$30	\$30	\$0	0%	per request		Y

- Notes:
- [a] No fee for Priority III.
 - [b] No fee for Priority II.
 - [c] Based on needs and packages.
 - [d] Based on needs and days.
 - [e] ~~Based on cost of tech.~~
 - [f] ~~Based on needs, actual costs of staff used in rental, time for load in/out and transportation.~~
 - [g] ~~Based on current gas prices.~~
 - [e] Depending on trip costs.

Additional Notes:
 * Recreation Fees recovery goals may be adjusted/balanced based on market factors.

City of Milpitas
FINANCE / ADMINISTRATIVE FEES

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
1 Bond Payoff Calculation	\$187	\$201	\$200	99%		\$13	7%		Y
2 Business License									
a) New Application Processing Fee	\$50	\$67	\$65	97%	per year	\$15	30%		Y
b) Processing Fee (renewal)	\$25	\$27	\$27	100%	per year	\$2	7%		Y
3 Phone Check Fee (User Fee - Finance)	\$15	\$27	\$15	56%		\$0	0%		N
4 Property Damage Invoice Processing Fee	\$30	\$40	\$40	99%	plus replacement cost	\$10	33%		Y
5 Credit Card Transaction Processing Fee	2.40%		2.40%	100%	% of amount paid by credit card	\$0	0%		N

City of Milpitas

CITY CLERK FEES

Fee Description	Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
1 Late Fine for Political Reform Act Filings	\$10		\$10	n/a	per day; up to \$100 maximum fine	No Change	No Change	[a]	N
2 Retrieval Fee for Political Reform Act Statements (5 or more years old)	\$5 per search plus \$0.10 per page		\$5 per search plus \$0.10 per page	n/a		No Change	No Change	[b]	N
3 Bingo License Renewals (Municipal Code)	\$50		\$50	n/a		No Change	No Change	[c]	N
4 Public Records Duplication Fees									
a) Standard B&W (up to 11" x 17")	\$0.10		\$0.15	n/a	per page	\$0.05	50%		Y
b) Standard Color (up to 11" x 17")	\$0.10		\$0.35	n/a	per page	\$0.25	250%		Y
c) Large Format (larger than 11" x 17")	\$4.00		\$4.00	n/a	per page	No Change	No Change		Y
d) Requests Requiring Special Programming or Formatting	Actual Cost		Actual Cost		per hour / T&M	No Change	No Change		N
5 Lobbyist Annual Registration Fee	\$50		\$50	n/a	per registration	No Change	No Change	[d]	N
a) For each client with compensation in excess of \$500	\$15		\$15	n/a		No Change	No Change		N
6 City Council Meeting Agenda Subscription	\$20 plus postage	\$22	\$20 plus postage	93%	per mailed hard copy	No Change	No Change		N

[a] Set by California Government Code Section 91013.

[b] Set by California Government Code Section 81008.

[c] Set by California Penal Code Section 326.5.

[d] Fee set to match California Secretary of State.

City of Milpitas

INFORMATION TECHNOLOGY

Fee Description		Current Fee	Cost of Service	Proposed Fee	Proposed Cost Recovery	Charge Basis	Proposed Change (\$)	Proposed Change (%)	Note	Yearly Inflator
1	Digital Media Reproduction	\$20	\$46	\$20	44%	per flash drive/DVD, etc.	\$0	0%		N
2	Requests Requiring Special Programming or Formatting	Actual Cost	varies	Actual Cost	n/a	per hour / T&M	No Change	No Change		N



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution to Accept the Improvements, and Authorize the City Engineer to File a Notice of Completion and Issue a Notice of Final Acceptance after the One-Year Warranty Period for Dempsey Road Water Line Replacement (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	5/5/2026
Recommendation:	(1) Adopt a resolution to accept the improvements; and (2) Authorize the City Engineer to file a Notice of Completion and issue a Notice of Final Acceptance after the one-year warranty period for Dempsey Road Water Line Replacement, CIP Nos. 7100 and 7118.

BACKGROUND:

On [March 18, 2025](#), the City Council awarded a construction contract to Cratus, Inc. in the amount of \$5,463,800 for the Dempsey Road Water Line Replacement, CIP Nos. 7100 and 7118 (Project). The Project included construction to replace approximately 6,000 feet of 12-inch diameter asbestos cement or cast iron pipe with polyvinyl chloride pipe (PVC) or ductile iron pipe along Dempsey Road from N. Park Victoria Drive to south of the Yosemite Drive intersection, and Yosemite Drive from N. Park Victoria Drive to east of the Interstate 680 overpass. The pipeline was installed in the 1970s and experienced excessive corrosion, causing an untold number of service disruptions over the past several years.

ANALYSIS:

The Project was successfully completed on time and within budget. Staff recommends the City Council adopt a Resolution (Attachment A) granting acceptance of the Project and authorizing the City Engineer to file a Notice of Completion in accordance with the provisions of Section 9204 of the Civil Code. Staff also recommend the City Council authorize the City Engineer to issue a Notice of Final Acceptance after the one-year warranty period without further City Council action, provided that all warranty work is completed to the satisfaction of the City Engineer.

POLICY ALTERNATIVES:

Alternative: Deny the adoption of the Resolution granting acceptance of the Project and filing the Notice of Completion.

Pros: None.

Cons: A denial would result in the City being unable to accept the completed improvements, commence the one-year warranty period in accordance with the contract documents, and release any remaining funds back into the Project budget.

Reason Not Recommended: Since the Contractor has completed the Project in accordance with the approved contract documents, denying acceptance of the Project could be considered as a breach of contract and risk a claim by the Contractor.

FISCAL IMPACT:

There is no fiscal impact as the Project has been completed within the approved budget. The Public Works Department will be responsible for maintenance and operations of the improvements. Any required additional

funding for ongoing maintenance will be requested through future budget appropriations as the City Council considers and adopts the annual operating budget.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

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.

ATTACHMENTS:

- (a) Resolution and Notice of Completion

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS GRANTING
ACCEPTANCE OF THE DEMPSEY ROAD WATER LINE REPLACEMENT, CIP NOS.
7100 AND 7118**

WHEREAS, the City of Milpitas has heretofore entered into contract with Cratus, Inc., in the amount of \$5,463,800 for the Dempsey Road Water Line Replacement, CIP Nos. 7100 and 7118 (“Project”); and

WHEREAS, the City Engineer of the City of Milpitas has recommended acceptance of said improvements as completed in accordance with plans, specifications and approved change orders and correction lists, and in accordance with the final inspection of said City Engineer.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City of Milpitas does hereby accept said improvements as completed on this 5th day of May, 2026, and does hereby authorize and direct the City Engineer of the City of Milpitas to file a Notice of Completion in accordance with the provisions of Section 9204 of the Civil Code of the State of California, and does hereby authorize and direct the City Engineer to file a Certificate of Completion in accordance with the provisions of Section 4005 of the Government Code of the State of California, if said work was by day’s labor or force account.
3. The City Council authorizes the City Engineer to issue the Notice of Final Acceptance after the one-year warranty period without further City Council action, provided all required warranty repairs are completed to the satisfaction of the City Engineer; and nothing herein contained shall in any way be deemed to be a waiver, release or relinquishment by City of any obligations imposed upon the contractor or its surety, or sureties, by law or by the above-referenced improvement contract, save and except those obligations specifically mentioned herein.

PASSED AND ADOPTED this _____ day of _____, 2026 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

Recording Requested by and
When Recorded Mail to:

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

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

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

NOTICE IS HEREBY GIVEN:

1. On or about March 18, 2025, the City Council of the City of Milpitas, a municipal corporation of the State of California, whose address is City Hall, 455 East Calaveras Boulevard, Milpitas, California, 95035 (as owner) entered into a contract for work of: **Dempsey Road Water Line Replacement, CIP Nos. 7100 and 7118.**
2. A description of the site of which the City is owner for said work of improvement is: Dempsey Road from N. Park Victoria Drive to south of the Yosemite Drive intersection, and Yosemite Drive from N. Park Victoria Drive to east of the Interstate 680 overpass in the City of Milpitas, Santa Clara County, California, more particularly described on the plans.
3. The name and address of the direct contractor is: **Cratus, Inc., 945 Taraval Street #302, San Francisco, CA 94116.**
4. A general statement of the kind of work done or materials furnished to the City is as follows: **The Project provides replacement of approximately 6,000 feet of 12-inch diameter asbestos cement or cast iron pipe with polyvinyl chloride (PVC) or ductile iron pipe, replacing fire hydrants and water valves, and repairing concrete sidewalk, curb and gutter.**
5. Said work of improvements was accepted by the Milpitas City Council as completed on May 5th, 2026.

I, the undersigned, declare that I am the **City Engineer** of the City of Milpitas and am authorized to execute the foregoing Notice of Completion and this Verification thereof. I have read the foregoing Notice of Completion. I declare under penalty of perjury that the foregoing Notice of Completion is true and correct. Executed on _____, 2026 at Milpitas, California.

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

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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution to Approve Project Plans and Specifications, Award Construction Contract to DeSilva Gates Construction LLC for Street Resurfacing Project 2026, and Approve Budget Amendment for Street Resurfacing Project FY2024-25 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	5/5/2026
Recommendation:	Adopt a Resolution to: (1) Approve Project plans and specifications; (2) Award the construction contract to the lowest responsible and responsive bidder DeSilva Gates Construction LLC in the amount of \$3,630,558; (3) Authorize the City Manager, or designee, to execute the construction contract with DeSilva Gates Construction LLC; (4) Authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not-to-exceed \$545,000 for the Street Resurfacing Project 2026, CIP Nos. 3426, 3440, 4283, and 4307; and (5) Approve a budget amendment to appropriate funding from CalRecycle in the amount of \$375,000 for the Street Resurfacing Project FY2024-25, CIP Project No. 4300.

BACKGROUND:

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

The workplan for Street Resurfacing Project 2026, CIP Nos. 3426, 3440, 4283, and 4307 (Project) is included in the adopted FY2026-2030 Capital Improvement Program. The Project provides for the design and construction of asphalt concrete improvements consisting of grind and overlay, crack and slurry sealing, and spot repairs; concrete improvements consisting of repairs to curb, gutter, and sidewalk, and curb ramp replacements to comply with the Americans with Disabilities Act; enhance pedestrian safety along the roadway and at signalized/unsignalized intersections; modernize and upgrade traffic signal equipment (e.g. detection cameras and controllers) at seven intersections; upgrade bike lane facilities; and reinstall striping and pavement delineation. As part of the accepted workplan, the Project included the following streets as the base bid:

- Yellowstone Avenue from South Park Victoria Drive to Landess Avenue;
- South Park Victoria Drive from Yosemite Drive to Yellowstone Avenue;
- Acadia Avenue, Big Basin Drive, Glacier Avenue, Lassen Avenue, Olympic Drive, Platt Avenue and Court, and Saratoga Avenue.

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

- Alternative 1: Base repairs along South Park Victoria Drive from East Calaveras Blvd. to Yosemite Drive, and Yellowstone Avenue to Landess Avenue.

ANALYSIS:

The Project was advertised on the City's eProcurement system, OpenGov Procurement, and digital construction trade publications on March 13, 2026, and in the Milpitas Post on March 13, and March 20, 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. The Project was also posted at Milpitas City Hall, Sports Center, and Senior Center per City Council direction and Government Code Section [36933](#). The bid opening was held on April 08, 2026, and eleven (11) sealed bids were received with the price range for the base bid from \$3,377,338 to \$4,396,863. The apparent lowest bidder was DeSilva Gates Construction LLC, submitting a base bid in the amount of \$3,377,338. The Council's agenda packet includes detailed information about the Project's Plan and Specifications (Attachment B); and the Engineer's Construction Estimate and the Bid Results for the Project's base bid and alternative bid item (Attachment C). The Summary of Bid Results is as follows:

Bidder	Base Bid	Bid Alternate No. 1
Engineer's Estimate	\$4,480,447.50	\$171,630.00
DeSilva Gates Construction LLC	\$3,377,338.00	\$253,220.00
MCK Services, Inc.	\$3,417,896.60	\$222,869.50
Radius Earthwork, Inc.	\$3,512,836.40	\$407,629.90
McGuire and Hester	\$3,555,555.00	\$275,083.00
Bay Cities Paving and Grading, Inc.	\$3,746,578.48	\$204,495.81
Interstate Grading and Paving, Inc.	\$3,765,441.00	\$246,800.00
McKim Corporation	\$3,779,722.40	\$266,400.00
O'Grady Paving, Inc.	\$3,889,148.00	\$286,590.00
Cato's General Engineering, Inc.	\$3,979,866.00	\$240,583.00
Precision Grade, Inc.	\$4,351,138.00	\$231,870.00
Joseph J Albanese, Inc.	\$4,396,863.00	\$237,930.00

The bid pricing received varies between 2% to 25% under the Engineer's Construction Estimate. The variation is likely due to various factors such as, but not limited to, favorable construction market, timing of the bid posting, contractor's work schedule, an increase in competition 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 DeSilva Gates Construction LLC, the apparent lowest bidder, and found their bid proposal to be responsive. The Notice of Intent to Award Contract (Attachment D) to DeSilva Gates Construction LLC, was posted on OpenGov Procurement and no bid protests were filed with the City. Staff recommends awarding a construction contract in the base bid amount of \$ \$3,377,338 plus alternate bid item no. 1 in the amount of \$253,220 for the total amount of \$3,630,558 to DeSilva Gates Construction LLC, 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 \$545,000 which is approximately 15% of the total contract value. As previously approved for the successful completion of recent projects with tight completion schedules, staff requests the use of the same change order policy used for previous projects (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/PROGRAM SCHEDULE:

Upon City Council adoption of the Resolution (Attachment A), construction is anticipated to start in June/July and be completed by the Fall.

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

The Rubberized Pavement Grant Program established by the California Department of Resources Recycling and Recovery (CalRecycle Grant) provides grant funding to local agencies that use rubberized material for hot mix asphalt concrete and chip seal projects. The CalRecycle Grant Program aims to repurpose waste tires to reduce the environmental impacts of waste tire disposal and stockpiling generated in California. CalRecycle provides grant funding up to \$375,000 for an individual application that utilizes at least 2,000 tons of Rubberized Asphalt Concrete (RAC) or 40,000 square yards of Rubberized Chip Seal (RSC) for a project.

On [September 2, 2025](#), City Council adopted Resolution No. 9449 (Attachment F) that authorizes the City Manager, or designee, to submit an application to CalRecycle for the Rubberized Pavement Grant Program and execute all documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant projects for the next five fiscal years. On September 11, 2025, staff applied for the FY 2025-26 cycle in the amount of \$375,000 to install approximately 12,500 tons of rubberized asphalt concrete on Dempsey Road, Great Mall Parkway, and/or Yellowstone Ave. for the Street Resurfacing Projects in 2026. CalRecycle awarded \$375,000 to the City on January 16, 2026, and staff recommends appropriating these funds into Street Resurfacing Project FY2024-25, CIP No. 4300.

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

Street Resurfacing Project FY2024-25, CIP No. 4300	Current Adopted Budget	Proposed Budget Increase/(Decrease)	Proposed Budget Total
SB1 RMRA	\$2,333,311	-	\$2,333,311
Measure B	\$2,097,562	-	\$2,097,562
Vehicle Registration Fee	\$539,502	-	\$539,502
Grant Fund (CalRecycle)	-	\$375,000	\$375,000
Total	\$4,970,375	\$375,000	\$5,345,375

POLICY ALTERNATIVE(S):

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

Pros: None.

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

Reason for Not Recommending: The Project would need to be re-advertised, resulting in a minimum six-month delay and causing it to miss the ideal construction season. A postponement would push the Project to be constructed during the rainy season, which could potentially increase total construction costs. In addition, not completing the Project this summer may adversely impact the City's overall PCI rating.

Alternative 2: Do not approve the Budget Amendment for the Street Resurfacing Project FY2024-25, CIP No. 4300.

Pros: None.

Cons: Not approving the Budget Amendment would prevent the City from requesting reimbursement totaling \$375,000 from CalRecycle to support the Street Resurfacing Program.

Reason for Not Recommending: The Street Resurfacing Program is essential to ensure long-term optimal pavement performance and maintain the City's goal of a PCI rating of at least 70. Not approving the budget

amendment would miss an opportunity to increase the annual project budget that would be used to extend street maintenance efforts in future fiscal years.

FISCAL IMPACT:

The Project will be funded by various CIP projects, including Nos. 3426, 3440, 4283, and 4307, to complete the work. Sufficient funds are available across all CIP projects, and no additional funding is required. In summary, CIP Project No. 3426 will fund concrete work along Yellowstone Avenue and South Park Victoria Drive; CIP Project No. 3440 will fund the traffic signal modifications along Yellowstone Avenue and South Park Victoria Drive; CIP Project No. 4283 will fund curb ramp replacements and a portion of pedestrian striping and delineation; CIP Project No. 4307 will fund asphalt, and striping improvements on Yellowstone Avenue, South Park Victoria Drive, and its neighborhood streets. The allocation of funding from various CIP projects is summarized below:

CIP Number	Project Funding Allocation	Uncommitted Balance as of April 15, 2026
CIP No. 3426	\$200,000	\$1,681,000
CIP No. 3440	\$561,000	\$1,227,000
CIP No. 4283	\$340,000	\$340,000
CIP No. 4307	\$2,530,338	\$4,420,000
Total Funding Allocation/Available	\$3,630,558	\$7,668,000

Summary of Estimated Construction Cost:

Base Bid	\$3,377,338
Bid Alternative No. 1	\$253,220
15% Contingency	\$545,000
Total	\$4,175,558

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The Project consists of the repair and maintenance of existing public streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities as it involves negligible or no expansion of existing use, which is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301. The Notice of Exemption was filed with the County of Santa Clara on March 18, 2026.

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
- (f) Resolution No. 9449
- (g) Budget Change Form

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE PROJECT PLANS AND SPECIFICATIONS; AWARDING THE CONSTRUCTION CONTRACT TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER, DESILVA GATES CONSTRUCTION LLC, IN THE AMOUNT OF \$3,630,558; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONSTRUCTION CONTRACT WITH DESILVA GATES CONSTRUCTION LLC; AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT-TO-EXCEED \$545,000, FOR STREET RESURFACING PROJECT 2026, CIP NOS. 3426, 3440, 4283, 4307; AND APPROVING THE BUDGET AMENDMENT TO APPROPRIATE CALRECYCLE GRANT FUNDING IN THE AMOUNT OF \$375,000 INTO THE STREET RESURFACING PROJECT 2025-26, CIP PROJECT NO. 4300

WHEREAS, the workplan of the Street Resurfacing 2026 Project, CIP Nos. 3426, 3440, 4283, and 4307 (collectively referred to herein as the “Project”) is included in the adopted FY2026-2030 Capital Improvement Program. The Project provides for the design and construction of asphalt concrete improvements consisting of grind and overlay, crack and slurry sealing, and spot repairs; concrete improvements consisting of repairs to curb, gutter, and sidewalk, and curb ramp replacements to comply with the Americans with Disabilities Act; enhance pedestrian safety along the roadways and at signalized/unsignalized intersections; modernize and upgrade equipment at seven traffic signal intersections; upgrade bike lane facilities; and reinstallation of striping and pavement delineation. As part of the accepted workplan, the Project includes the following streets as the base bid:

- Yellowstone Avenue from S. Park Victoria Drive to Landess Avenue;
- S. Park Victoria Drive from Yosemite Drive to Yellowstone Avenue;
- Acadia Avenue, Big Basin Drive, Glacier Avenue, Lassen Avenue, Olympic Drive, Platt Avenue and Court, and Saratoga Avenue.

Project also included the following work as bid alternative in the event of sufficient funding to award the alternative with the base scope.

- Alternative 1: Base repairs along S. Park Victoria Drive from E. Calaveras Blvd. to Yosemite Drive, and Yellowstone Avenue to Landess Avenue.

WHEREAS, the Project was advertised on the City’s eProcurement system, OpenGov Procurement, and digital construction trade publications on March 13, 2026, and in the Milpitas Post on March 13 and 20, 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 \$4,480,447 and Bid Alternate No. 1 is \$171,630; and

WHEREAS, on April 08, 2026, 11 sealed bid proposals were received and the base bid pricing ranged from \$3,377,338 to \$4,396,863; and

WHEREAS, the lowest responsible bidder submitting a responsive bid is DeSilva Gates Construction LLC, in the amount of \$3,630,558; and

WHEREAS, the Notice of Intent to Award Contract to DeSilva Gates Construction LLC, was posted on OpenGov Procurement on April 13, 2026, and no bid protest was filed with the City within seven (7) days of the notice of intent to award as set forth in the Milpitas Municipal Code I-2-3.19 – Protest Procedure; and

WHEREAS, staff recommends the City Council award a construction contract to DeSilva Gates Construction LLC, the lowest responsible bidder submitting a responsive bid, for the Project, and authorize the City Manager, or designee, to execute a contract for the Base Bid and Alternative Bid No. 1 in the amount of \$3,630,558 in accordance with the State law; and

WHEREAS, sufficient funds are available in the Project to award the contract to DeSilva Gates Construction LLC, in the total amount of \$3,630,558; 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 \$545,000, approximately fifteen percent (15%) of the total contract value, for the Project's timely completion and staff's capability to respond swiftly to unanticipated construction conditions to limit potential claims or risk to the City; and

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

WHEREAS, on September 02, 2025, City Council adopted Resolution No. 9449 to authorize the City Manager, or designee, to submit an application to Rubberized Pavement Grant Program established by the California Department of Resources Recycling and Recovery (CalRecycle) and execute all documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant projects for the next five fiscal years; and

WHEREAS, on January 16, 2026, CalRecycle awarded \$375,000 to the City to install approximate 12,500 tons rubberized asphalt concrete on Dempsey Road, Great Mall Parkway, and/or Yellowstone Ave. for the Street Resurfacing Projects in 2026; and

WHEREAS, staff recommends the City Council approve the Budget Amendment to appropriate CalRecycle grant funding in the amount of \$375,000 into the Street Resurfacing Project FY 2025-26, CIP No. 4300.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby approves the project plans and specifications.
3. The City Council hereby awards the construction contract to and authorizes the City Manager, or designee, to execute the contract and related documents with the lowest responsible bidder submitting a responsive bid, DeSilva Gates Construction LLC, in the

amount of \$3,630,558 for the Project. The City Manager, or their designee, is authorized to execute a contract with DeSilva Gates Construction LLC not to exceed this amount and take all necessary actions to effectuate this award.

- 4. The Public Works Director is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$545,000 for the Project.
- 5. The City Council hereby approves the Budget Amendment to appropriate CalRecycle grant funding in the amount of \$375,000.00 into the Street Resurfacing Project FY 2025-26, CIP No. 4300.

PASSED AND ADOPTED this 5th day of May, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

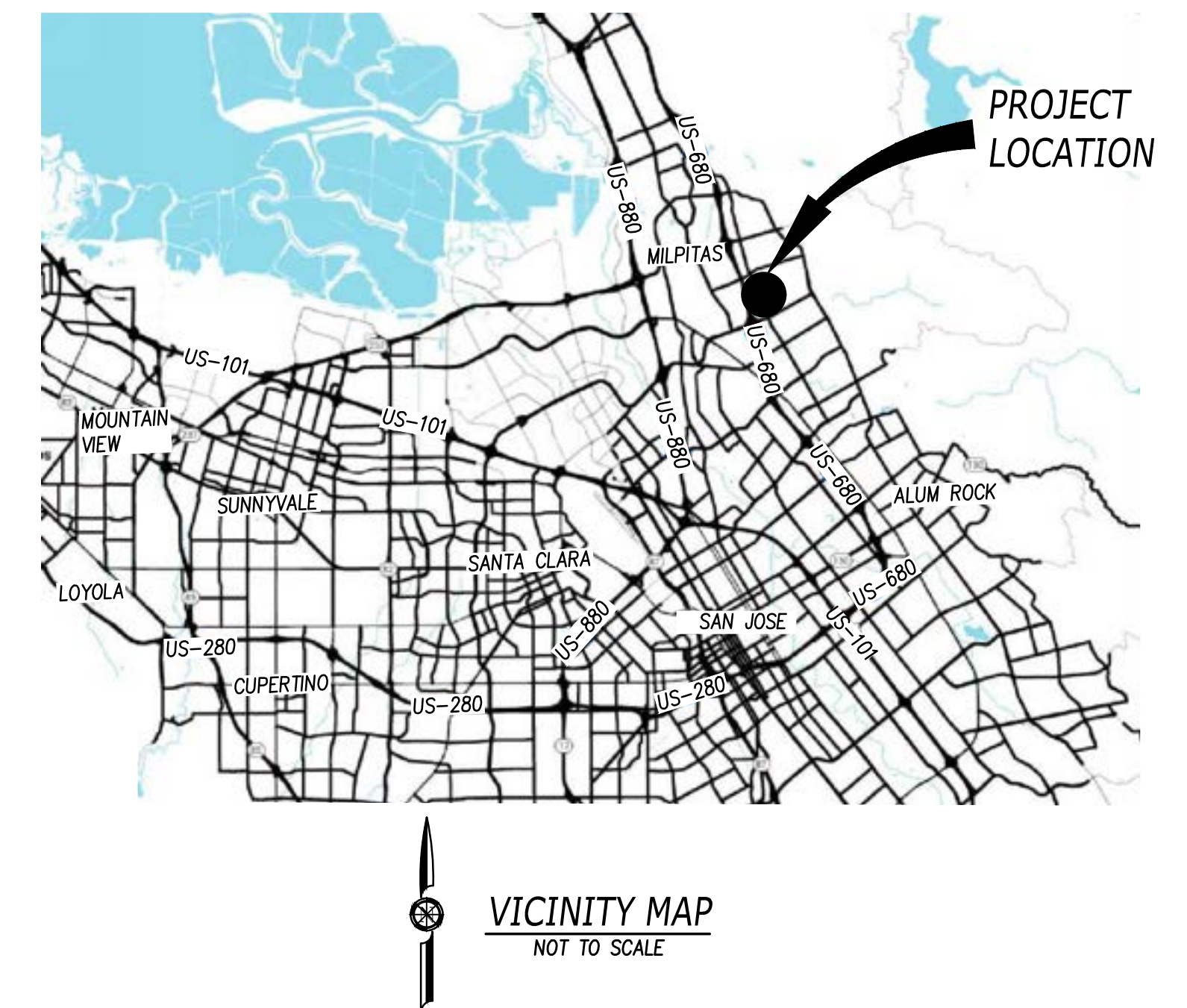
Carmen Montano, Mayor

APPROVED AS TO FORM:

Christian Curtis, City Attorney



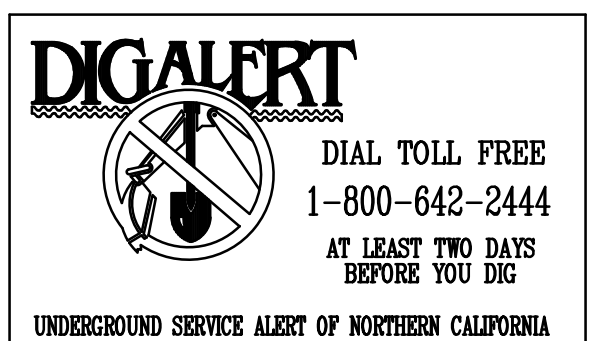
CITY OF MILPITAS, COUNTY OF SANTA CLARA
CITY PROJECT NO. 3426, 3440, 4283, 4295, 4300, 4307



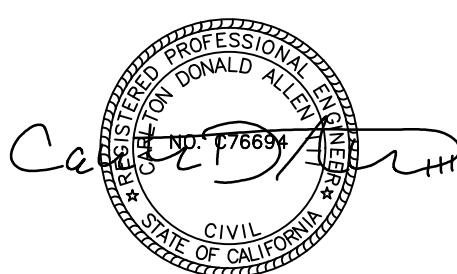
UTILITY CONTACTS LIST		
UTILITY	COMPANY	PHONE
GAS	PG&E	(408) 212-1642
ELECTRIC	PG&E	(408) 212-1642
TELECOMMUNICATION	AT&T	(888) 290-3111
WATER	CITY OF MILPITAS	(408) 586-2643
SEWER	CITY OF MILPITAS	(408) 586-2643
STORM DRAIN	CITY OF MILPITAS	(408) 586-2643
TRAFFIC	CITY OF MILPITAS	(409) 586-3316



SHEET INDEX		
SHT No.	DWG No.	Title
1	T-1	TITLE SHEET
2	K-1	KEY SHEET
3	X-1	TYPICAL SECTIONS
4-11	L-1 - L-8	LAYOUT
12-13	CD-1 - CD-2	CONSTRUCTION DETAILS
14-21	PD-1 - PD-8	PAVEMENT STRIPING & SIGNAGE
22-24	BA-1 - BA-3	BID ALTERNATE #1
25	E-1	ELECTRICAL INDEX, LEGEND, NOTES AND ABBREVIATIONS
26-43	E-2 - E-19	MODIFYING SIGNAL MODIFICATION
44-45	E-20 - E-21	ROADSIDE SIGN LIGHTING SYSTEM
46	E-22	RADAR SPEED FEEDBACK SIGN SYSTEMS
47	E-23	ELECTRICAL DETAILS



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: JM Date: 3/13/26

Checked By: CDA Date: 3/13/26

Designed By: LZ Date: 3/13/26

Revisions

[illegible]

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING PROJECT – 2026

TITLE SHEET

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026
Roberto Alonzo, P.E., Public Works Division Manager

APPROVAL FOR BIDDING BY: Michael Silveira DATE: 3/16/2026
Michael Silveira, P.E., City Engineer

PROJECT NO.
CIP No.4307

Rec. Dwg No.	T-1
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SCALE:
NO SCALE

SHEET 1 OF 47

LEGEND

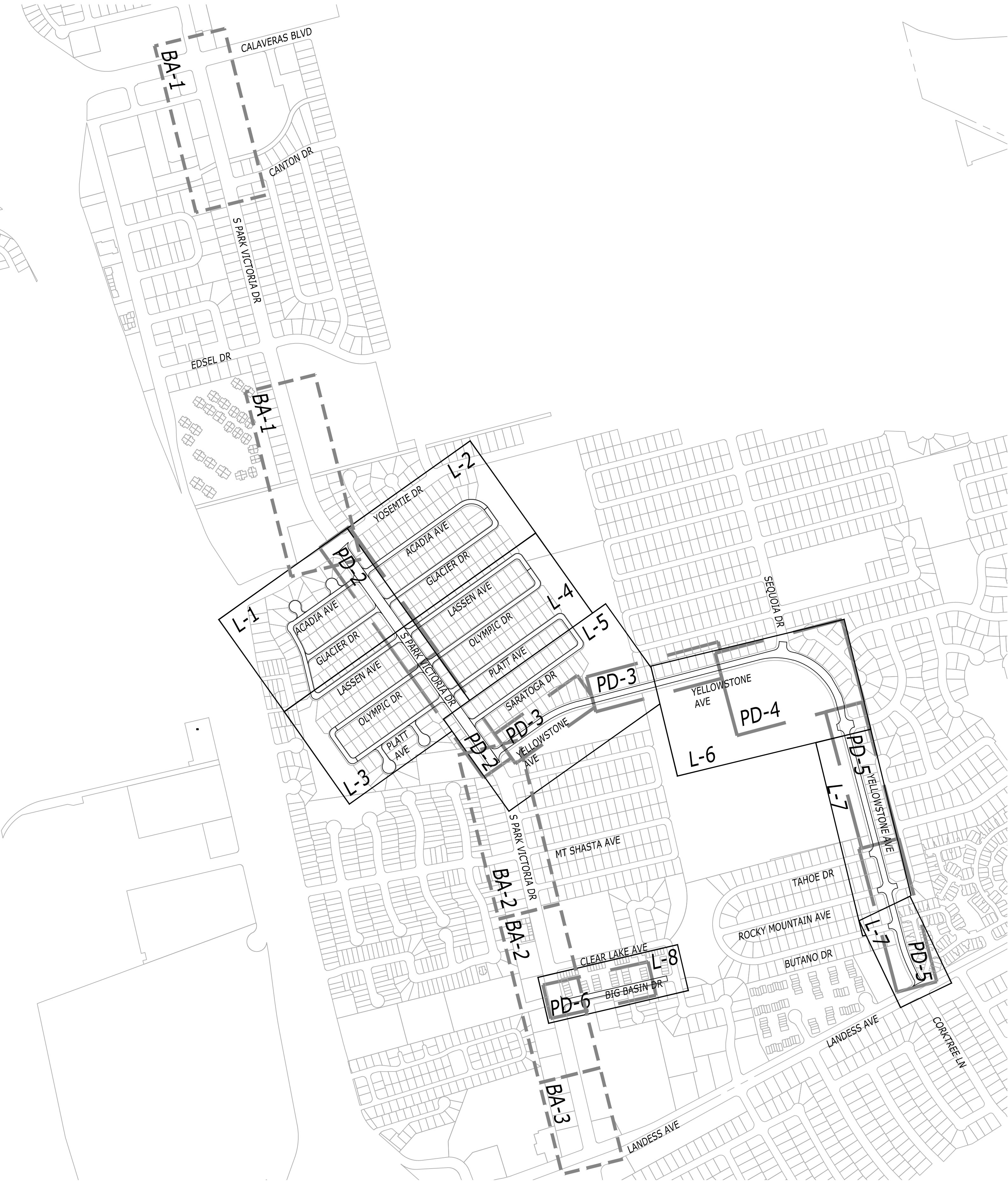
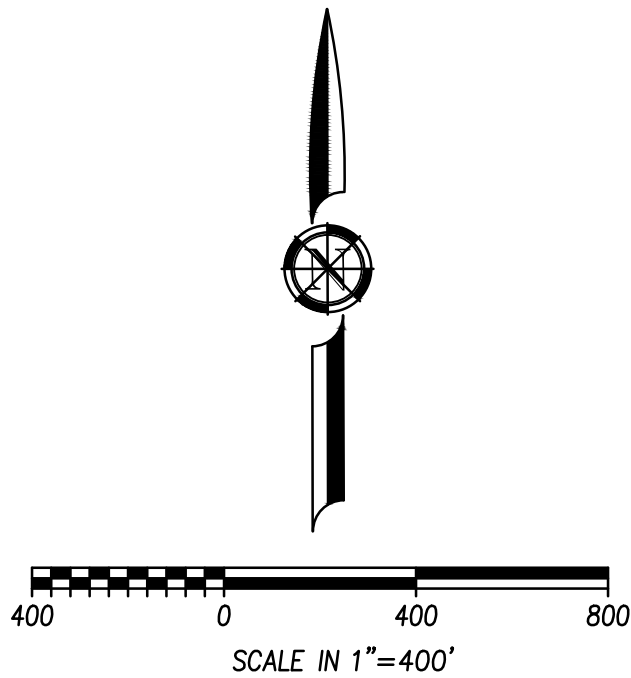
AIR RELEASE VALVE	AV
DETECTOR	DE
ELECTRICAL METER	EM
ELECTRICAL PULL BOX	EPB
FIRE HYDRANT	FH
FIBER OPTICS MANHOLE	FOM
FIBER OPTICS PULL BOX	FOPB
FLOW LINE	FL
GAS METER	GM
GAS VALVE	GV
GUY ANCHOR	GA
JOINT POLE	JP
LIGHT POLE	LP
MISCELLANEOUS MANHOLE	MM
MISCELLANEOUS METER	ME
MISCELLANEOUS PULL BOX	MPB
MONUMENT TO BE PRESERVED	MP
PEDESTRIAN PUSH BUTTON	PPB
POWER MANHOLE	PM
POST INDICATOR VALVE	PV
POTHOLE	PO
POWER POLE	PP
SEWER SYSTEM CLEAN OUT	SSCO
SEWER MANHOLE	SM
SIGN	SI
STORM DRAIN MANHOLE	SDM
STREET LIGHT PULL BOX	SLPB
TELECOM MANHOLE	TM
TELECOM PULL BOX	TPB
TELEPHONE POLE	TP
TELEVISION PULL BOX	TVPB
TRAFFIC SIGNAL PULL BOX	TSPB
TRAFFIC SIGNAL	TS
WATER MANHOLE	WM
WATER METER	WM
WATER VALVE	WV

PROPERTY LINE	---
TELECOM	---tc---tc---
OVERHEAD TELECOM	---tc (oh)---tc (oh)---
ELECTRIC	---e---e---
OVERHEAD ELECTRIC	---e (oh)---e (oh)---
GAS	---gs---gs---
SEWER	---s---s---
WATER	---w---w---
STORM DRAIN	---sd---sd---
FIBER OPTICS	---fo---fo---

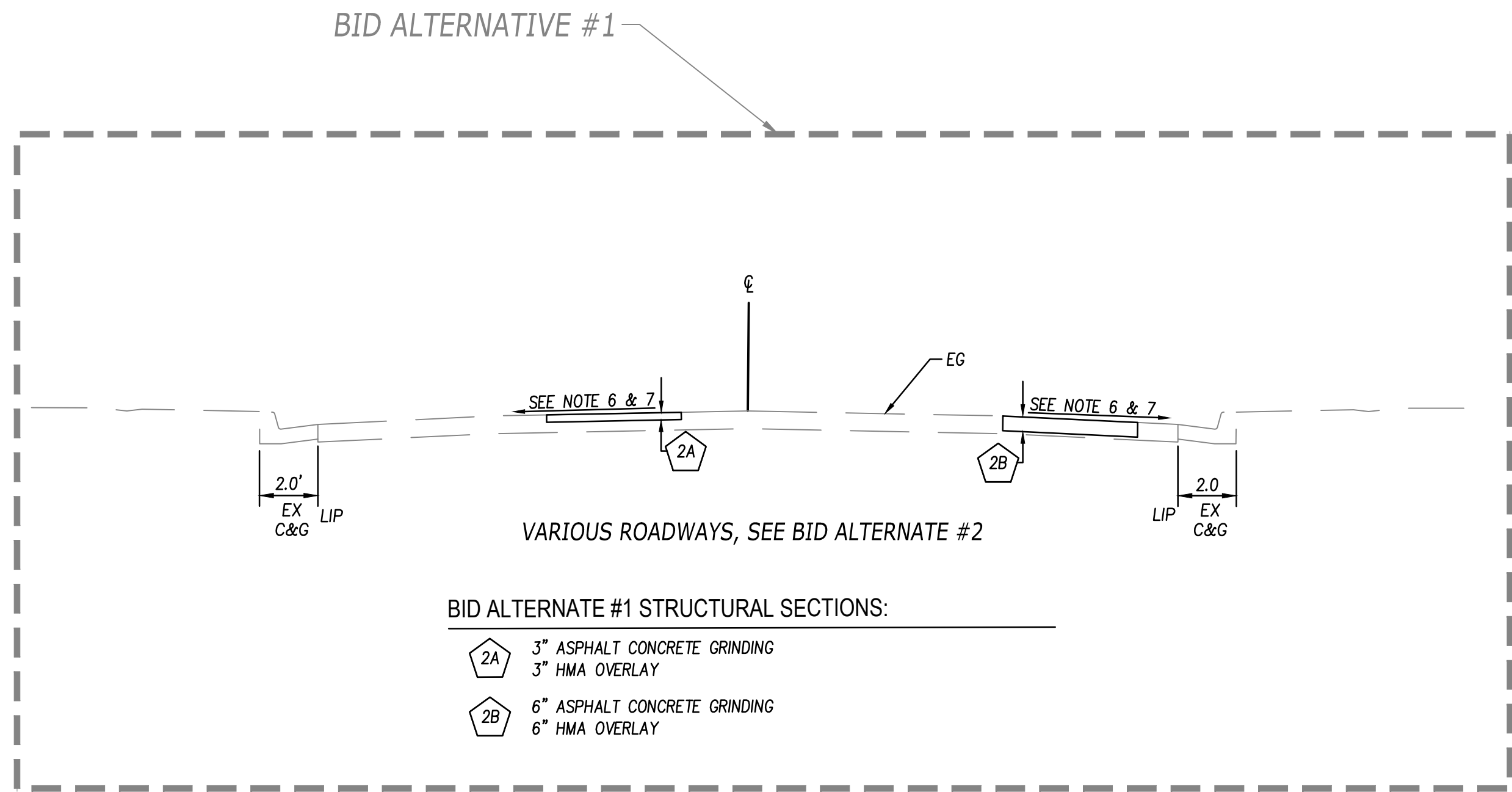
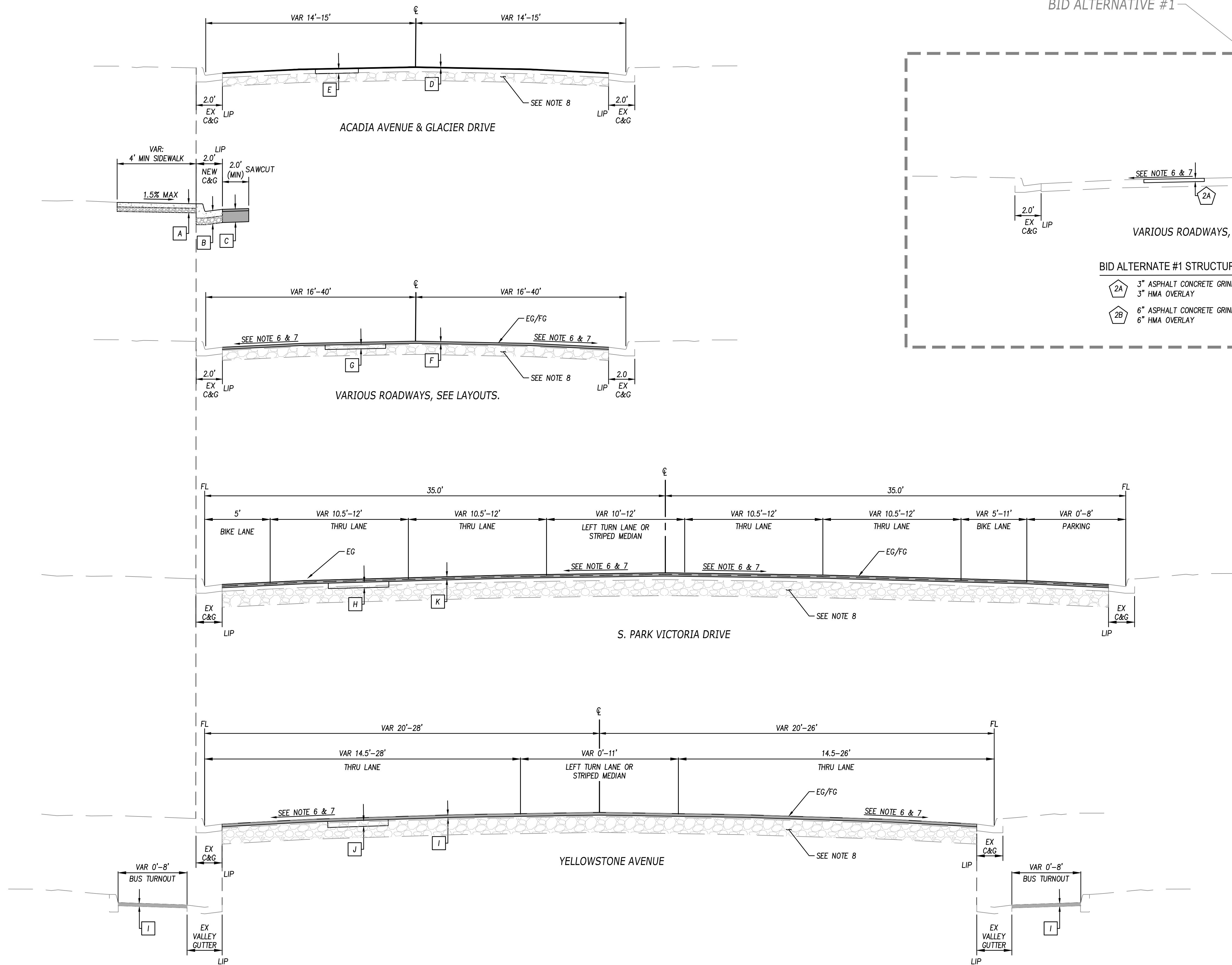
ABBREVIATIONS

AB	AGGREGATE BASE
CO	CLEAN OUT
CPAC	COLD PLANE ASPHALT CONCRETE
DWS	DETECTABLE WARNING SURFACE
FDR	FULL DEPTH RECLAMATION
GV	GAS VALVE
HMA	HOT MIX ASPHALT
RHMA-G	RUBBERIZED HOT MIXED ASPHALT-GAP GRADED
SD	STORM DRAIN
TS	TRAFFIC SIGNAL
WV	WATER VALVE

EXISTING ROADWAY SECTION AND BORING LOCATIONS PER GEOTECH REPORT			
BORING NO.	STREET	ASPHALT CONCRETE (INCHES)	AGGREGATE BASE (INCHES)
B1	YELLOWSTONE AVE.	3	14
B2	YELLOWSTONE AVE.	4 1/2	12
B3	YELLOWSTONE AVE.	3 1/2	16
B4	YELLOWSTONE AVE.	3 1/4	16
B5	YELLOWSTONE AVE.	4 1/2	11
B6	YELLOWSTONE AVE.	4	13
B7	YELLOWSTONE AVE.	5	17
B8	YELLOWSTONE AVE.	3	18
B9	YELLOWSTONE AVE.	4	13
B10	S. PARK VICTORIA DR.	5 3/4	17
B11	S. PARK VICTORIA DR.	6	15
B12	S. PARK VICTORIA DR.	7	13
B13	ACADIA AVE.	4	9
B14	ACADIA AVE.	4	8
B15	ACADIA AVE.	4 1/2	8 1/2
B16	LASSEN AVE.	3	7
B17	LASSEN AVE.	2 1/2	8
B18	LASSEN AVE.	2	10
B19	LASSEN AVE.	2 1/2	9
B20	LASSEN AVE.	3	9
B21	OLYMPIC DR.	3	9
B22	OLYMPIC DR.	2 1/2	9
B23	OLYMPIC DR.	2	10
B24	PLATT AVE.	3	11
B25	PLATT AVE.	2 1/2	7
B26	PLATT AVE.	3	10
B27	PLATT AVE.	3	15
B28	SARATOGA DR.	2 1/2	8
B29	SARATOGA DR.	2 1/2	11
B30	BIG BASIN DR.	3	13
B31	BIG BASIN DR.	3 1/2	13



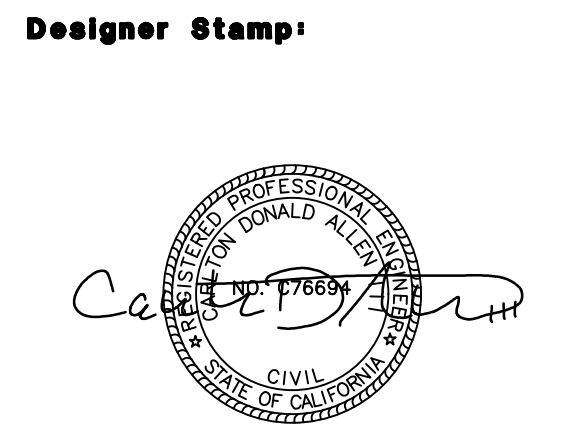
Designer Stamp: 	Record Drawings		Revisions					CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO. CIP No.4307
	Designer: _____ Date: _____	Drawn By: <u>MAQ</u> Date: <u>3/13/26</u>	Num.	Description	Engr. Aprv.	Date		STREET RESURFACING PROJECT –2026		Rec. Dwg No. K-1
	Public Works Inspector: _____ Date: _____	Checked By: <u>CDA</u> Date: <u>3/13/26</u>						KEY SHEET		SCALE: 1"=400'
	Utility/Facility Dept. Head: _____ Date: _____	Designed By: <u>LZ</u> Date: <u>3/13/26</u>						RECOMMENDED FOR BIDDING BY: <u>Roberto Alonzo</u> DATE: <u>03/16/2026</u>		SHEET <u>2</u> OF <u>47</u>
	Project Engineer: _____ Date: _____							Roberto Alonzo, P.E., Public Works Division Manager		
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____										



- STRUCTURAL SECTIONS:
- A 4" CONCRETE
4" CLASS 2 AGGREGATE BASE (AB)
 - B 6" CONCRETE
6" CLASS 2 AB
 - C 12" PLUG
 - D TYPE II - FIBERIZED SLURRY SEAL WITH CRACK SEAL
 - E 6" BASE REPAIR (BELOW ASPHALT FINISH GRADE)
 - F 2" ASPHALT CONCRETE GRINDING
2" HMA OVERLAY
 - G 4" BASE REPAIR (BELOW ASPHALT CONCRETE GRINDING)
 - H 5" BASE REPAIR (BELOW ASPHALT CONCRETE GRINDING)
 - I 2.5" ASPHALT CONCRETE GRINDING
2.5" GAP-GRADED RHMA-G OVERLAY
 - J 5.5" BASE REPAIR (BELOW ASPHALT CONCRETE GRINDING)
 - K 3" ASPHALT CONCRETE GRINDING
1.5" RHMA-G OVERLAY
GEOSYNTHETIC PAVEMENT INTERLAYER (PAVING FABRIC)
1.5" HMA LEVELING COURSE

- NOTES:
- TYPICAL SECTIONS SHALL BE COORDINATED WITH LAYOUT PLANS. IF THERE ARE DISCREPANCIES BETWEEN THE LIMITS OF WORK SHOWN ON THE TYPICAL SECTIONS AND LAYOUT SHEETS, THE LAYOUT SHEETS WILL GOVERN
 - REFER TO PAVEMENT DELINEATION SHEETS FOR LANE STRIPING.
 - CURB & GUTTER PER CITY STD DWG No. 410
 - SIDEWALK PER CITY STD DWG No. 427
 - ALTERNATIVE EDGE CONDITIONS ARE TYPICAL FOR BOTH SIDES OF ROADWAY
 - MATCH EXISTING GRADE SLOPES FOR FINISH GRADE FOR ALL STREETS. MAINTAIN MIN 2% SLOPE
 - AT CROSSWALKS, CONTRACTOR IS RESPONSIBLE FOR MAINTAINING 5% OR LESS RUNNING SLOPE FOR ADA COMPLIANCE.
 - SEE SHEET K-1 FOR SUMMARY TABLE OF EXISTING PAVEMENT SECTIONS

Log: Name: 11/16/2024 2:25 PM
File Date: 11/16/2024 2:25 PM
User: 11/16/2024 2:25 PM
REFS: BPR-25017_1_2406 | STAMP-CA



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.:

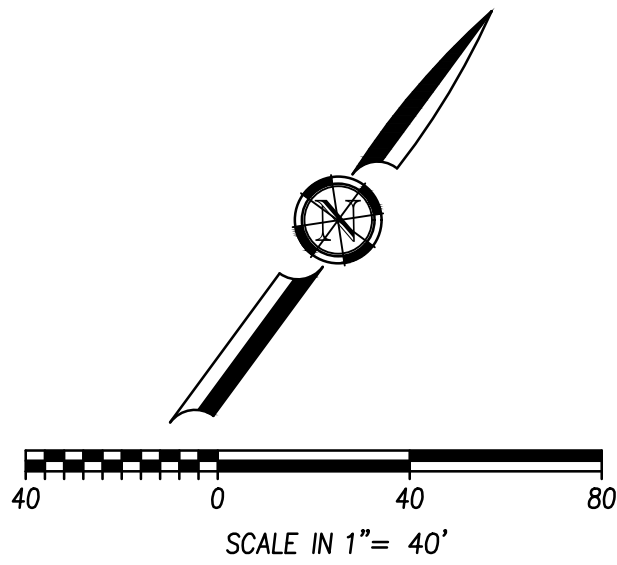
Drawn By: MAQ	Date: 3/13/26
Checked By: CDA	Date: 3/13/26
Designed By: LZ	Date: 3/13/26

Revisions			
Num.	Description	Engr. Aprv.	Date
1			



CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO. CIP No.4307
STREET RESURFACING PROJECT -2026		Rec. Dwg No. X-1
TYPICAL SECTIONS		SCALE: NO SCALE
RECOMMENDED FOR BIDDING BY: <u>Roberto Alonzo</u> DATE: <u>03/16/2026</u>		SHEET <u>3</u> OF <u>47</u>
Roberto Alonzo, P.E., Public Works Division Manager		

Logon Name: r16694
2026 - 2:17 pm
Proj Date: 03/13/2026
User: r16694
REFS: BIP-25017_L-2406 | 25017_JR_RW | 25017_JR_STRE | 25017_JR_AERIAL_2026 | 25017_JR_SITE



LAYOUT NOTES:

- 1 PROTECT IN PLACE
- 2 REMOVE AND REPLACE CURB RAMP AND DETECTABLE WARNING SURFACE PER CALTRANS STD PLAN AB8A.
- 3 ADJUST DRAINAGE INLET TO GRADE
- 4 ROADWAY SIGN, SEE PD-SHEETS
- 5 ADJUST SANITARY SEWER MANHOLE FRAME AND COVER TO GRADE
- 6 ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO GRADE
- 7 ADJUST SEWER FLUSHING INLET TO GRADE PER CITY STD DWG No. 602
- 8 ADJUST WATER VALVE BOX TO GRADE
- 9 ADJUST WATER MANHOLE TO GRADE
- 10 ADJUST GAS VALVE BOX TO GRADE, BY OTHERS
- 11 RESET MONUMENT BOX TO GRADE AND PRESERVE MONUMENT
- 12 ADJUST PULL BOX TO GRADE
- 13 DETECTOR BOX, SEE ELECTRICAL SHEETS
- 14 REMOVE AND REPLACE SIDEWALK PER CITY STD DWG No. 427
- 15 REMOVE AND REPLACE CURB AND GUTTER PER CITY STD DWG No. 410
- 16 BASE REPAIR, SEE X-1 FOR DEPTH
- 17 PLACE DETECTABLE WARNING SURFACE PER CALTRANS STD PLAN AB8A.

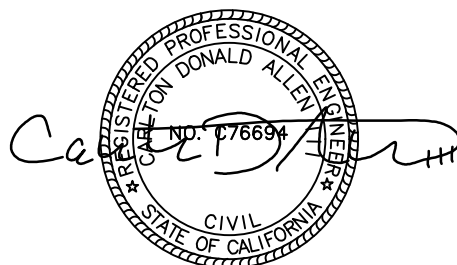
LEGEND:

- TYPE II - FIBERIZED SLURRY SEAL WITH CRACK SEAL
- 2" GRIND AND OVERLAY, SEE X-1
- 2.5" GRIND AND OVERLAY, SEE X-1
- 3" GRIND AND OVERLAY, SEE X-1
- BASE REPAIR, SEE X-1
- 12" PLUG, SEE X-1
- DWS
- CONCRETE
- GUTTER FLOW LINE DIRECTION
- BORING LOCATION, SEE K-1 SHEET FOR SUMMARY OF PAVEMENT STRUCTURAL SECTIONS

NOTES:

1. FINAL LOCATION OF CURB AND GUTTER AND/OR SIDEWALK REPLACEMENT TO BE DETERMINED IN THE FIELD.
2. GRIND AND OVERLAY TO MATCH EXISTING GRADES AND CROSS SLOPES UNLESS NOTED OTHERWISE.
3. MONUMENTS WITHIN COLD PLANE/GRIND LIMITS SHALL BE REFERENCED PRIOR AND POST CONSTRUCTION

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: MAQ Date: 3/13/26

Checked By: CDA Date: 3/13/26

Designed By: LZ Date: 3/13/26

Revisions

Num.	Description	Engr. Aprv.	Date
1			



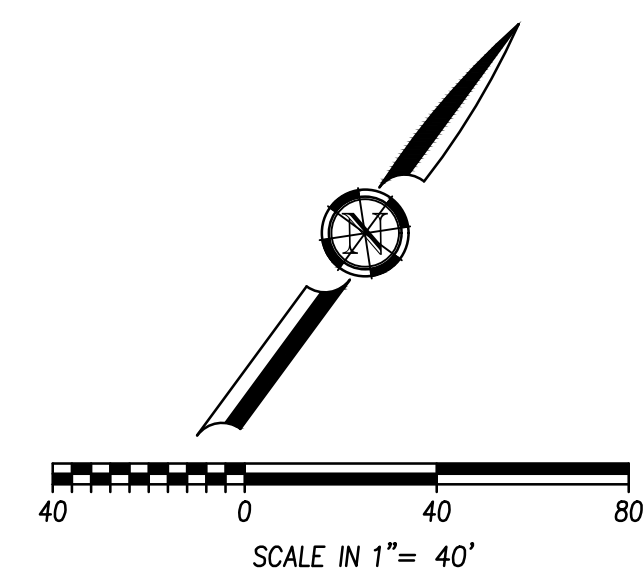
CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING PROJECT -2026

LAYOUT

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026
Roberto Alonzo, P.E., Public Works Division Manager

PROJECT NO. CIP No.4307
Rec. Dwg No. L-1
SCALE: 1"=40'
SHEET <u>4</u> OF <u>47</u>



LAYOUT NOTES:

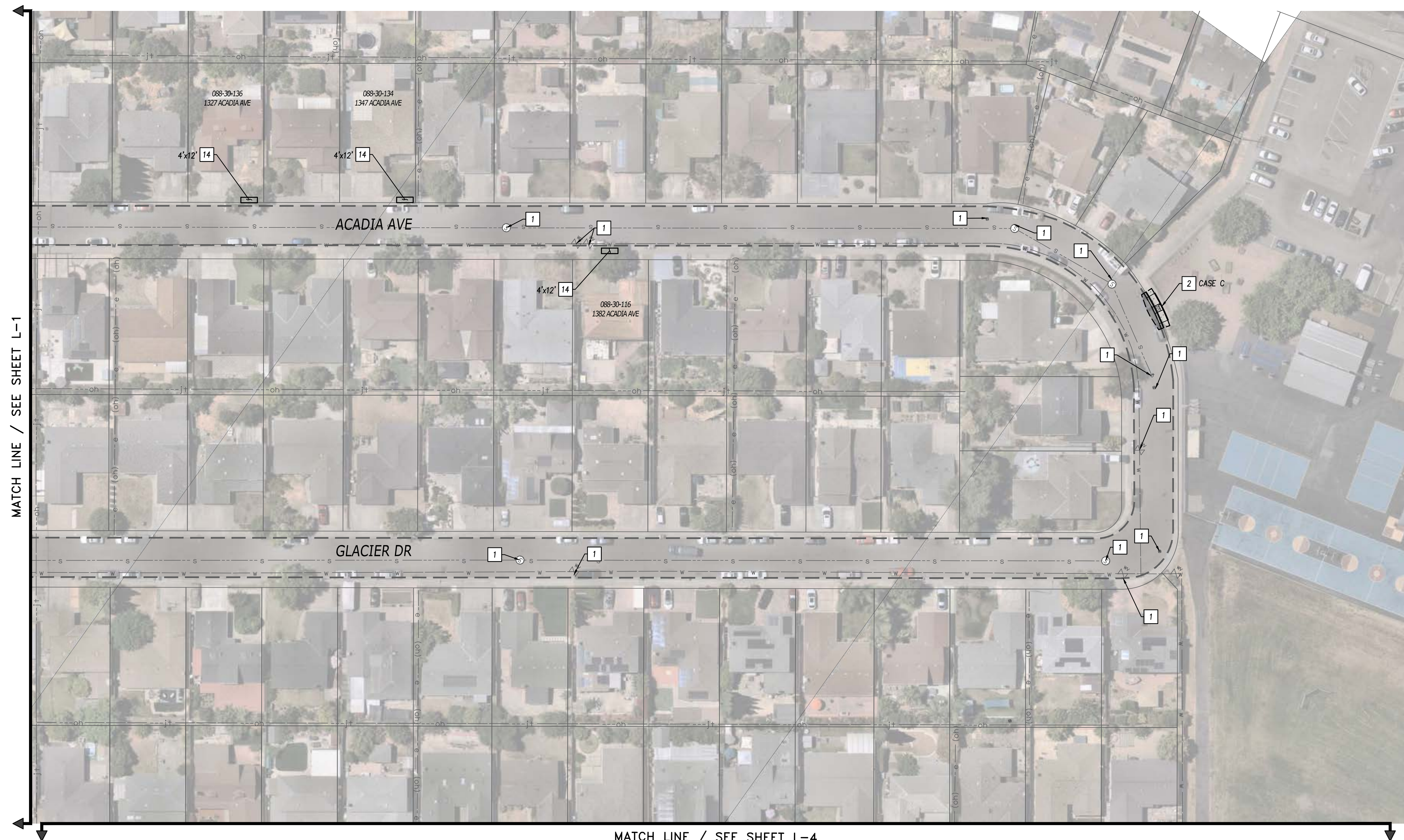
- 1 PROTECT IN PLACE
- 2 REMOVE AND REPLACE CURB RAMP AND
DETECTABLE WARPING SURFACE PER
CALTRANS STD PLAN A88A.
- 3 ADJUST DRAINAGE INLET TO GRADE
- 4 ROADWAY SIGN, SEE PD-SHEETS
- 5 ADJUST SANITARY SEWER MANHOLE FRAME
AND COVER TO GRADE
- 6 ADJUST STORM DRAIN MANHOLE FRAME AND
COVER TO GRADE
- 7 ADJUST SEWER FLUSHING INLET TO GRADE
PER CITY STD DWG NO. 602
- 8 ADJUST WATER VALVE BOX TO GRADE
- 9 ADJUST WATER MANHOLE TO GRADE
- 10 ADJUST GAS VALVE BOX TO GRADE, BY
OTHERS
- 11 RESET MONUMENT BOX TO GRADE AND
PRESERVE MONUMENT
- 12 ADJUST PULL BOX TO GRADE
- 13 DETECTOR BOX, SEE ELECTRICAL SHEETS
- 14 REMOVE AND REPLACE SIDEWALK PER CITY
STD DWG NO. 427
- 15 REMOVE AND REPLACE CURB AND GUTTER
PER CITY STD DWG NO. 410
- 16 BASE REPAIR, SEE X-1 FOR DEPTH
- 17 PLACE DETECTABLE WARPING SURFACE PER
CALTRANS STD PLAN A88A.

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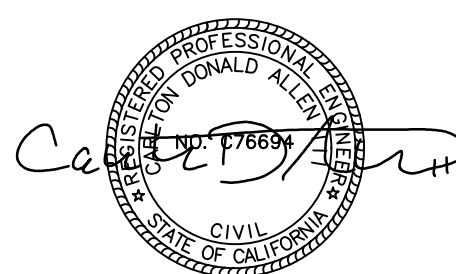
-
- TYPE II - FIBERIZED SLURRY SEAL WITH CRACK SEAL
- 2" GRIND AND OVERLAY, SEE X-1
- 2.5" GRIND AND OVERLAY, SEE X-1
- 3" GRIND AND OVERLAY, SEE X-1
- BASE REPAIR, SEE X-1
- 12" PLUG, SEE X-1
- DWS
- CONCRETE
- GUTTER FLOW LINE DIRECTION
- BORING LOCATION, SEE K-1 SHEET FOR SUMMARY OF PAVEMENT STRUCTURAL SECTIONS

NOTES:

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3. MONUMENTS WITHIN COLD PLANE/GRIND LIMITS SHALL BE REFERENCED PRIOR AND POST CONSTRUCTION



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Record Drawings

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Drawn By: MAQ Date: 3/13/26

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Designed By: LZ Date: 3/13/26

Revisions

[illegible]

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING PROJECT – 2026

LAYOUT

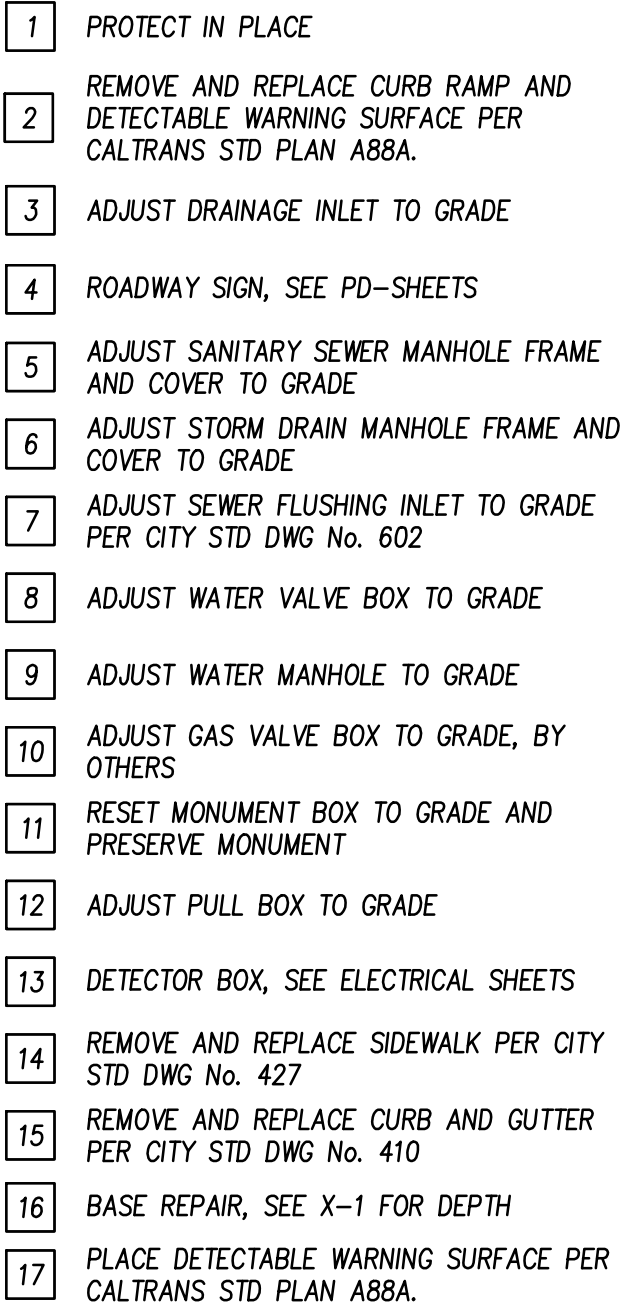
RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026
Roberto Alonzo, P.E., Public Works Division Manager

PROJECT NO.	CIP No.4307
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Rec. Dwg No.	L-2
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SCALE:
1"=40'

SHEET 5 OF 47



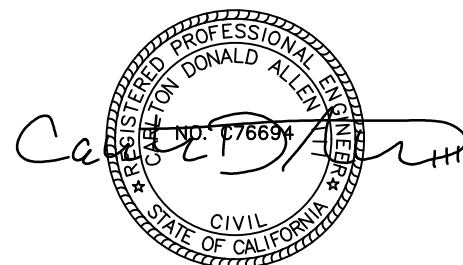
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-
- TYPE II - FIBERIZED SLURRY SEAL WITH CRACK SEAL
- 2" GRIND AND OVERLAY, SEE X-1
- 2.5" GRIND AND OVERLAY, SEE X-1
- 3" GRIND AND OVERLAY, SEE X-1
- BASE REPAIR, SEE X-1
- 12" PLUG, SEE X-1
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- CONCRETE
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NOTES:

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Revisions

[illegible]

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING PROJECT – 2026

LAYOUT

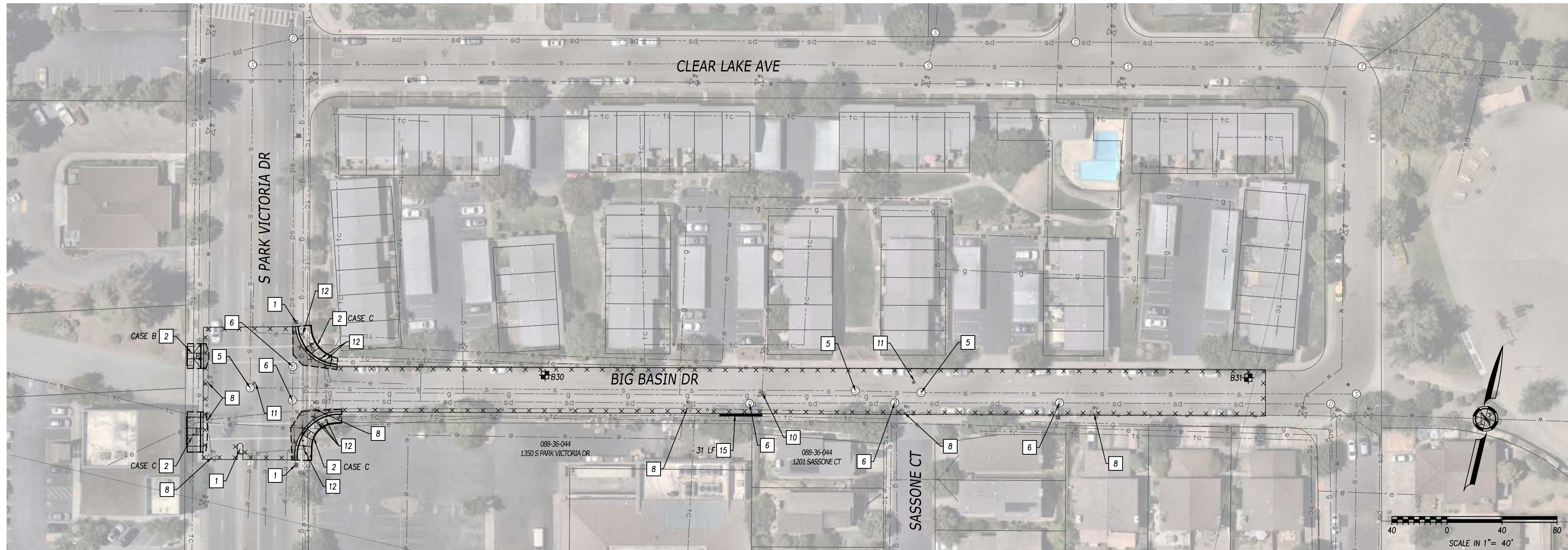
RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026
Roberto Alonzo, P.E., Public Works Division Manager

PROJECT NO.
CIP No.4307

Rec. Dwg No.	L-5
--------------	-----

SCALE:
1"=40'

SHEET 8 OF 47



LAYOUT NOTES:

- 1 PROTECT IN PLACE
- 2 REMOVE AND REPLACE CURB RAMP AND DETECTABLE WARNING SURFACE PER CALTRANS STD PLAN A88A.
- 3 ADJUST DRAINAGE INLET TO GRADE
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- 12 ADJUST PULL BOX TO GRADE
- 13 DETECTOR BOX, SEE ELECTRICAL SHEETS
- 14 REMOVE AND REPLACE SIDEWALK PER CITY STD DWG No. 427
- 15 REMOVE AND REPLACE CURB AND GUTTER PER CITY STD DWG No. 410
- 16 BASE REPAIR, SEE X-1 FOR DEPTH
- 17 PLACE DETECTABLE WARNING SURFACE PER CALTRANS STD PLAN A88A.

LEGEND:

- TYPE II - FIBERIZED SLURRY SEAL WITH CRACK SEAL
- 2" GRIND AND OVERLAY, SEE X-1
- 2.5" GRIND AND OVERLAY, SEE X-1
- 3" GRIND AND OVERLAY, SEE X-1
- BASE REPAIR, SEE X-1
- 12" PLUG, SEE X-1
- DWS
- CONCRETE
- GUTTER FLOW LINE DIRECTION
- BORING LOCATION, SEE K-1 SHEET FOR SUMMARY OF PAVEMENT STRUCTURAL SECTIONS

NOTES:

- 1. FINAL LOCATION OF CURB AND GUTTER AND/OR SIDEWALK REPLACEMENT TO BE DETERMINED IN THE FIELD.
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Designer: _____ Date: _____

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Designed By: LZ Date: 3/13/26

Revisions			
Num.	Description	Engr. Aprv.	Date
1			



CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING PROJECT –2026

LAYOUT

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026
Roberto Alonzo, P.E., Public Works Division Manager

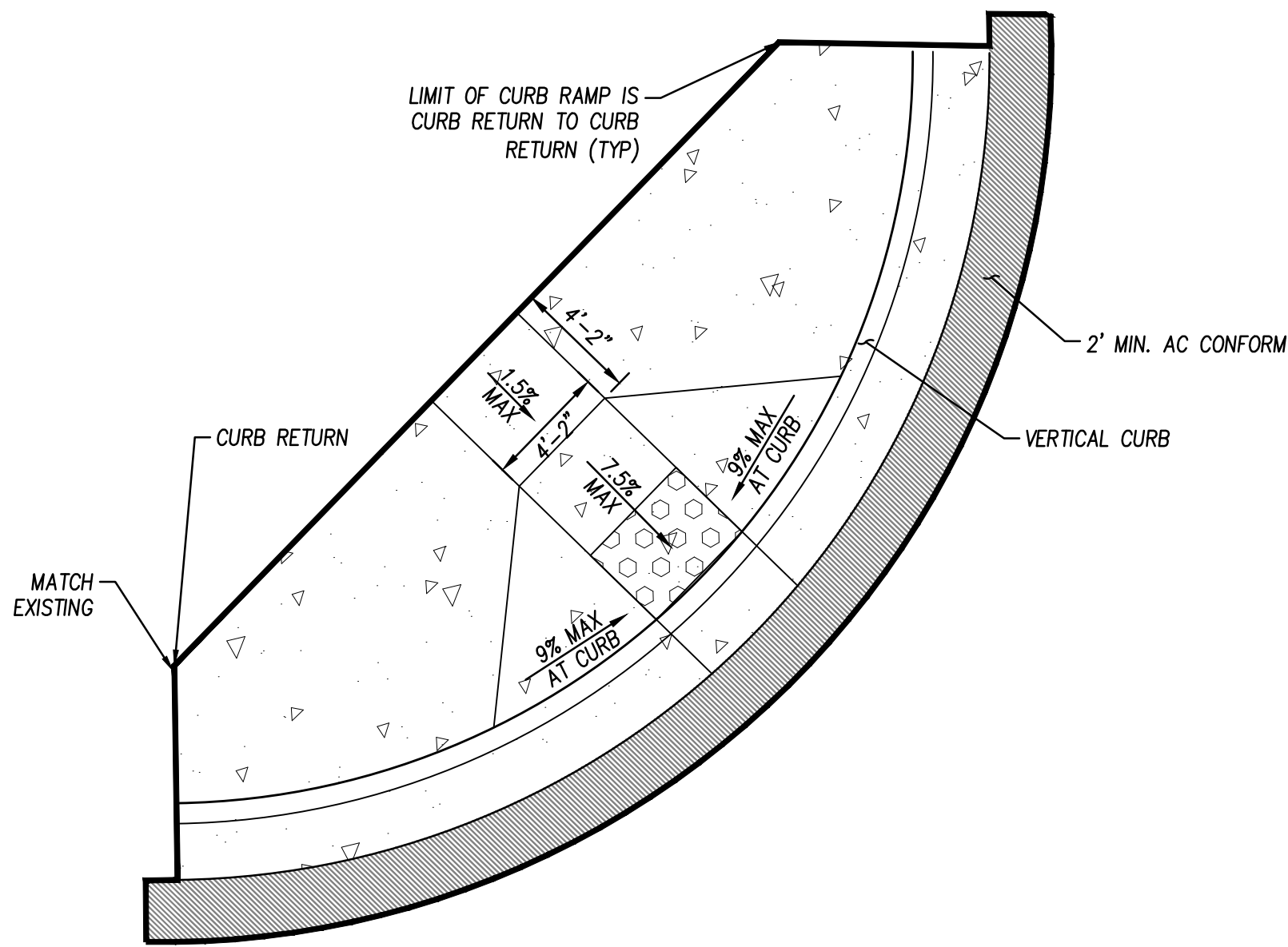
PROJECT NO.
CIP No.4307

Rec. Dwg No.
L-8

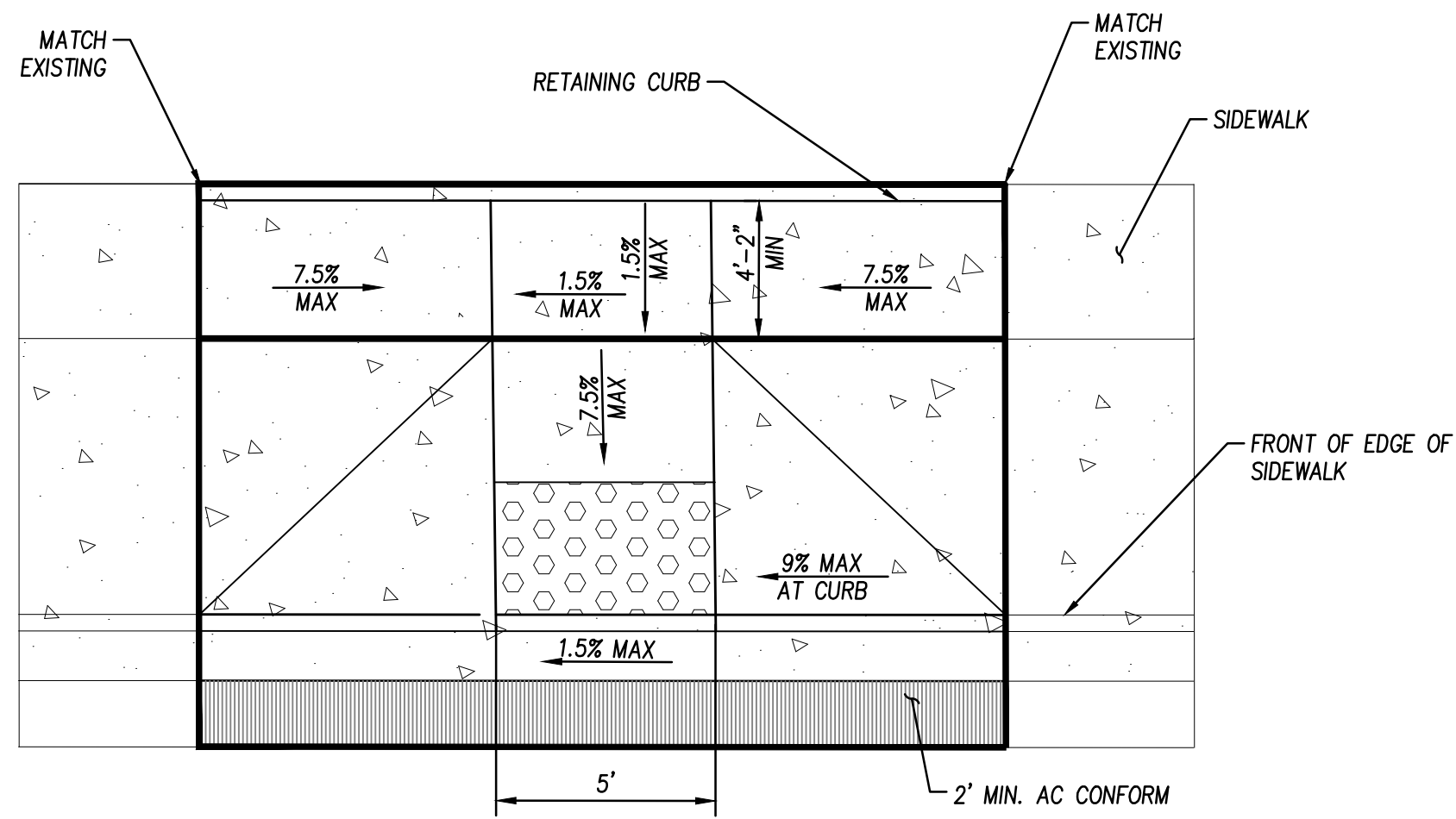
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SHEET 11 OF 47

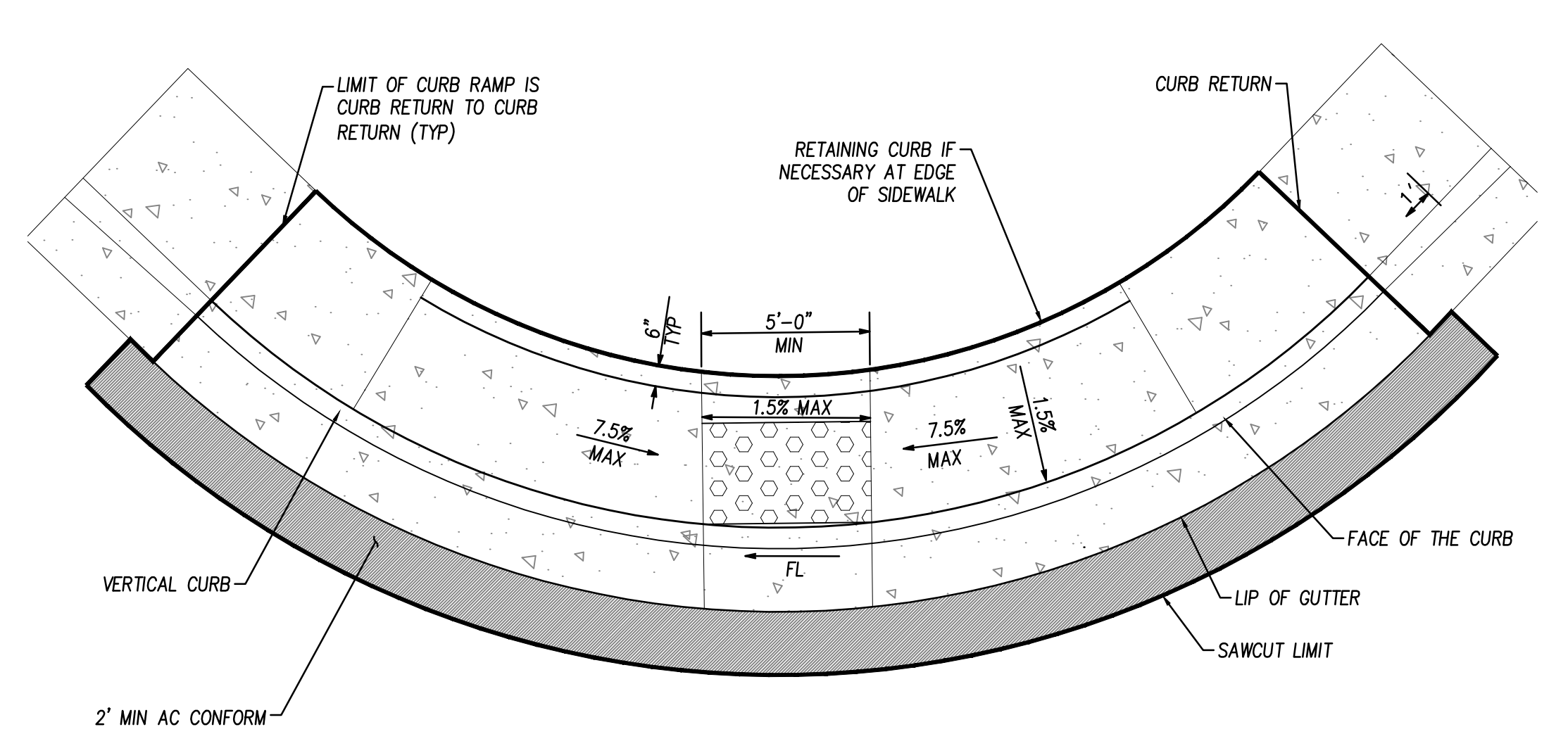
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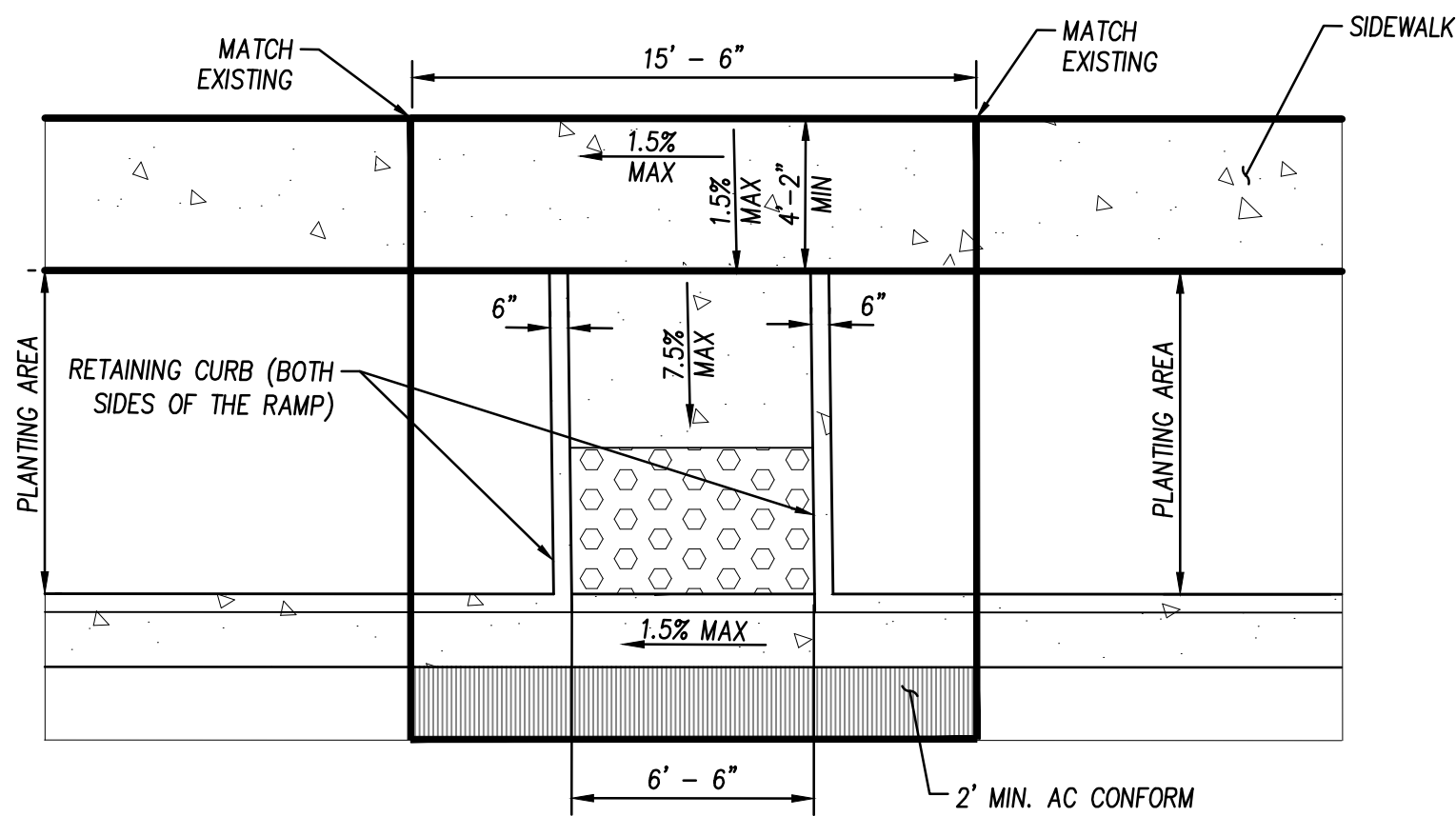
1 CALTRANS CURB RAMP DETAIL - CASE A
SCALE: NO SCALE



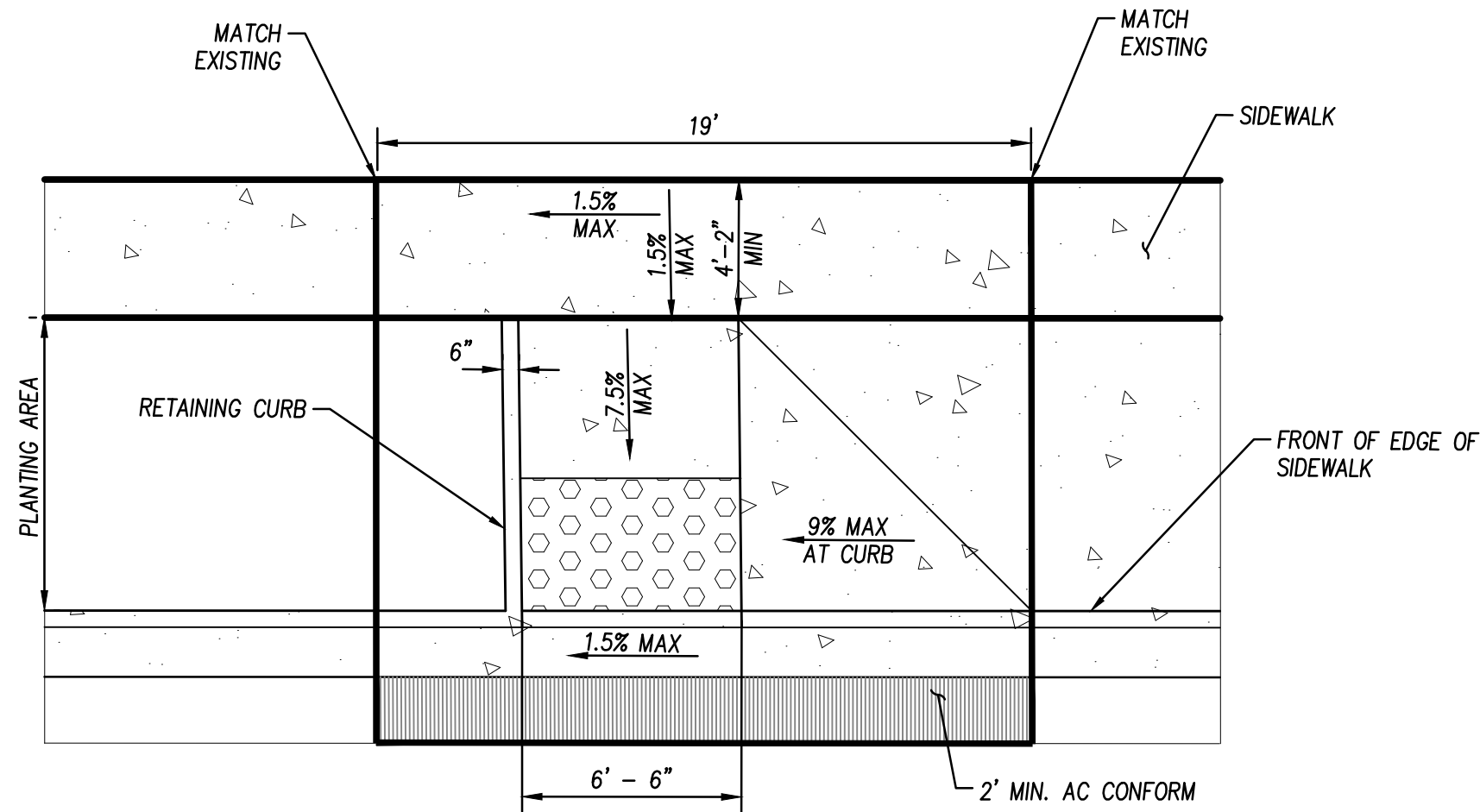
2 CALTRANS CURB RAMP DETAIL - CASE B
SCALE: NO SCALE



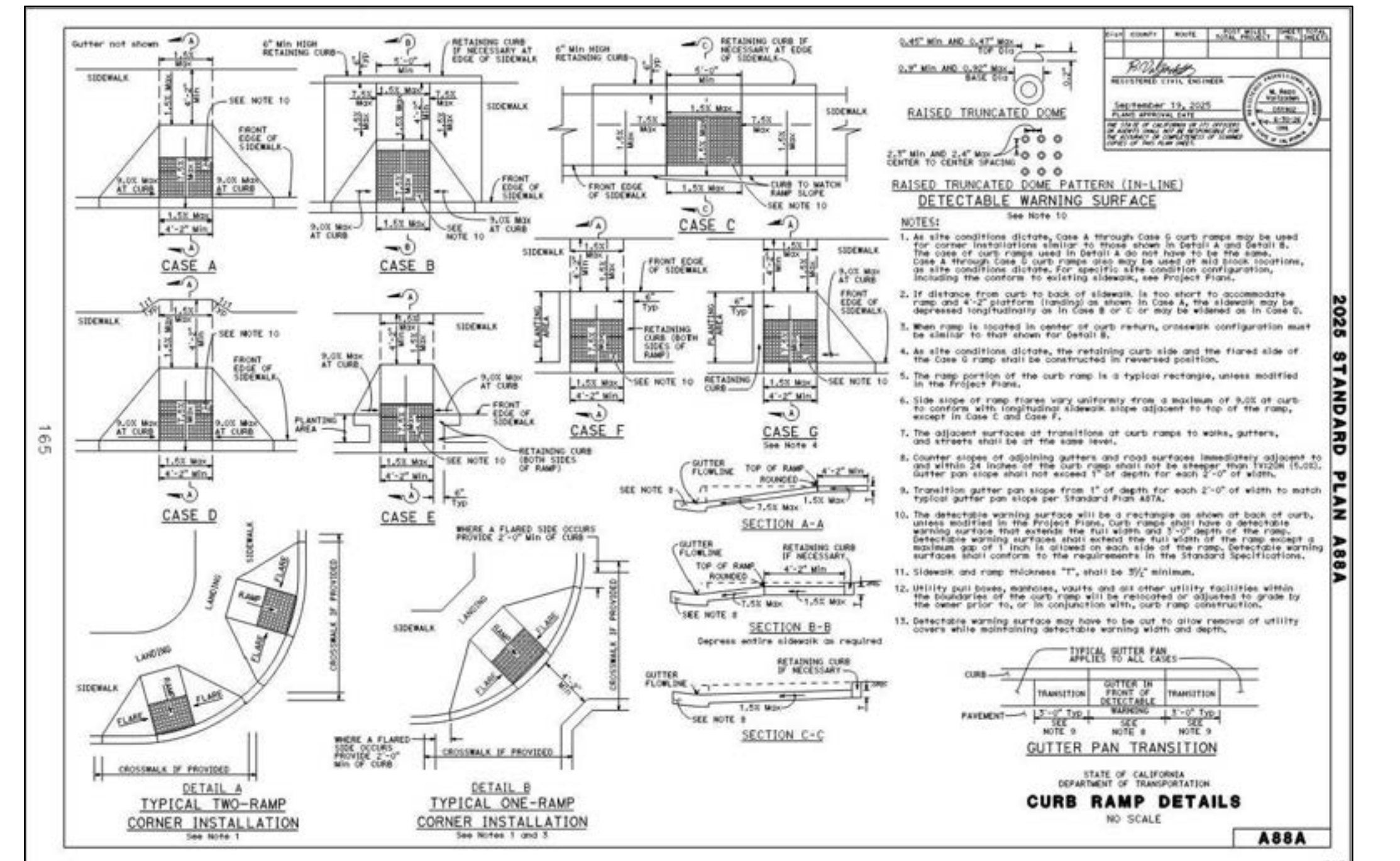
3 CALTRANS CURB RAMP DETAIL - CASE C
SCALE: NO SCALE



4 CALTRANS CURB RAMP DETAIL - CASE F
SCALE: NO SCALE



5 CALTRANS CURB RAMP DETAIL - CASE G
SCALE: NO SCALE



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: JL Date: 3/13/26

Checked By: CDA Date: 3/13/26

Designed By: LZ Date: 3/13/26

Revisions

Num.	Description	Engr. Appr.	Date
1			



CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING PROJECT –2026

CONSTRUCTION DETAILS

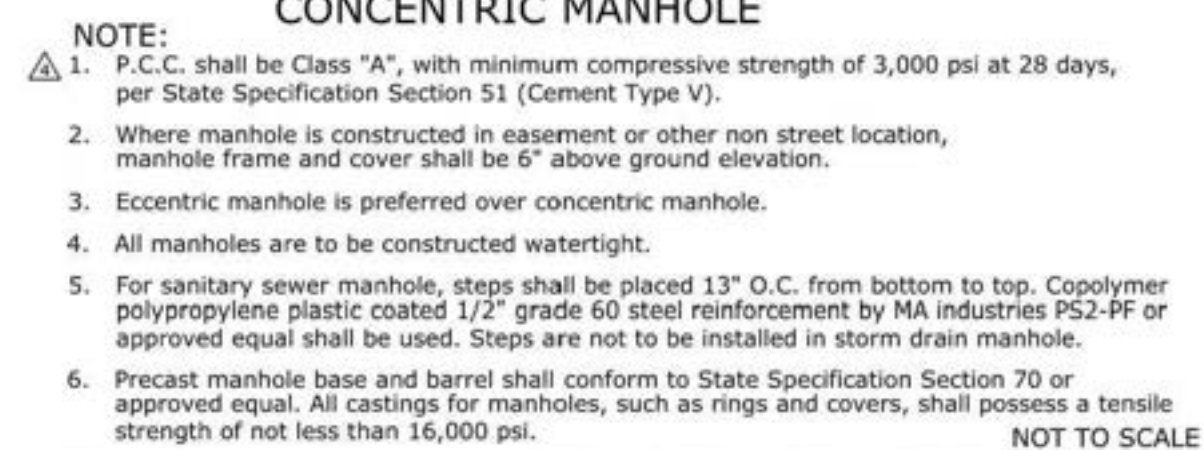
RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026
Roberto Alonzo, P.E., Public Works Division Manager

PROJECT NO.
CIP No.4307

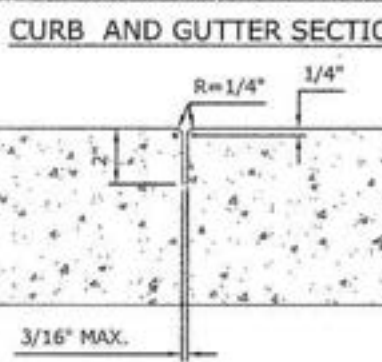
Rec. Dwg No.
CD-1

SCALE:
N/A

SHEET 12 OF 47

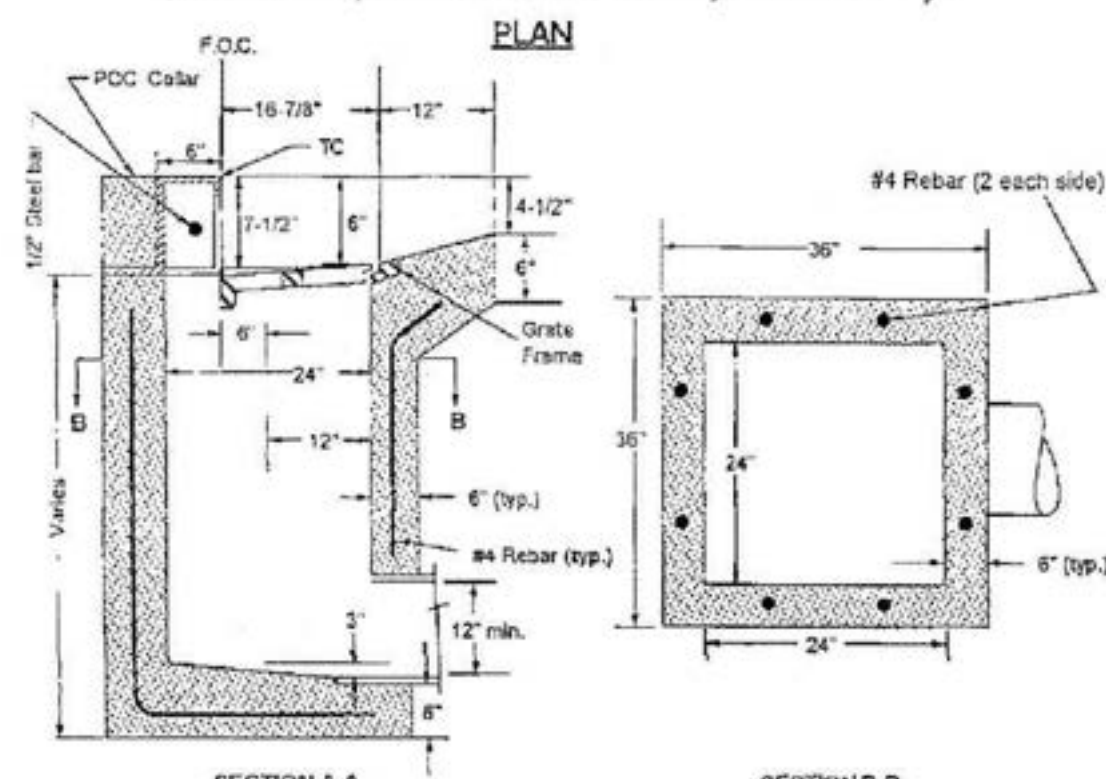


STANDARD DRAWING NO. 230
DATE: Rev. 5/12/21
SHEET 1 OF 3

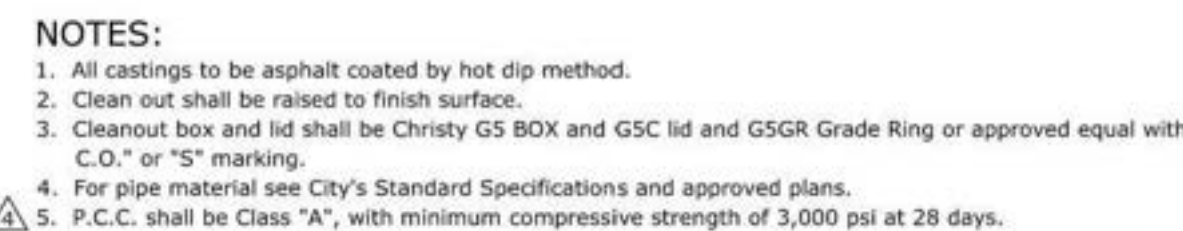


1. Use Portland Cement Concrete containing not less than 564 lbs. of Type I or I/II Portland Cement per cubic yard with a compressive strength of not less than 3000 psi. at 28 days, with a medium brown finish.
2. Dowels shall be used only when the curb is constructed before the contiguous sidewalk (Std. Drawing No.'s. 425, 426, and 427) and when jointing new curb and gutter to existing concrete curb. Bar spacing shall be 1' each side of the weakened plane joint and on 5' 6" max. centers.
3. Weakened Plane Joints shall be constructed at ends of curb returns, curb inlets, other structures and at 12' intervals except in driveway sections. Joints shall match adjacent improvements.
4. Aggregate base thickness shall be 6" or shall be determined by the extension of the subbase line under the curb, whichever is greater.
5. For curb & gutter replacement; A 1'x1' wedge-cut

NOT TO SCALE

CURB AND GUTTER

CITY OF MILPITAS, ENGINEERING DIVISION		STANDARD DRAWING
DATE	CURB STORM DRAIN INLET	NO. 462
1997		
2001		DATE : 6/15/10
2010		SHEET 1 OF 1
APPROVED BY:  PUBLIC WORKS DIRECTOR, CITY ENGINEER RCE NO.40283		



STANDARD
FLUSHING INLET



TYPICAL VALVE INSTALLATION



Drawn By: MAQ Date: 3/13/26

Checked By: CDA Date: 3/13/26

Designed By: LZ Date: 3/13/26[illegible]

STREET RESURFACING PROJECT – 2026

CONSTRUCTION DETAILS

Roberto Alonzo

DATE: 03/16/2026

PROJECT NO.	
CIP No.4307	

Rec. Dwg No.	CD-2
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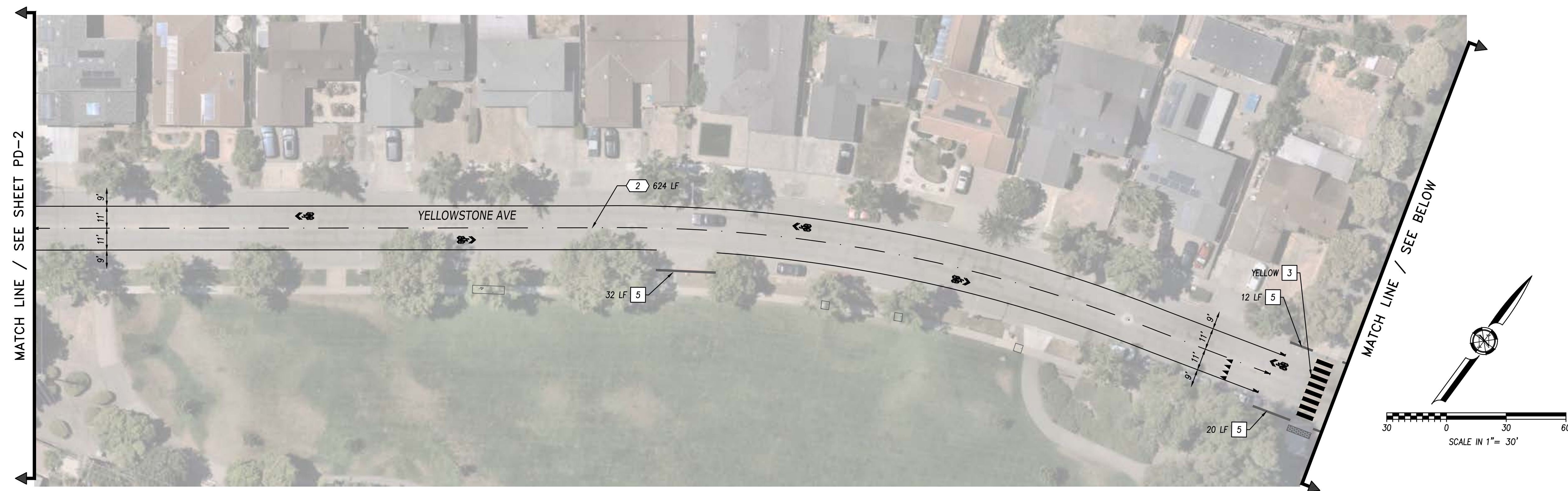
SCALE:
AS SHOWN

SHEET 13 OF 47

1. SEE LAYOUT FOR LIMITS OF ROAD REHABILITATION.

4	EXISTING ROADSIDE SIGN LOCATION
1	PROPOSED ROADSIDE SIGN LOCATION
●	PROTECT ROADSIDE IN PLACE
◆	RESET ROADSIDE SIGN
★	REMOVE AND REPLACE ROADSIDE SIGN
■	RESET POST, SEE ELECTRICAL PLANS FOR NEW SIGN
▲	REMOVE SIGN FROM EX POST, SEE ELECTRICAL PLANS FOR NEW SIGN
0	MOUNT NEW ROADSIDE SIGN ON EX POLE
	CA MUTCD STRIPING DETAIL NUMBER WITH LENGTH IN FEET
	STRIPING CHANGE
	BIKE LANE PAVEMENT COLORIZATION
	BIKE LANE PAVEMENT MARKING PER MUTCD FIGURE 9C-3(B)
	SHARED ROADWAY BICYCLE MARKING PER CALTRANS STD PLAN A24C
	TYPE IV ARROW (Lt or Rt) PAVEMENT MARKING PER CALTRANS STD PLAN A24A
	TYPE VI ARROW (Lt or Rt) PAVEMENT MARKING PER CALTRANS STD PLAN A24A
	YIELD LINE PER CALTRANS STD PLAN A24G
SPA	SPACING
	AHEAD PAVEMENT MARKING PER CALTRANS STD PLAN A24D
	STOP PAVEMENT MARKING PER CALTRANS STD PLAN A24D
	XING PAVEMENT MARKING PER CALTRANS STD PLAN A24D
	SCHOOL PAVEMENT MARKING PER CALTRANS STD PLAN A24D
	SLOW PAVEMENT MARKING PER CALTRANS STD PLAN A24D
35	NUMERALS (35) MARKING PER CALTRANS STD PLAN A24C

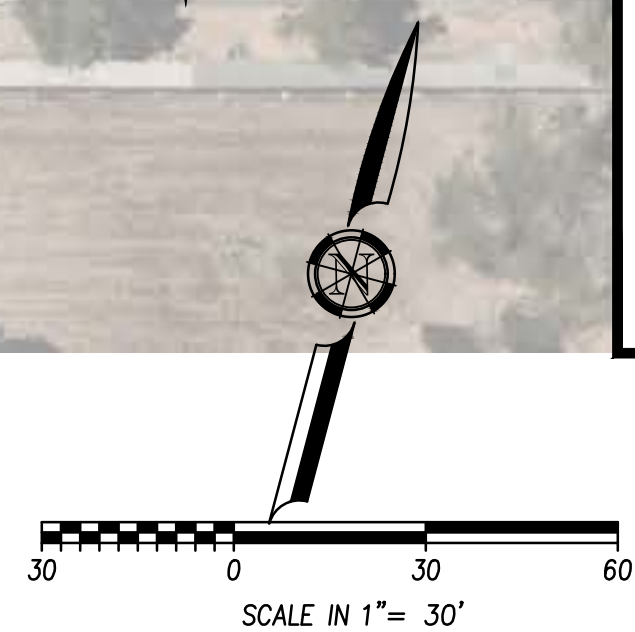
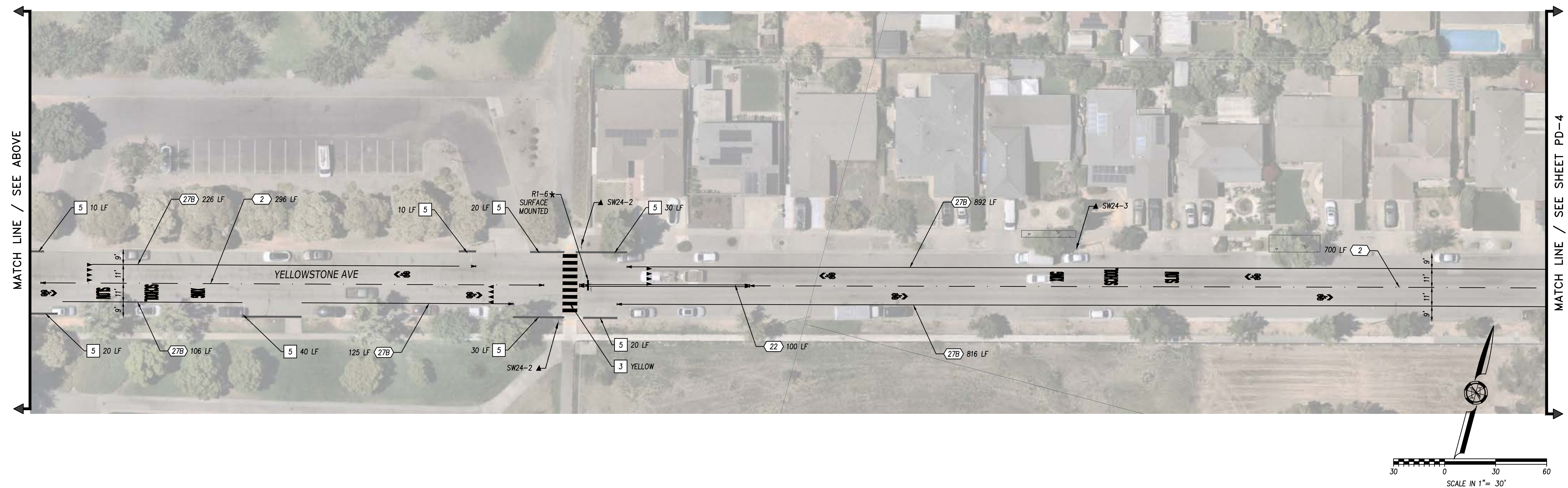
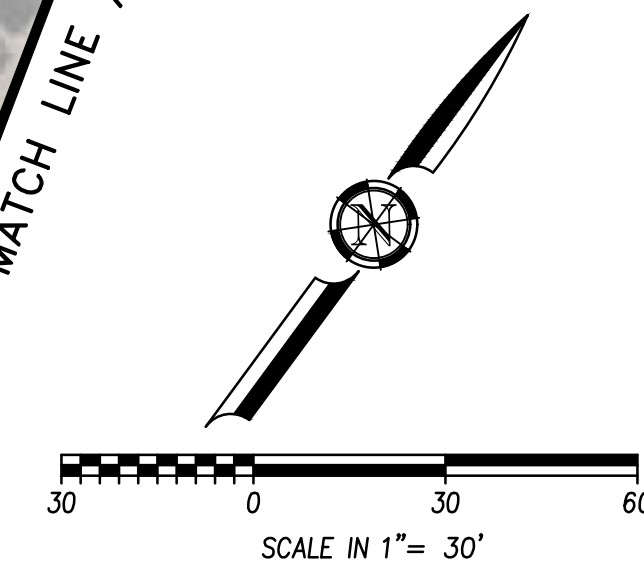
Designer Stamp: 	Record Drawings		Revisions					CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO. CIP No.4307
	Designer: _____ Date: _____	Drawn By: <u>MAQ</u> Date: <u>3/13/26</u>	Num.	Description	Engr. Aprv.	Date		STREET RESURFACING PROJECT –2026		Rec. Dwg No. PD–1
	Public Works Inspector: _____ Date: _____		△							
	Utility/Facility Dept. Head: _____ Date: _____	Checked By: <u>CDA</u> Date: <u>3/13/26</u>						PAVEMENT STRIPING & SIGNAGE		
	Project Engineer: _____ Date: _____									SCALE: NO SCALE
	Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____	Designed By: <u>LZ</u> Date: <u>3/13/26</u>						RECOMMENDED FOR BIDDING BY: <u>Roberto Alonzo</u> DATE: <u>03/16/2026</u>		
								Roberto Alonzo, P.E., Public Works Division Manager		SHEET <u>14</u> OF <u>47</u>



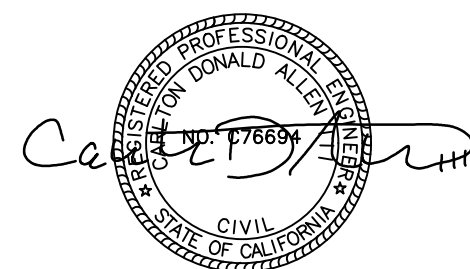
- ### STRIPING NOTES:
- | | |
|---|--|
| 1 | INSTALL 12" WHITE STRIPE |
| 2 | INSTALL LADDER CROSSWALK PER CALTRANS STD PLAN A24F |
| 3 | INSTALL CONTINENTAL CROSSWALK PER CALTRANS STD PLAN A24F |
| 4 | INSTALL BASIC CROSSWALK PER CALTRANS STD PLAN A24F |
| 5 | REPLACE RED CURB PAINT |
| 6 | 4" STRIPE AT 45° AT 20' INTERVALS |

NOTES:

1. SEE LAYOUT FOR LIMITS OF ROAD REHABILITATION.



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: MAQ Date: 3/13/26

Checked By: CDA Date: 3/13/26

Designed By: LZ Date: 3/13/26

Revisions

[illegible]

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING PROJECT – 2026

PAVEMENT STRIPING & SIGNAGE

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026
Roberto Alonzo, P.E., Public Works Division Manager

PROJECT NO.	CIP No.4307
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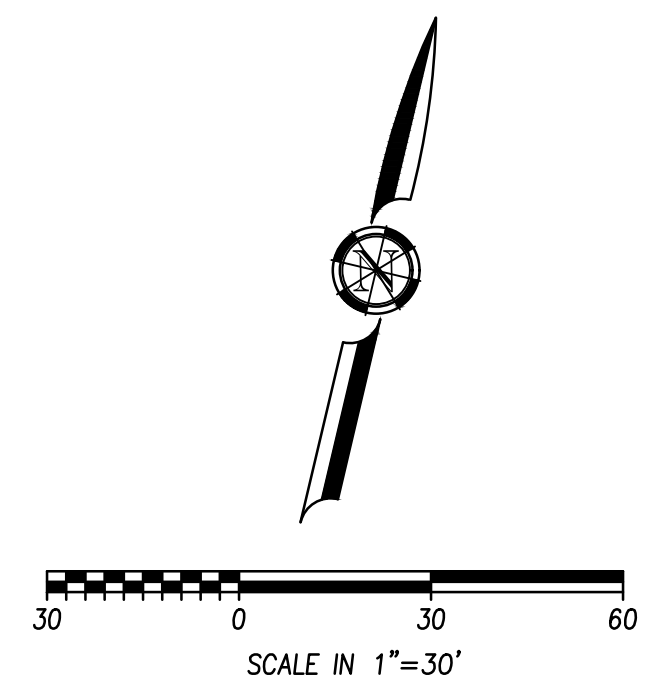
Rec. Dwg No.	PD-3
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SCALE:
1"=30'

SHEET 16 OF 47

1. INSTALL 12" WHITE STRIPE
2. INSTALL LADDER CROSSWALK PER CALTRANS STD PLAN A24F
3. INSTALL CONTINENTAL CROSSWALK PER CALTRANS STD PLAN A24F
4. INSTALL BASIC CROSSWALK PER CALTRANS STD PLAN A24F
5. REPLACE RED CURB PAINT
6. 4" STRIPE AT 45° AT 20' INTERVALS

1. SEE LAYOUT FOR LIMITS OF ROAD REHABILITATION.



A circular professional engineer seal for Donald Allen Carter, State of California, No. 176694. The seal is stamped over the signature of Carter. The text around the seal reads "REGISTERED PROFESSIONAL ENGINEER", "DONALD ALLEN CARTER", "CIVIL", and "STATE OF CALIFORNIA". The number "NO. 176694" is in the center.

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

[illegible]

STREET RESURFACING PROJECT – 2026

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026
Roberto Alonzo, P.E., Public Works Division Manager

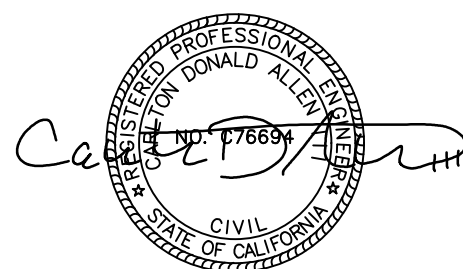
PROJECT NO. CIP No.4307
Rec. Dwg No. PD-6
SCALE: 1"=30'
SHEET <u>19</u> OF <u>47</u>



- SHARED-LANE MARKING GUIDANCE:**
1. SHARED-LANE MARKINGS SHALL BE PER SECTION 9E.09 OF THE LATEST CA MUTCD.
 2. SHARED ROADWAY BICYCLE MARKINGS SHALL SPACED AT INTERVALS NO LESS THAN 50, OR GREATER THAN 250'.
 3. SHARED ROADWAY BICYCLE MARKINGS SHALL PLACED NO MORE THAN 50' FROM THE INTERSECTION.
 4. SHARED ROADWAY BICYCLE MARKINGS SHALL NOT BE USED ON SHOULDER or IN DESIGNATED BICYCLE LANES.
 5. PLACEMENT OF MARKING IF USED IN A SHARED LANE WITH ON-STREET PARALLEL PARKING:
 - 5.1. IF EFFECTIVE TRAVEL LANE WIDTH IS 14' OR GREATER, SHARED ROADWAY BICYCLE MARKINGS SHOULD BE PLACED SO THAT THE CENTERS OF THE MARKINGS ARE AT LEAST 13 FEET FROM THE FACE OF THE CURB, OR FROM THE EDGE OF THE PAVEMENT WHERE THERE IS NO CURB.
 - 5.2. IF EFFECTIVE TRAVEL LANE WIDTH IS LESS THAN 14', THE MARKINGS SHALL BE CENTERED WITHIN THE TRAVEL LANE.
 6. PLACEMENT OF MARKING IF USED ON A STREET WITHOUT ON-STREET PARKING:
 - 6.1. IF EFFECTIVE TRAVEL LANE WIDTH IS 14' OR GREATER, SHARED ROADWAY BICYCLE MARKINGS SHOULD BE PLACED SO THAT THE CENTERS OF THE SHARED LANE MARKINGS SHOULD BE AT LEAST 13 FEET FROM THE FACE OF THE CURB, OR FROM THE EDGE OF THE PAVEMENT WHERE THERE IS NO CURB.
 - 6.1. IF EFFECTIVE TRAVEL LANE WIDTH IS LESS THAN 14', THE MARKINGS SHALL BE CENTERED WITHIN THE TRAVEL LANE.



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: MAQ Date: 3/13/26

Checked By: CDA Date: 3/13/26

Designed By: LZ Date: 3/13/26

Revisions

[illegible]

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING PROJECT – 2026

PAVEMENT STRIPING & SIGNAGE

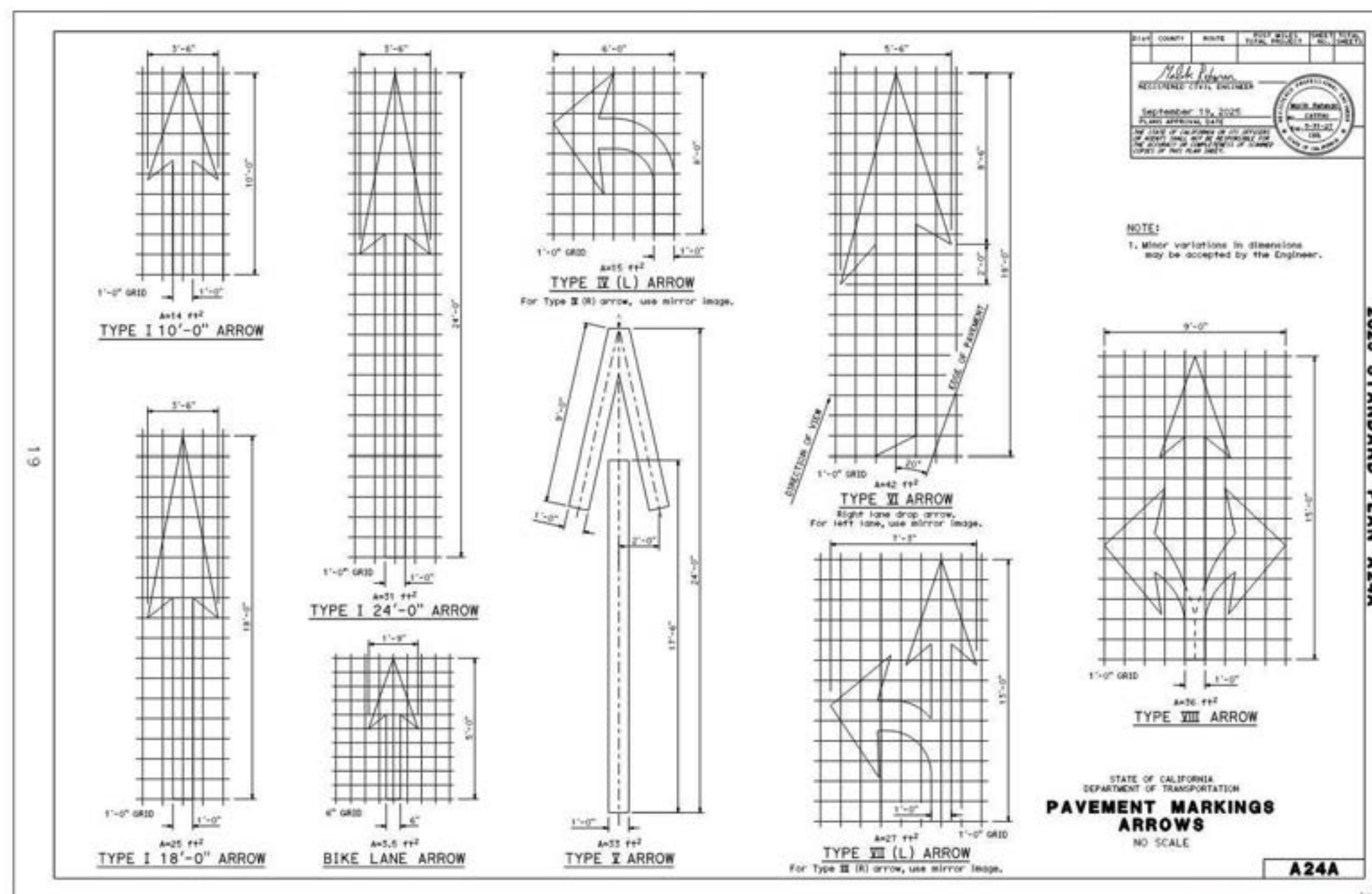
RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026
Roberto Alonzo, P.E., Public Works Division Manager

PROJECT NO.
CIP No.4307

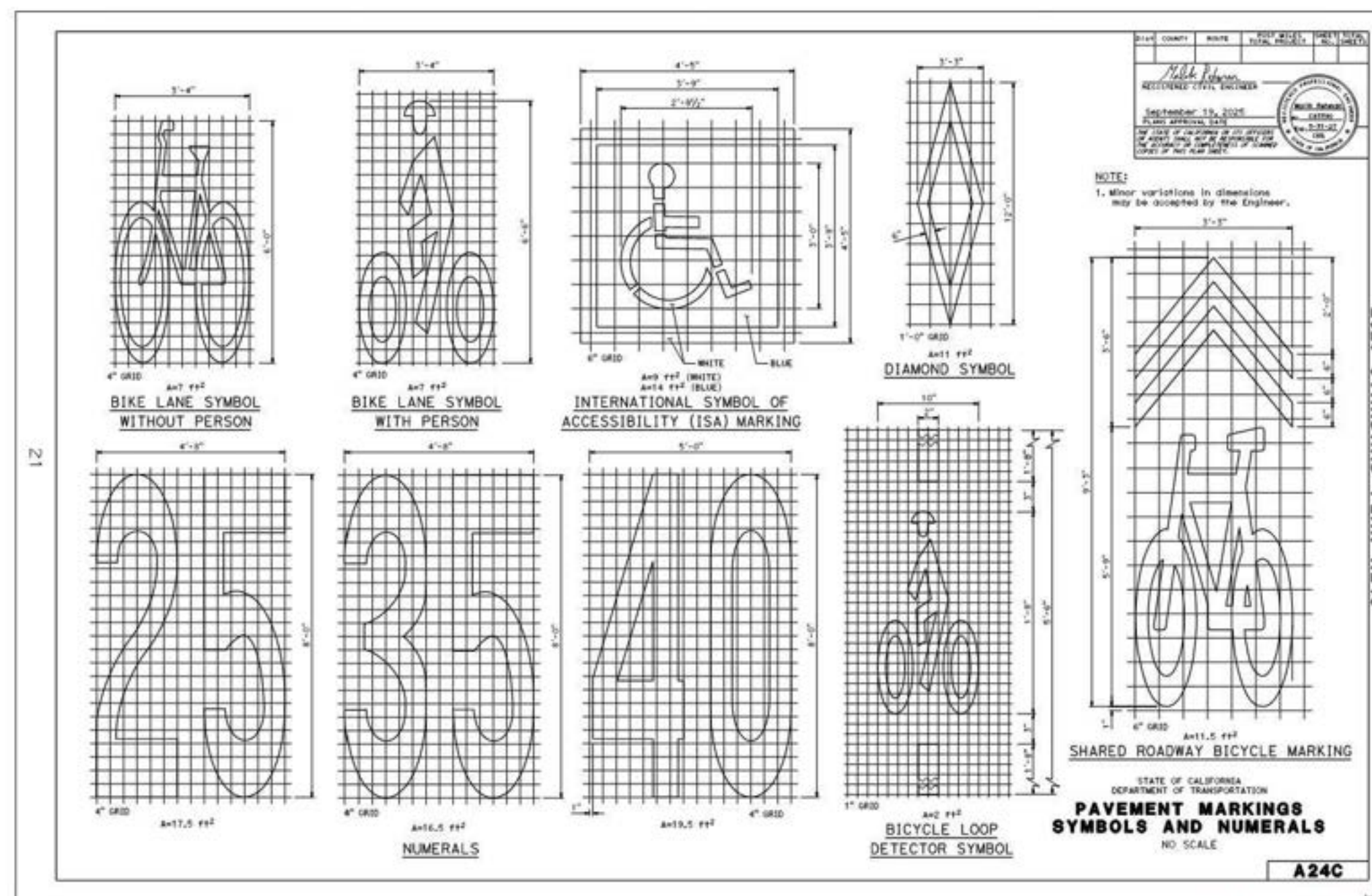
Rec. Dwg No.	PD-7
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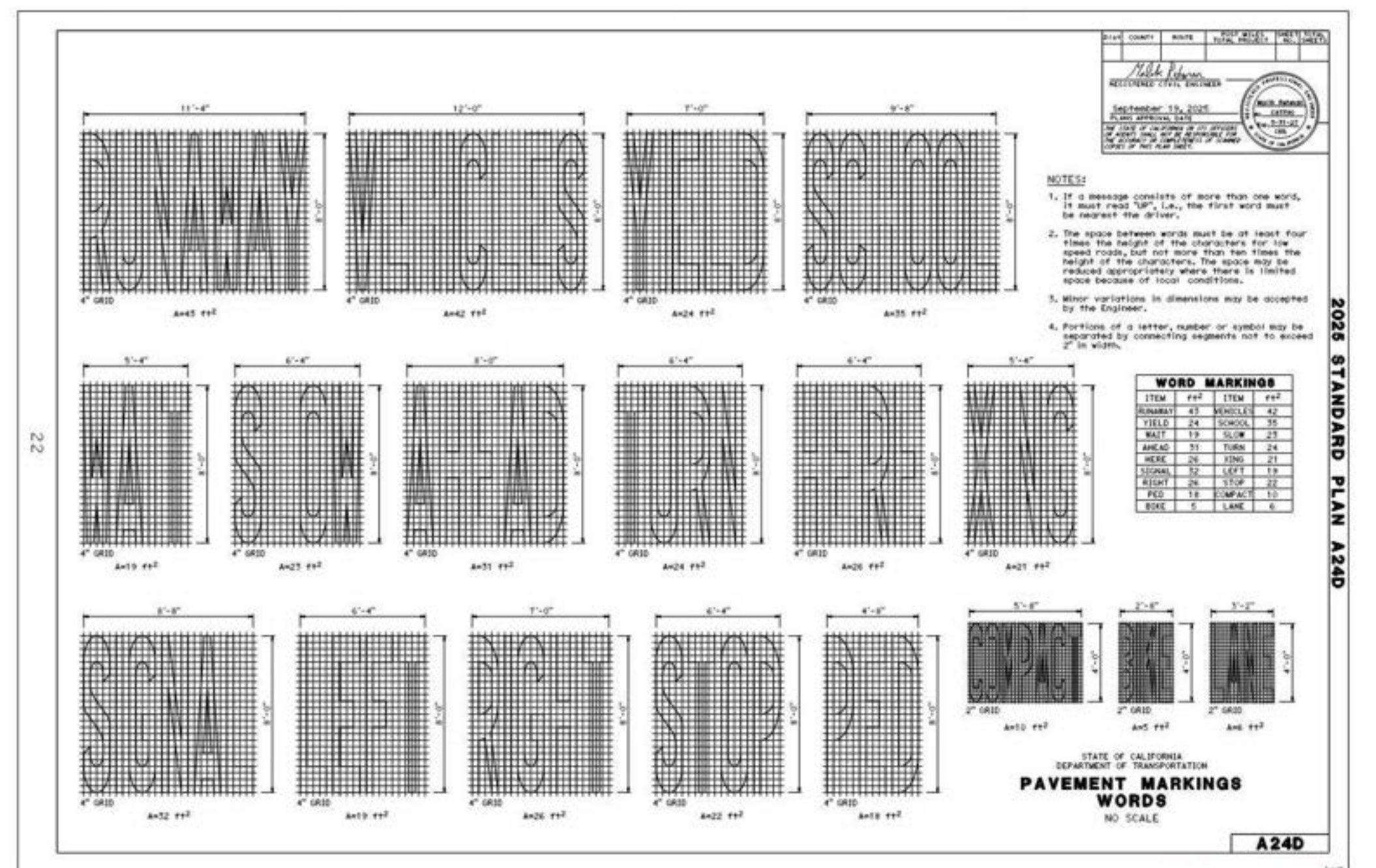
SHEET 20 OF 47



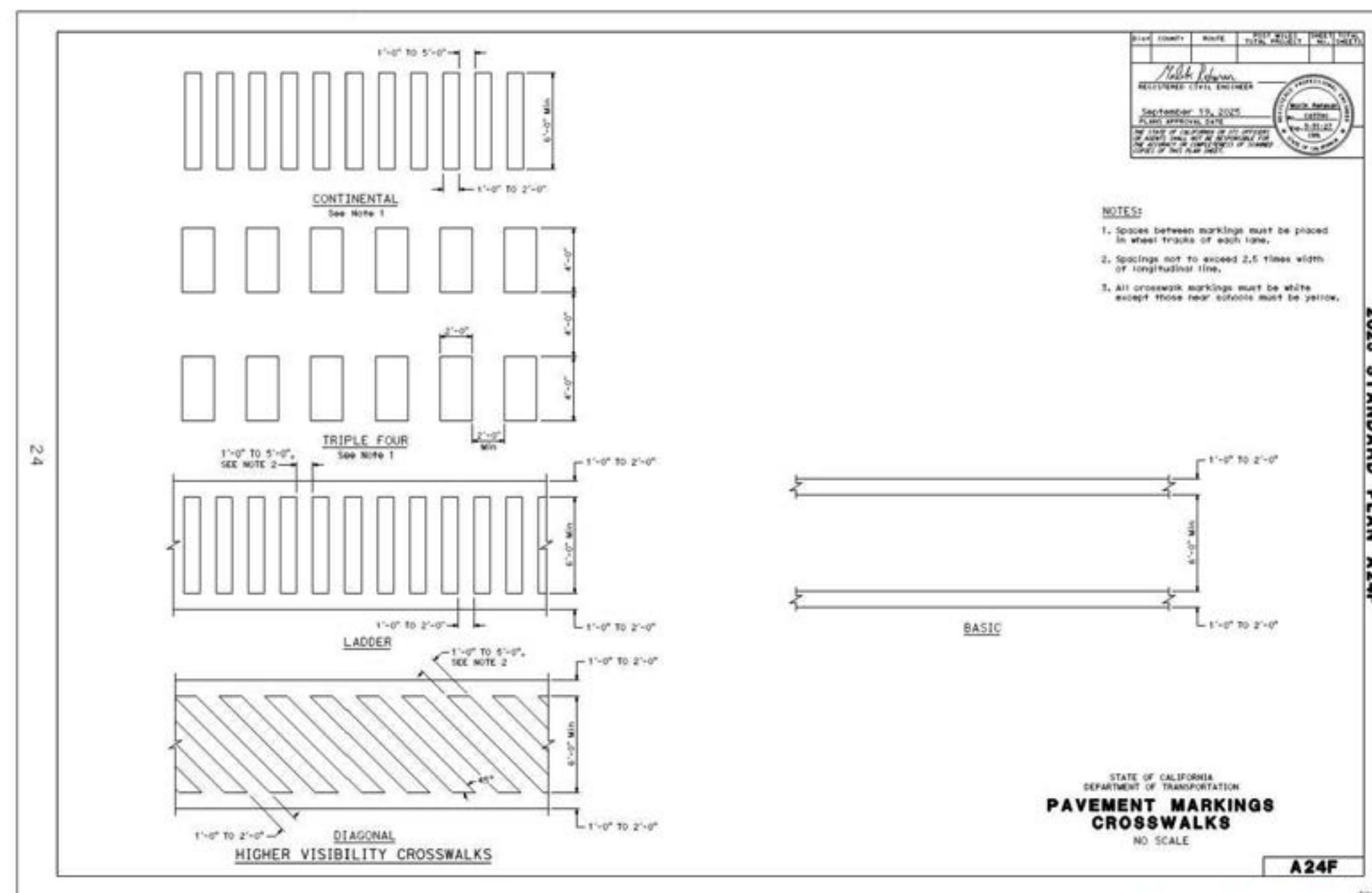
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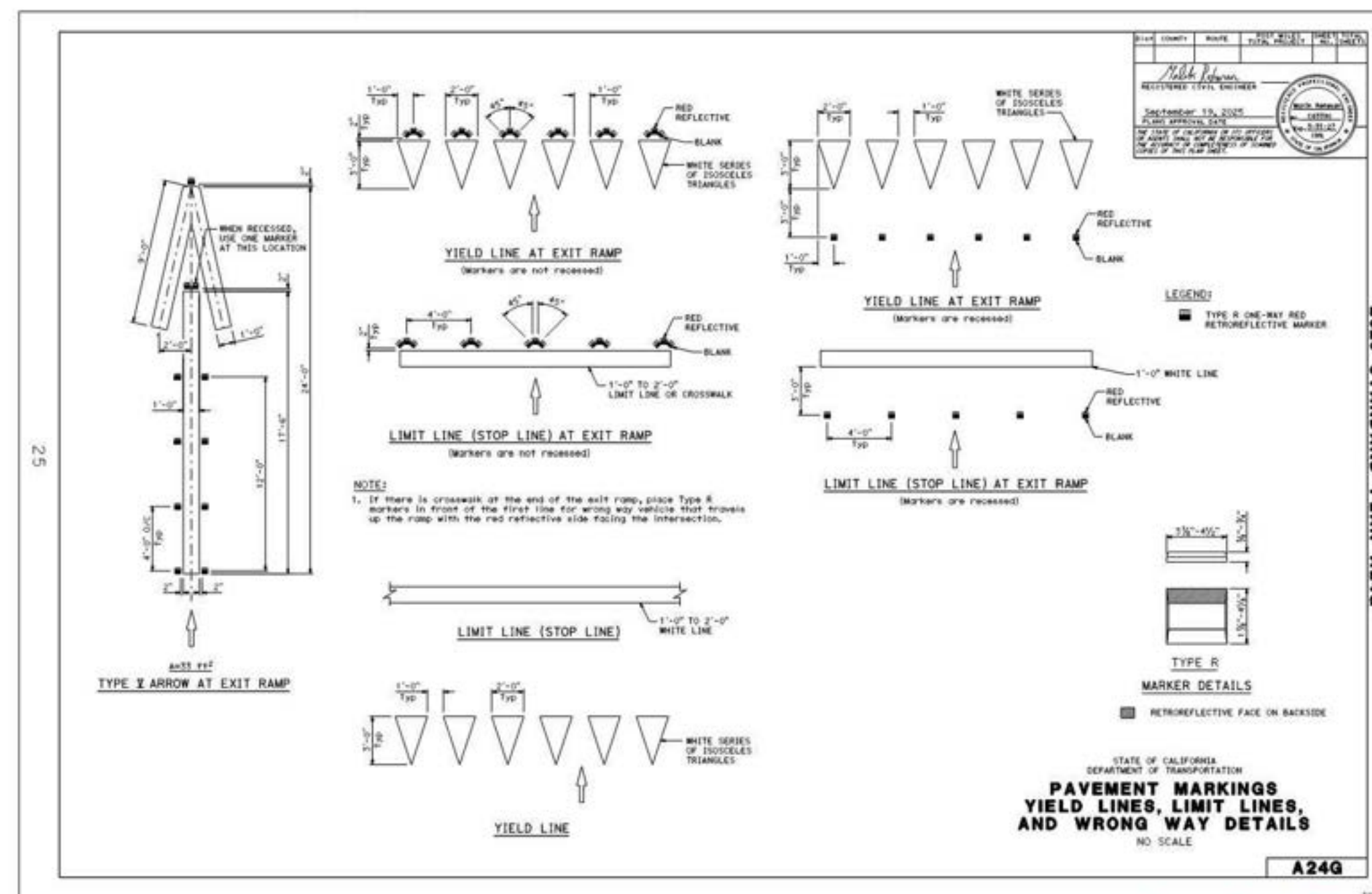
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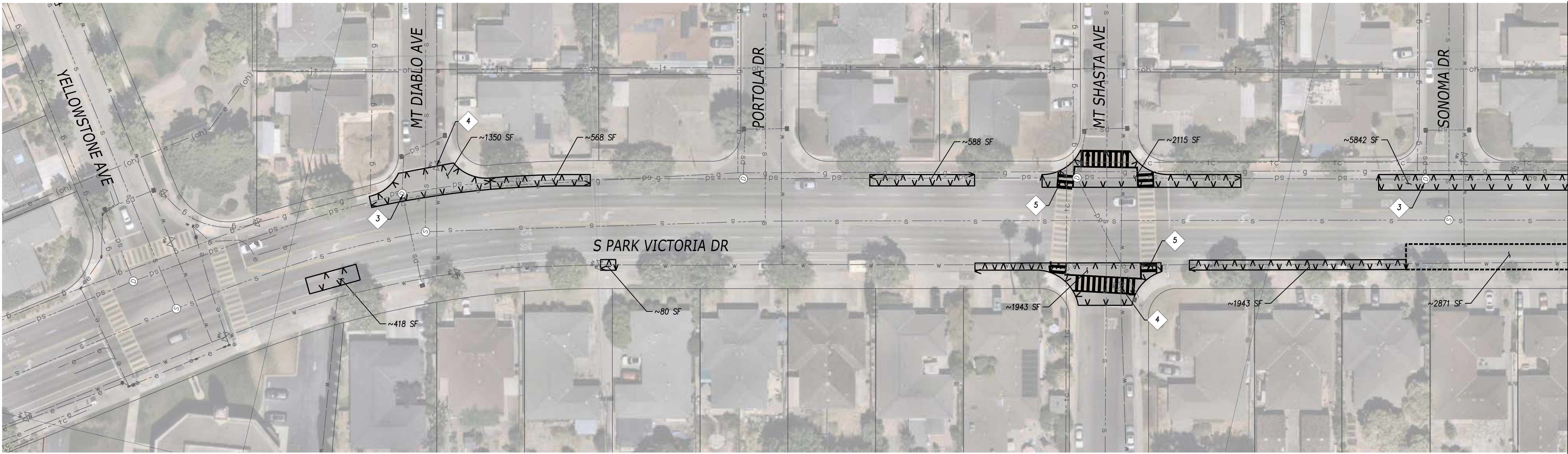


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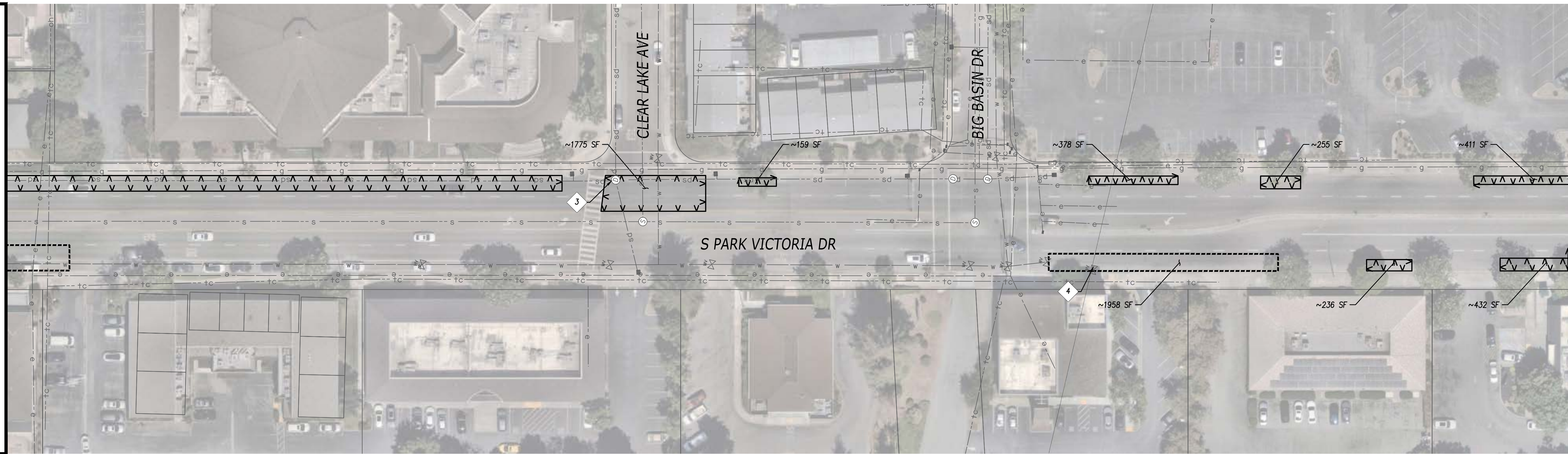


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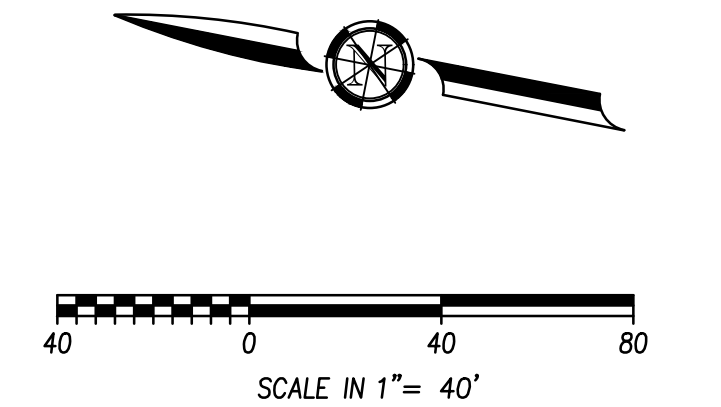
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	Public Works Inspector: _____ Date: _____	Checked By: <u>CDA</u> Date: <u>3/13/26</u>	△							
	Utility/Facility Dept. Head: _____ Date: _____									
	Project Engineer: _____ Date: _____									
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____	Designed By: <u>LZ</u> Date: <u>3/13/26</u>							PAVEMENT STRIPING & SIGNAGE		SCALE: AS SHOWN
								RECOMMENDED FOR BIDDING BY: <u>Roberto Alonzo</u> DATE: <u>03/16/2026</u>	Roberto Alonzo, P.E., Public Works Division Manager	SHEET <u>21</u> OF <u>47</u>



- BID ALTERNATE #1 NOTES:**
- 1 PROTECT IN PLACE
 - 2 BASE REPAIR, SEE X-1 FOR DEPTH
 - 3 ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO GRADE
 - 4 ADJUST WATER VALVE BOX TO GRADE
 - 5 INSTALL LADDER CROSSWALK PER CALTRANS STD PLAN A24F
 - 6 INSTALL CONTINENTAL CROSSWALK PER CALTRANS STD PLAN A24F

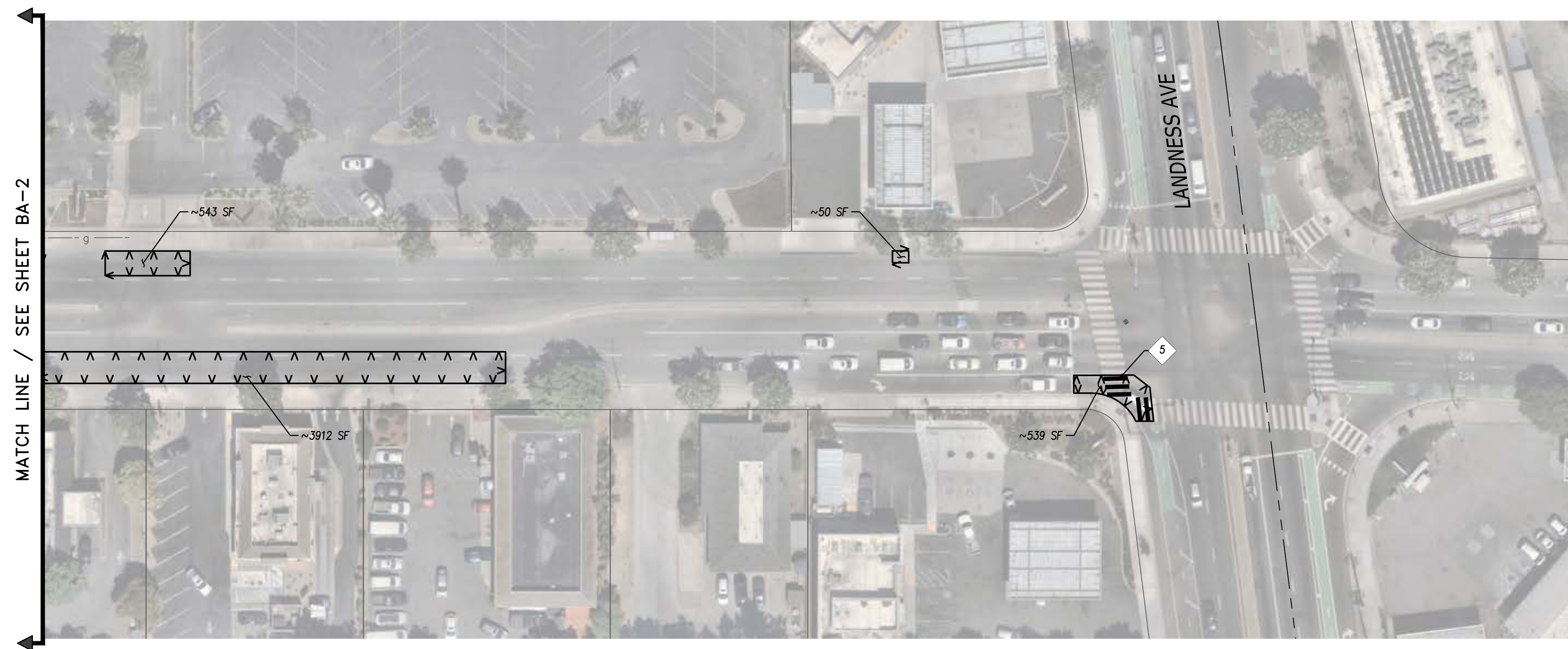


- LEGEND:**
- 3" GRIND AND OVERLAY, SEE X-1
 - 6" GRIND AND OVERLAY, SEE X-1



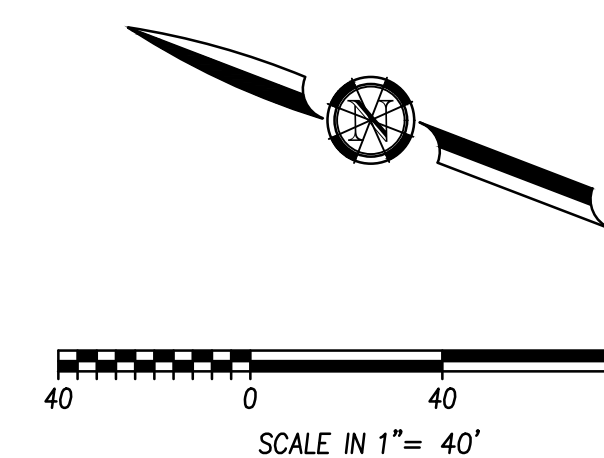
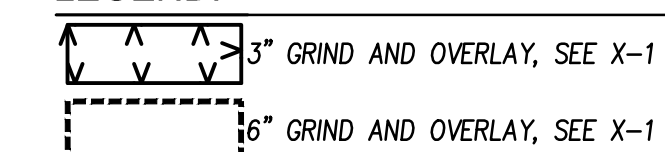
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	Public Works Inspector: _____ Date: _____	Checked By: <u>CDA</u> Date: <u>3/13/26</u>						BID ALTERNATE #1		
	Utility/Facility Dept. Head: _____ Date: _____	Designed By: <u>LZ</u> Date: <u>3/13/26</u>						RECOMMENDED FOR BIDDING BY: <u>Roberto Alonzo</u> DATE: <u>03/16/2026</u>		SCALE: 1"=40'
	Project Engineer: _____ Date: _____							Roberto Alonzo, P.E., Public Works Division Manager		SHEET 23 OF 47
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____										

Log Name: 1166666 2026 2:28 pm
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Sheet: 23017_01_24036
Title: 23017_01_24036
Drawn By: JL
Checked By: CDA
Designed By: LZ
Date: 3/13/26
Scale: 1"=40'



- ## BID ALTERNATE #1 NOTES:
-
- | | |
|---|--|
| 1 | PROTECT IN PLACE |
| 2 | BASE REPAIR, SEE X-1 FOR DEPTH |
| 3 | ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO GRADE |
| 4 | ADJUST WATER VALVE BOX TO GRADE |
| 5 | INSTALL LADDER CROSSWALK PER CALTRANS STD PLAN A24F |
| 6 | INSTALL CONTINENTAL CROSSWALK PER CALTRANS STD PLAN A24F |

LEGEND:



Designer Stamp: 	Record Drawings		Revisions					CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO. CIP No.4307
			Drawn By: <u>JE</u> Date: <u>3/13/26</u>	Description	Engr. Aprv.	Date		STREET RESURFACING PROJECT –2026		Rec. Dwg No. BA–3
	Checked By: <u>CDA</u> Date: <u>3/13/26</u>									
	Designed By: <u>LZ</u> Date: <u>3/13/26</u>									
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. _____						BID ALTERNATE #1		SCALE: 1"=40'		
						RECOMMENDED FOR BIDDING BY: <u>Roberto Alonzo</u> DATE: <u>03/16/2026</u> Roberto Alonzo, P.E., Public Works Division Manager		SHEET <u>24</u> OF <u>47</u>		

E-1	ELECTRICAL INDEX, LEGEND, NOTES AND ABBREVIATIONS
E-2 TO E-19	TRAFFIC SIGNAL MODIFICATION
E-20 TO E-21	ROADSIDE SIGN LIGHTING SYSTEM
E-22	RADAR SPEED FEEDBACK SIGN SYSTEMS
E-23	ELECTRICAL DETAILS

1. ALL ELECTRICAL WORK SHALL CONFORM TO THE LATEST CITY OF MILPITAS DEPARTMENT OF PUBLIC WORKS STANDARD PLANS AND SPECIFICATIONS, THE LATEST CALTRANS STANDARD SPECIFICATIONS AND PLANS, AND THE TECHNICAL SPECIFICATIONS.
2. IN CASE OF DIFFERENCES BETWEEN CITY AND CALTRANS STANDARDS, CITY STANDARDS SHALL GOVERN.
3. UTILITIES ARE SHOWN AT APPROXIMATE LOCATIONS. CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (U.S.A.) 811 AT LEAST 48 HOURS PRIOR TO ALL EXCAVATION WORK.
4. ALL PULL BOXES SHALL BE No. 5 UNLESS OTHERWISE NOTED ON THE PLANS.
5. ALL ELECTRICAL EQUIPMENT INCLUDING CONDUITS AND PULL BOXES ARE SHOWN AT APPROXIMATE LOCATIONS ONLY, AND MINOR CHANGES MAY BE MADE IN THE FIELD AS DIRECTED BY THE ENGINEER.
6. ALL EXISTING ELECTRICAL EQUIPMENT TO REMAIN, UNLESS OTHERWISE NOTED. IF DAMAGED BY THE CONTRACTOR'S OPERATION, EQUIPMENT SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT THEIR OWN EXPENSE.
7. APS SHALL BE PEDESTRIAN SAFETY GUARDIAN 3-WIRE WAVE TYPE OR APPROVED EQUAL.
8. ALL PULL BOXES SHALL BE LOCATED IN THE SIDEWALK WHERE APPLICABLE AND SHALL NOT BE INSTALLED WITHIN ADA TACTILE STRIP, RAMPS, OR LANDINGS.
9. "E" PLANS ARE ACCURATE FOR ELECTRICAL WORK ONLY.
10. VIDEO DETECTION SYSTEM SHALL BE ITERIS VANTAGE NEXT OR APPROVED EQUAL.
11. BATTERY BACKUP SYSTEM SHALL BE SIDE MOUNT ALPHA CELL 240XTV.

APS	ACCESSIBLE PEDESTRIAN SIGNAL
BBS	BATTERY BACKUP SYSTEM
EVUD _a	EMERGENCY VEHICLE DETECTOR (CHANNEL <i>a</i>)
PG&E	PACIFIC GAS AND ELECTRIC COMPANY
SMA	SIGNAL MAST ARM

AB	= ABANDON. IF APPLIED TO CONDUIT, REMOVE CONDUCTORS
BC	= INSTALL PULL BOX IN EXISTING CONDUIT RUN
dh	= DETECTOR HANDHOLE
RC	= EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME THE PROPERTY OF THE CONTRACTOR
RS	= REMOVE AND SALVAGE EQUIPMENT

ES-1A, ES-1B, ES-1C, ES-3K, ES-4B, ES-4D, ES-5C, ES-7A, ES-7R, ES-8A

[illegible]

NOTE:
SEE SHEET E-1 FOR GENERAL NOTES AND SYMBOLS.

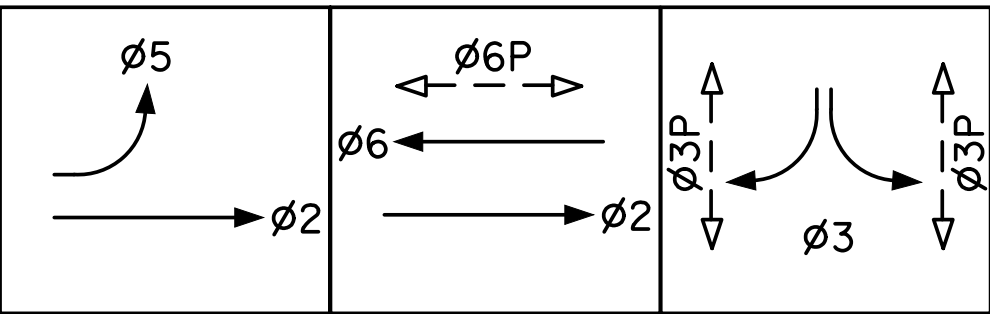
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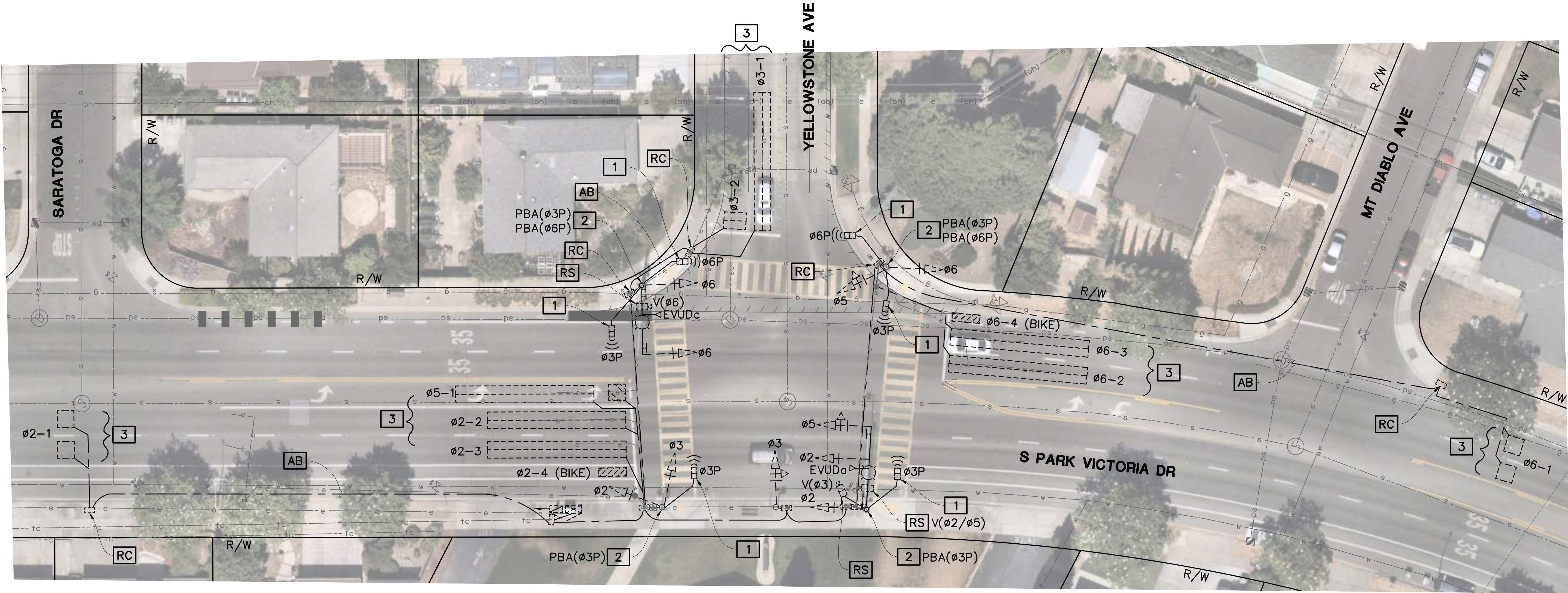
REMOVE AND SALVAGE EXISTING AUDIBLE PEDESTRIAN SPEAKER MOUNTED ON PEDESTRIAN SIGNAL HEAD.
- 2

REMOVE AND SALVAGE EXISTING PBAs.
- 3

ABANDON EXISTING LOOP DETECTORS AND REMOVE DETECTOR HANDHOLE.



EXISTING TRAFFIC PHASE DIAGRAM
EVUDa = Ø2 + Ø5
EVUDc = Ø6
EXISTING EMERGENCY VEHICLE PREEMPT



REMOVAL PLAN

Designer Stamp: 03-13-2026	Record Drawings <table><tr><td>Designer:</td><td>Date:</td></tr><tr><td>Public Works Inspector:</td><td>Date:</td></tr><tr><td>Utility/Facility Dept. Head:</td><td>Date:</td></tr><tr><td>Project Engineer:</td><td>Date:</td></tr><tr><td>Public Improvements Initially Accepted by the City Council on:</td><td>Res. No.:</td></tr></table>	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><thead><tr><th>Num.</th><th>Description</th><th>Engr. Aprv.</th><th>Date</th></tr></thead><tbody><tr><td>1</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. Aprv.	Date	1																												Drawn By: AH Date: 03/13/26 Checked By: KYC Date: 03/13/26 Designed By: AH Date: 03/13/26		CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO. CIP No.4307
		Designer:	Date:																																														
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1																																																	
STREET RESURFACING PROJECT -2026		Rec. Dwg No. E-2																																															
TRAFFIC SIGNAL MODIFICATION (YELLOWSTONE AVE AND S PARK VICTORIA DR)		SCALE: 1" = 20'	SHEET 26 OF 47																																														
RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026 Roberto Alonzo, P.E., Public Works Division Manager																																																	

SEE SHEET E-1 FOR GENERAL NOTES AND SYMBOLS.

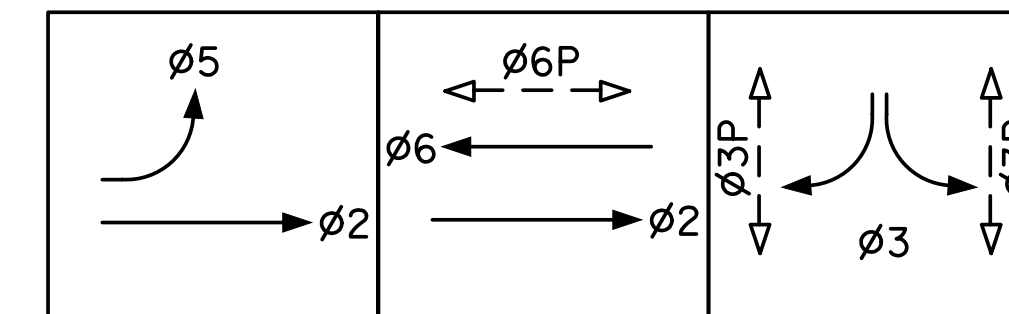
1 EXISTING TYPE P TS 2 TYPE 2 CABINET WITH TRAFFICWARE COMMANDER CONTROLLER UNIT WITH BBS. REMOVE EXISTING ECONOLITE AUTOSCOPE CONTROL UNIT AND BBS. FURNISH AND INSTALL ITERIS VANTAGE NEXT VIDEO DETECTION CONTROL UNIT AND A SIDE MOUNT ALPHA CELL 240XTV BBS.

3 INSTALL PULL BOX AT THE SAME LOCATION.

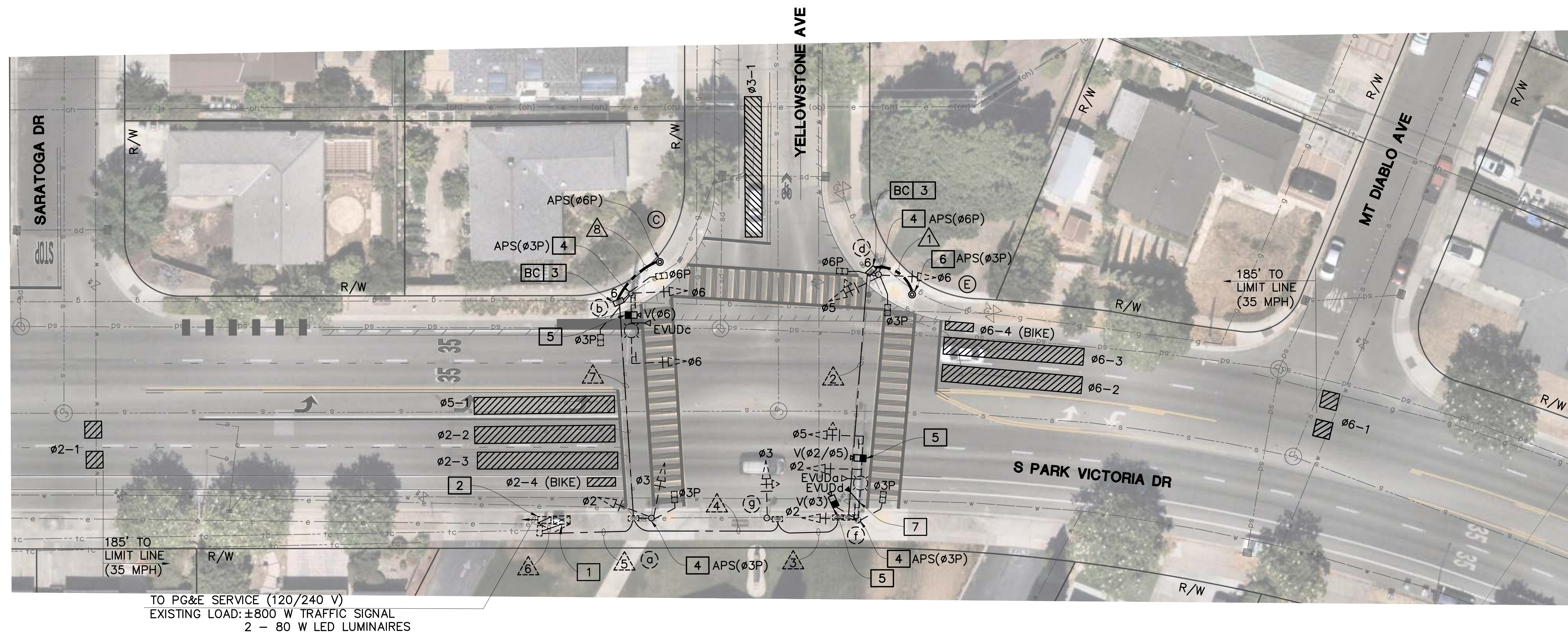
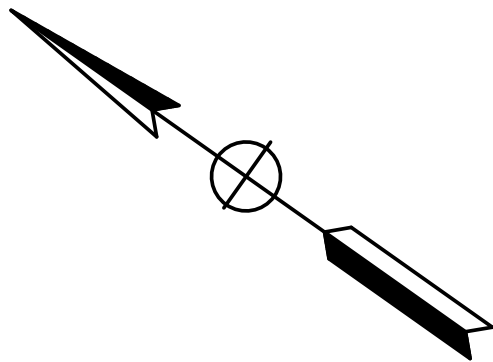
5 REPLACE EXISTING VIDEO CAMERA WITH ITERIS VANTAGE
NEXT VIDEO DETECTION CAMERA.

6 CONTRACTOR SHALL USE CAUTION TO INSTALL POST NEAR UNDERGROUND UTILITY.

7 INSTALL NEW EVUD ON SMA AS INDICATED.


$$\begin{aligned} \text{EVUDa} &= \emptyset 2 + \emptyset 5 \\ \text{EVUDc} &= \emptyset 6 \\ \text{EVUDd} &= \emptyset 3 \end{aligned}$$

PROPOSED EMERGENCY VEHICLE PREEMPT



TO PG&E SERVICE (120/240 V)
EXISTING LOAD: ±800 W TRAFFIC SIGNAL
2 - 80 W LED LUMINAIRES

REGISTERED PROFESSIONAL ENGINEER
KIN Y. CHAN
No. 55391
Exp. 12/31/26
CIVIL
STATE OF CALIFORNIA

Record Drawings

Designer: _____ **Date:** _____

Public Works Inspector: _____ **Date:** _____

Utility/Facility Dept. Head: _____ **Date:** _____

Project Engineer: _____ **Date:** _____

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

Designed By: AH Date: 03/13/26

Revisions

	Num.	Description	Engr. Aprv.	Date
b6 b7C	△			
b6 b7C				
b6 b7C				



CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING PROJECT – 2026

TRAFFIC SIGNAL MODIFICATION
(YELLOWSTONE AVE AND S PARK VICTORIA DR)

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026
Roberto Alonzo, P.E., Public Works Division Manager

PROJECT NO.
CIP No.4307

Rec. Dwg No.	E-3
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SCALE:
1" = 20'

SHEET 27 OF 47

CONDUIT AND CONDUCTOR SCHEDULE								
CONDUCTOR DESIGNATION	NUMBER OF CONDUCTORS							
	RUN NUMBER							
	1	2	3	4	5	6	7	8
No. 14 CONDUCTORS								
Ø2			3	3	3	3		
Ø3				3	3	3		
Ø5		3	3	3	3	3		
Ø6		3	3	3	6	6	3	
Ø3P		2	2	2	4	4	2	
Ø6P		2	2	2	4	4	2	
APS Ø3P	2	2*	2*	2*	4*	4*	2*	
APS Ø6P		2*	2*	2*	4*	4*	2*	2
SPARES		3	3	3	6	6	3	
TOTAL No. 14	2	17	20	23	37	37	14	2
No. 8 CONDUCTORS								
SIGNAL NEUTRAL		1	1	1	1	1	1	
LIGHTING (120 V)			2	2	4		2	
TOTAL No. 8		1	3	3	5	1	3	
VIDEO DETECTION CAMERA CABLE (CAT 6A)			2*	2*	3*	3*	1*	
EMERGENCY VEHICLE DETECTOR CABLE			1+1	1+1	2+1	2+1	1	
NEW(N)/EXISTING(E)	N	E	E	E	E	E	E	N
CONDUIT SIZE (INCHES)	1½	2	2½	2½	3	3½	2	1½
% FILL	2	12	19	20	20	13	18	2

* REMOVE EXISTING CABLE(S) AND CONDUCTOR(S). ADD NEW CABLE(S)
AND CONDUCTOR(S) AS SHOWN.
+ INSTALL NEW CABLE(S) IN EXISTING CONDUIT.

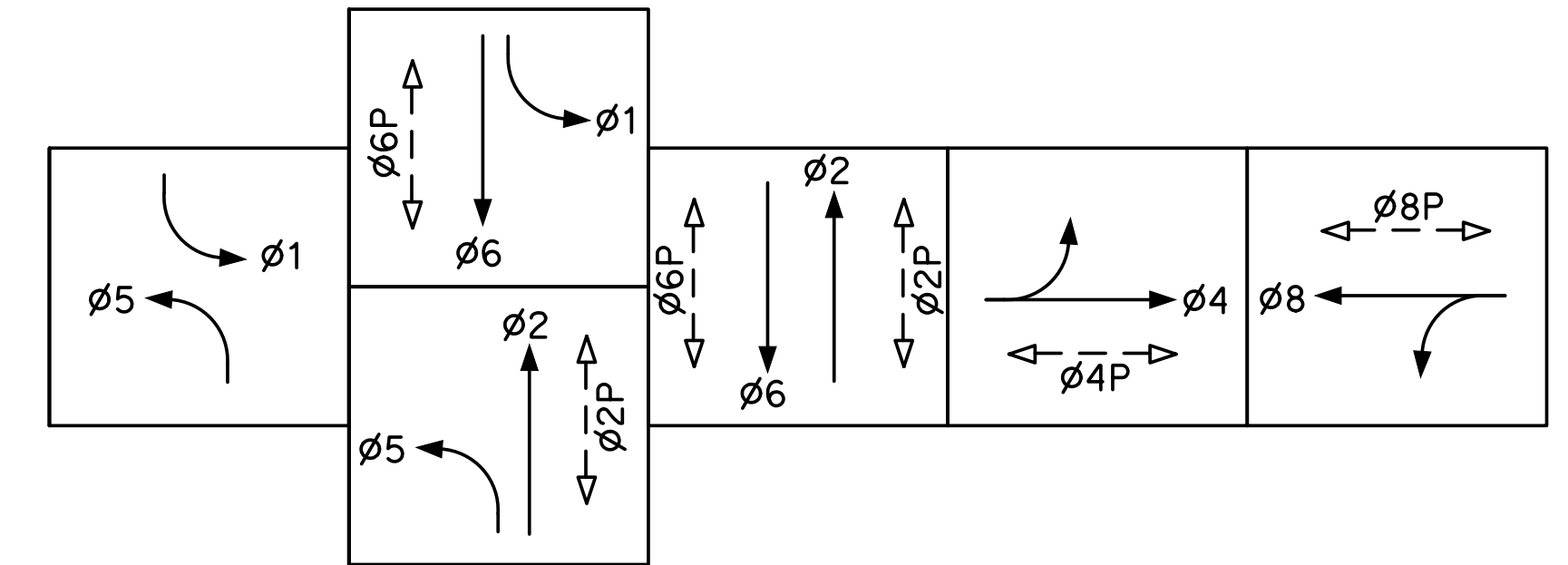
STANDARD AND EQUIPMENT SCHEDULE													
NO.	STANDARD			VEHICLE SIGNAL MOUNTING				PEDESTRIAN SIGNAL		APS		LED LUMINAIRE (WATTAGE)	REMARKS
	TYPE	SIG. MA	LUM. MA	Ø	MASTARM	Ø	POLE	Ø	MOUNTING	Ø	ARROW		
(a)	EXISTING 1-B					2 3	TV-2-T	3P	SP-1-T	3P			SEE NOTE 4 ON SHEET E-3.
(b)	EXISTING 19-2-70	25'	12'	6	MAS	6	SV-1-T	3P 6P	SP-2-T	3P		80	SEE NOTES 4 AND 5 ON SHEET E-3.
(c)	2 POST									6P			
(d)	EXISTING 1-B					5 6	TV-2-T	3P 6P	SP-2-T	6P			SEE NOTE 4 ON SHEET E-3.
(e)	2 POST									3P			SEE NOTE 6 ON SHEET E-3.
(f)	EXISTING 19-4-70	30'	12'	2 5	MAS MAS	2	SV-1-T	3P	SP-1-T	3P		80	SEE NOTES 4, 5, AND 7 ON SHEET E-3.
(g)	EXISTING 1-B					3	TV-1-T						EXISTING SIGNAL EQUIPMENT TO REMAIN.

 NEW SIGNAL EQUIPMENT

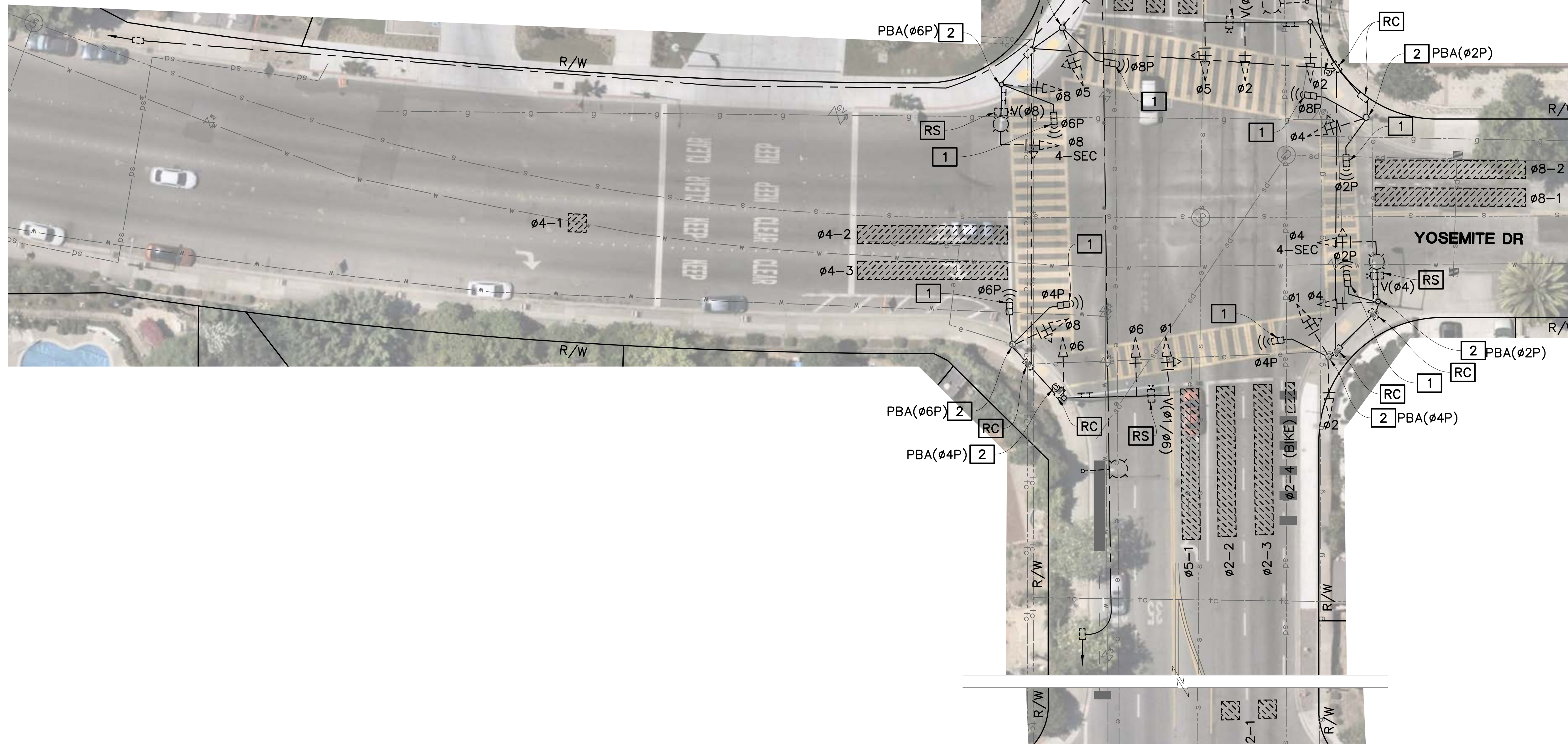
Designer Stamp:  03-13-2026	Record Drawings		Revisions					CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO. CIP No.4307																																							
	Designer: _____ Date: _____ Public Works Inspector: _____ Date: _____ Utility/Facility Dept. Head: _____ Date: _____ Project Engineer: _____ Date: _____ Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____	Drawn By: <u>AH</u> Date: <u>03/13/26</u> Checked By: <u>KYC</u> Date: <u>03/13/26</u> Designed By: <u>AH</u> Date: <u>03/13/26</u>	<table border="1"> <thead> <tr> <th>Num.</th> <th>Description</th> <th>Engr. Aprv.</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. Aprv.		Date	△																																								STREET RESURFACING PROJECT -2026 TRAFFIC SIGNAL MODIFICATION (YELLOWSTONE AVE AND S PARK VICTORIA DR)
Num.	Description	Engr. Aprv.	Date																																														
△																																																	
RECOMMENDED FOR BIDDING BY: <u>Roberto Alonzo</u> DATE: <u>03/16/2026</u> Roberto Alonzo, P.E., Public Works Division Manager								SCALE: NO SCALE																																									
								SHEET 28 OF 47																																									

SEE SHEET E-1 FOR GENERAL NOTES AND SYMBOLS.

- 1 REMOVE AND SALVAGE EXISTING AUDIBLE PEDESTRIAN SPEAKER MOUNTED ON PEDESTRIAN SIGNAL HEAD.
- 2 REMOVE AND SALVAGE EXISTING PBAs.



EXISTING TRAFFIC PHASE DIAGRAM
ø4 AND ø8 ARE EXCLUSIVE



REMOVAL PLAN

The seal is circular with a double-line border. The outer ring contains the text "REGISTERED PROFESSIONAL ENGINEER" at the top and "STATE OF CALIFORNIA" at the bottom, separated by two stars. The center of the seal contains the following information: "KIN Y. CHAN" (Name), "No. 55391" (License Number), "Exp. 12/31/26" (Expiration Date), and "CIVIL" (Discipline). A signature is written across the top of the seal, over the word "PROFESSIONAL".

Record Drawings

Designer: _____ **Date:** _____

Public Works Inspector: _____ **Date:** _____

Utility/Facility Dept. Head: _____ **Date:** _____

Project Engineer: _____ **Date:** _____

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

Drawn By: AH Date: 03/13/26
Checked By: KYC Date: 03/13/26
Designed By: AH Date: 03/13/26

Revisions			
Num.	Description	Engr. Aprv.	Date
5	△		
6			
6			



CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING PROJECT – 2026

TRAFFIC SIGNAL MODIFICATION
(S PARK VICTORIA DR AND YOSEMITE DR)

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026
Roberto Alonzo, P.E., Public Works Division Manager

PROJECT NO.
CIP No.4307

Rec. Dwg No.	E-5
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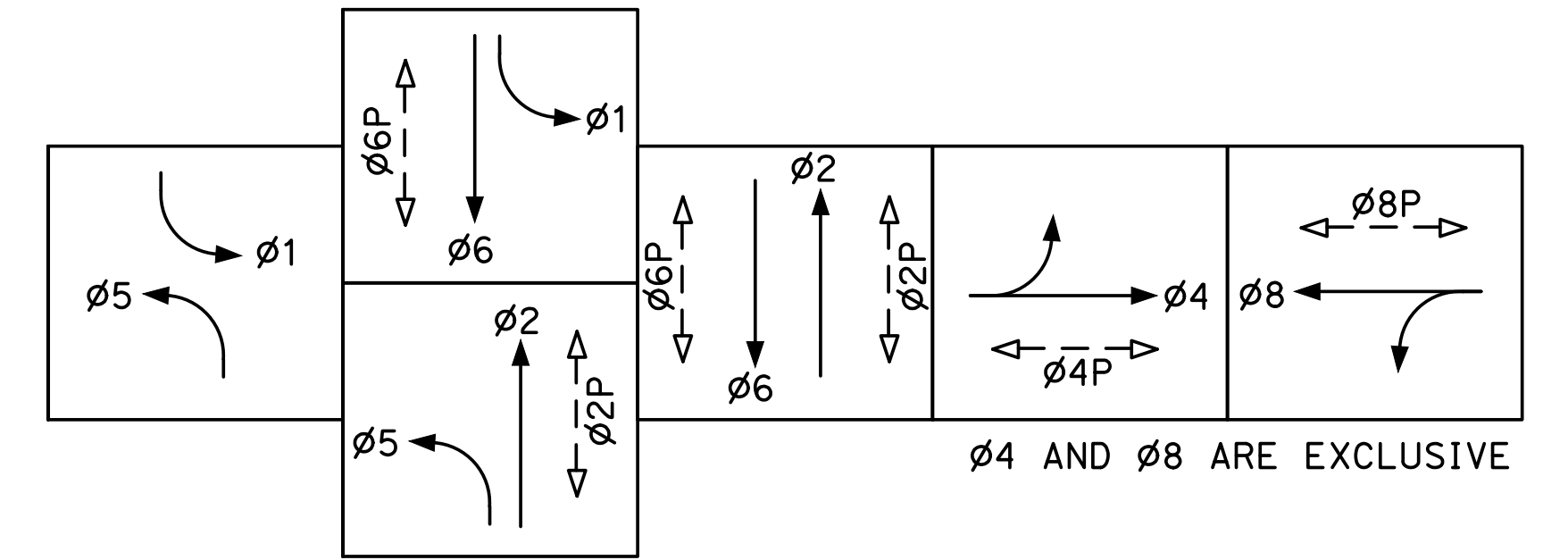
SCALE:
1" = 20'

SHEET 29 OF 47

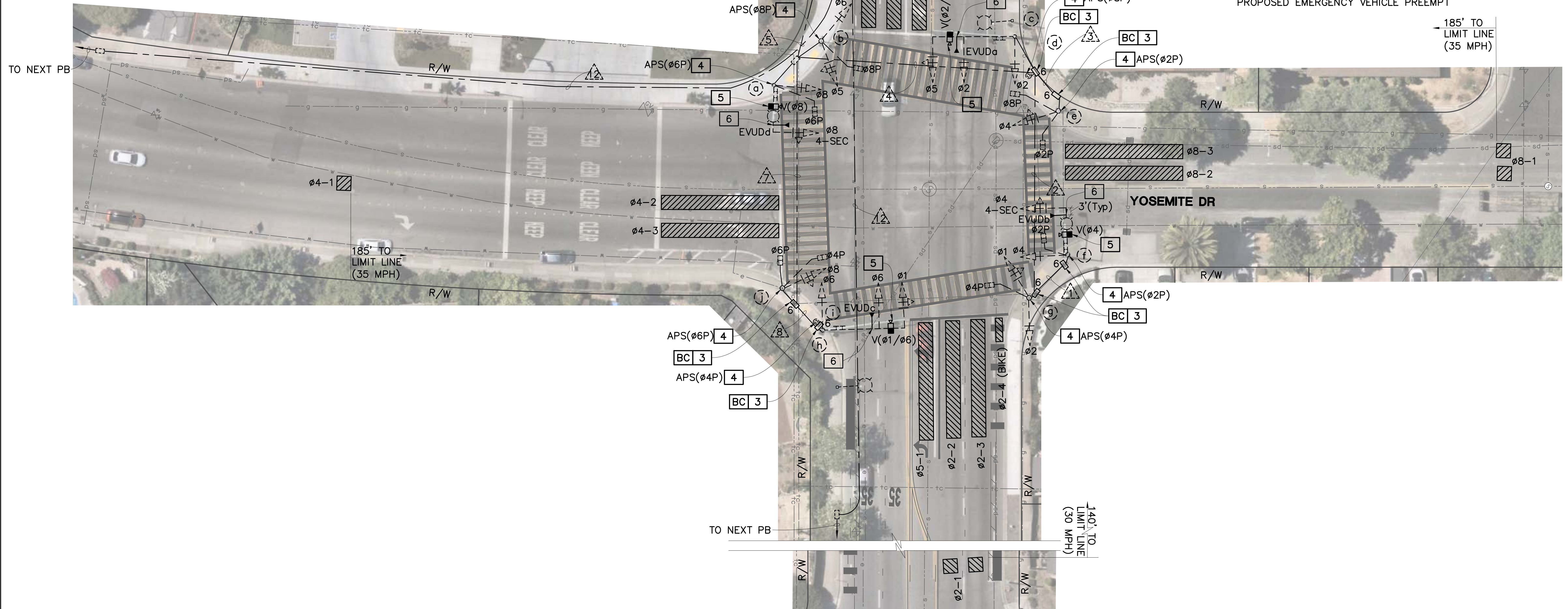
SEE SHEET E-1 FOR GENERAL NOTES AND SYMBOLS.

- 1 EXISTING TYPE P TS2 TYPE 2 CABINET WITH TRAFFICWARE COMMANDER CONTROLLER UNIT. REMOVE EXISTING ECONOLITE AUTOSCOPE CONTROL UNIT. FURNISH AND INSTALL ITERIS VANTAGE NEXT VIDEO DETECTION UNIT.
- 2 EXISTING III-BF SERVICE EQUIPMENT ENCLOSURE WITH BBS.
- 3 INSTALL PULL BOX AT THE SAME LOCATION.
- 4 REPLACE EXISTING PBA WITH NEW WAVE APS.
- 5 REPLACE EXISTING VIDEO CAMERA WITH ITERIS VANTAGE NEXT VIDEO DETECTION CAMERA.

TO PG&E SERVICE (120/240 V)
EXISTING LOAD: ±1000 W TRAFFIC SIGNAL
4 – 80 W LED LUMINAIRES



EVUDa = 02 + 05
 EVUDb = 04
 EVUDc = 01 + 06
 EVUdd = 08
 PROPOSED EMERGENCY VEHICLE PREEMPT



Designer Stamp:  03-13-2026	Record Drawings		Revisions					CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO. CIP No.4307	
	Designer:	Date:	Drawn By: AH		Date: 03/13/26	Num.		Description	Engr. Aprv.	Date	Rec. Dwg No. E-6
	Public Works Inspector:	Date:									
	Utility/Facility Dept. Head:	Date:	Checked By: AH		Date: 03/13/26						SCALE: 1" = 20'
	Project Engineer:	Date:									
	Public Improvements Initially Accepted by the City Council on:		Res. No.	Designed By: AH		Date: 03/13/26					
TRAFFIC SIGNAL MODIFICATION (S PARK VICTORIA DR AND YOSEMITE DR)											
RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026 Roberto Alonzo, P.E., Public Works Division Manager											

Logh Name: dnyah
2026 - 3:01 pm
Proj Date: 03/13/2026
Project: 2026-2027 JI-24038 - (Route 5-10) 20207_JR_001 | Existing Signal Master | Proposed Signal Master | BIR-20207_JI-24038
SHEET: BIR-20207_JI-24038 - (Route 5-10) 20207_JR_001 | Existing Signal Master | Proposed Signal Master | BIR-20207_JI-24038

CONDUIT AND CONDUCTOR SCHEDULE												
CONDUCTOR DESIGNATION	NUMBER OF CONDUCTORS											
	RUN NUMBER											
	1	2	3	4	5	6	7	8	9	10	11	12
No. 14 CONDUCTORS												
Ø1		3		3	6	6	3	3				
Ø2		3		3	3	3						
Ø4	3	3	3	3	3	3						
Ø5				3	3	3						
Ø6					3	3	3	3				
Ø8					3	3	3					
Ø2P	2	2	2	2	2	2						
Ø4P		2		2	4	4	2					
Ø6P					2	2	2					
Ø8P			2	2	2	2						
APS Ø2P	2*	2*	2*	2*	2*	2*						
APS Ø4P		2*		2*	4*	4*	2*	2*				
APS Ø6P					2*	2*	2*					
APS Ø8P					2*	2*	2*					
SPARES	3	3	3	3	6	6	3	3				
TOTAL No. 14	10	20	12	27	47	47	20	11				
APS CABLE (PED SIGNAL TO BUTTON)								1+				
No. 8 CONDUCTORS												
SIGNAL NEUTRAL	1	1	1	1	1	1	1	1				
LIGHTING (120 V)	2	2		2	4							
TOTAL No. 8	3	3	1	3	5	1	1	1				
No. 6 CONDUCTORS												
CONTROLLER SERVICE										2		
No. 4 CONDUCTORS												
PG&E SERVICE										3		
EMERGENCY VEHICLE DETECTOR CABLE	1+	1+		2+	4+	4+	1+	1+				
SIGNAL INTERCONNECT											2	1
VIDEO DETECTION CAMERA CABLE (CAT 6A)	1*	1*		2*	4*	4*	1*	1*				
NEW(N)/EXISTING(E)	E	E	E	E	E	E	E	E	E	E	E	E
CONDUIT SIZE (INCHES)	1½	2	1½	2½	3	3	2½	1½	3	1½	1½	1½
% FILL	31	22	15	22	25	22	13	10	4	8	9	4

"+" = ADD CABLE(S) TO EXISTING CONDUIT.

* REMOVE EXISTING CABLE(S) AND CONDUCTOR(S). ADD NEW CABLE(S) AND CONDUCTOR(S) AS SHOWN.

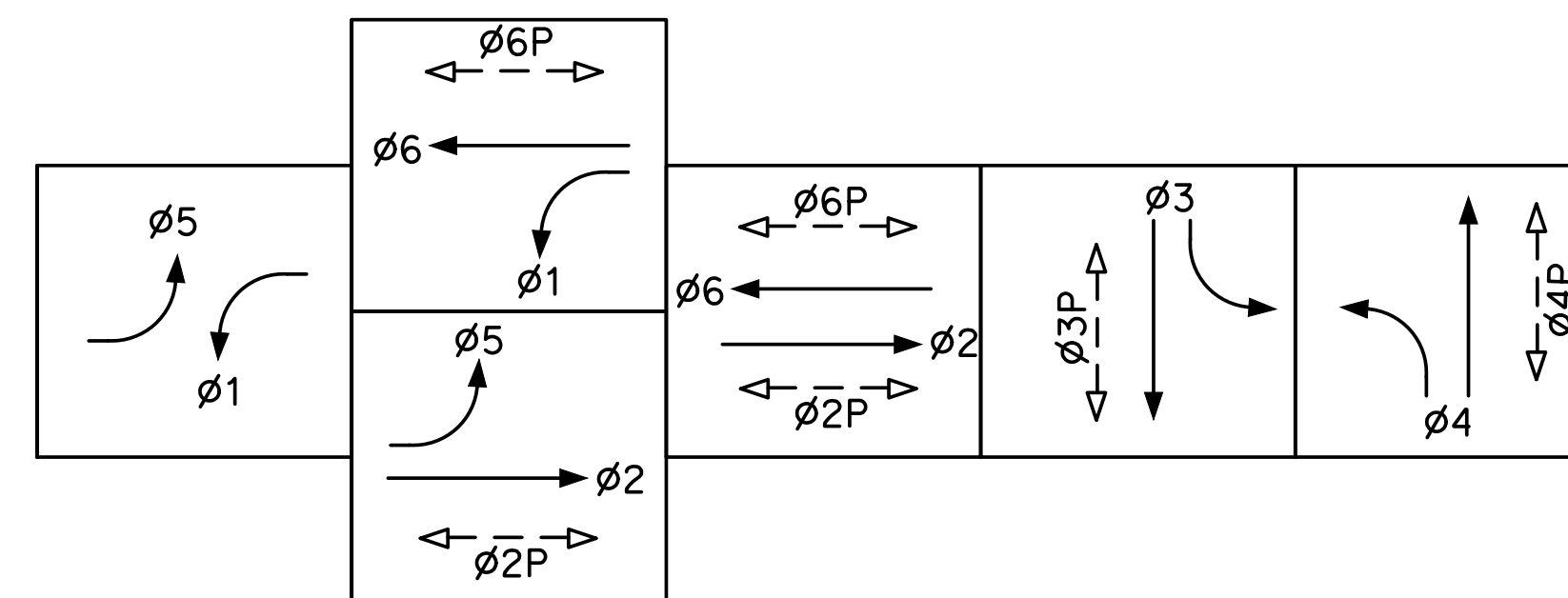
STANDARD AND EQUIPMENT SCHEDULE														
NO.	STANDARD			VEHICLE SIGNAL MOUNTING			PEDESTRIAN SIGNAL		APS		LED LUMINAIRE (WATTAGE)	REMARKS		
	TYPE	SIG. MA	LUM. MA	Ø	MASTARM	Ø	POLE	Ø	MOUNTING	Ø	ARROW			
(a)	EXISTING 17-2-70	20'	12'	8	MAS-4C	8	SV-1	6P	SP-1-T	6P	←	80	SEE NOTES 4, 5, AND 6 ON SHEET E-6.	
(b)	EXISTING 1-A					5 6	TV-2-T	8P	SP-1-T	8P	→		SEE NOTE 4 ON SHEET E-6.	
(c)	EXISTING 23-4-70	35'		2 5	MAS MAS	2	SV-1						SEE NOTES 5 AND 6 ON SHEET E-6.	
(d)	EXISTING PBA POST									8P	←		SEE NOTE 4 ON SHEET E-6.	
(e)	EXISTING 1-A					4	TV-1	2P 8P	SP-2-T	2P	→		SEE NOTE 4 ON SHEET E-6.	
(f)	EXISTING 17-2-70	20'	12'	4	MAS-4C	4	SV-1	2P	SP-1-T	2P	←	80	SEE NOTES 4, 5, AND 6 ON SHEET E-6.	
(g)	EXISTING 1-A					1 2	TV-2-T	4P	SP-1-T	4P	→		SEE NOTE 4 ON SHEET E-6.	
(h)	EXISTING 23-4-70	35'		1 6	MAS MAS	6	SV-1						SEE NOTES 5 AND 6 ON SHEET E-6.	
(i)	EXISTING PBA POST									4P	←		SEE NOTE 4 ON SHEET E-6.	
(j)	EXISTING 1-A					8	TV-1	6P 4P	SP-2-T	6P	→		SEE NOTE 4 ON SHEET E-6.	

NEW SIGNAL EQUIPMENT

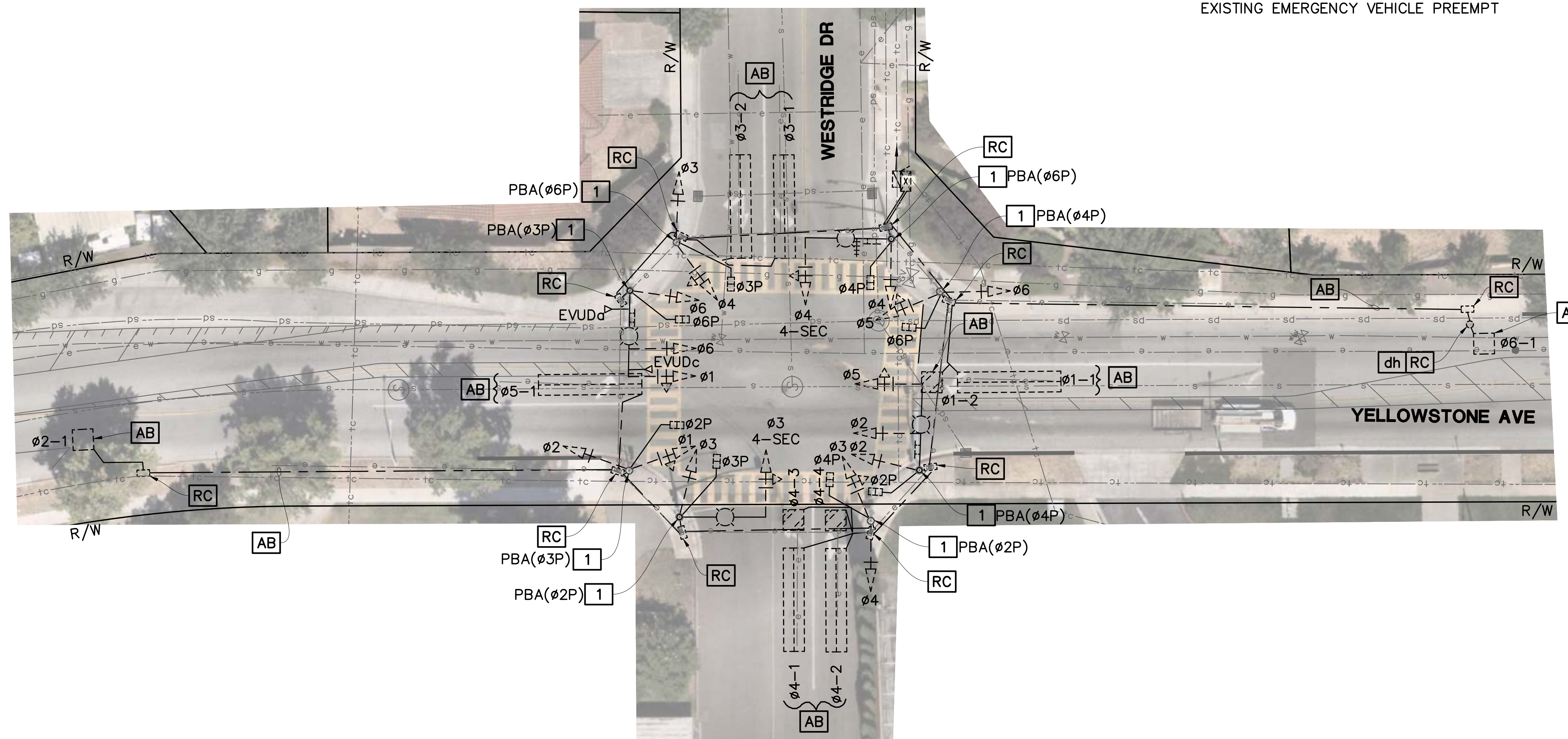
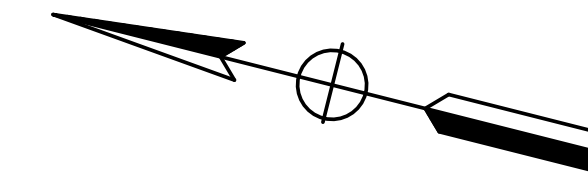
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SEE SHEET E-1 FOR GENERAL NOTES AND SYMBOLS.

1 REMOVE AND SALVAGE EXISTING PBAs.

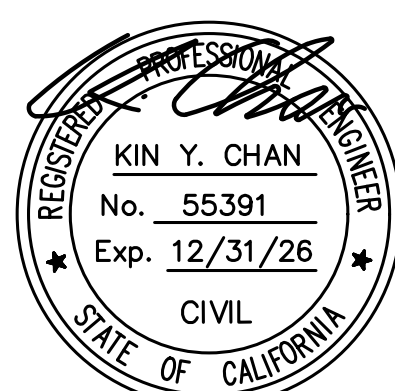


EXISTING EMERGENCY VEHICLE PREEMPT



REMOVAL PLAN

Designer Stamp:



03-13-2026

Record Drawings

Designer: _____ **Date:** _____

Public Works Inspector: _____ **Date:** _____

Utility/Facility Dept. Head: _____ **Date:** _____

Project Engineer: _____ **Date:** _____

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

Drawn By: AH Date: 03/13/26

Checked By: KYC Date: 03/13/26

Designed By: AH Date: 03/13/26

Revisions

[illegible]

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING PROJECT – 2026

TRAFFIC SIGNAL MODIFICATION
(YELLOWSTONE AVENUE AND WESTRIDGE DRIVE)

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026
Roberto Alonzo, P.E., Public Works Division Manager

PROJECT NO.	CIP No.4307
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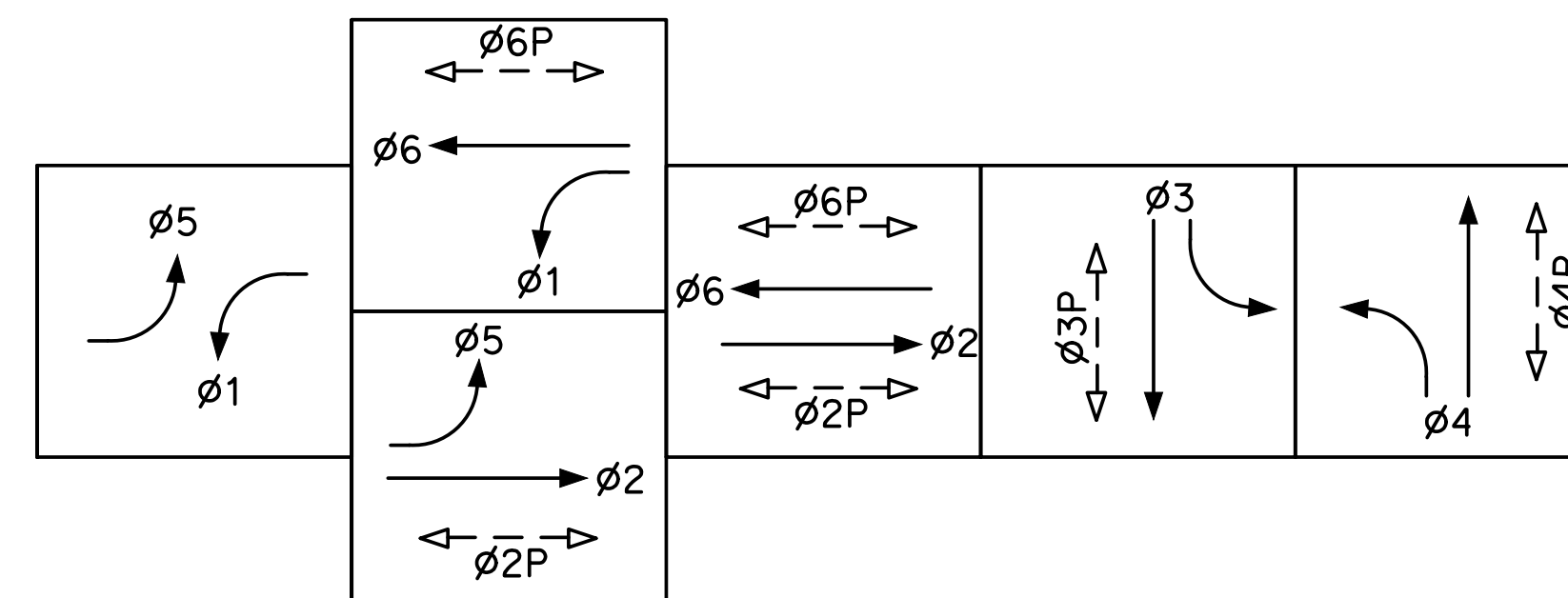
Rec. Dwg No.	E-8
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SCALE:
1" = 20'

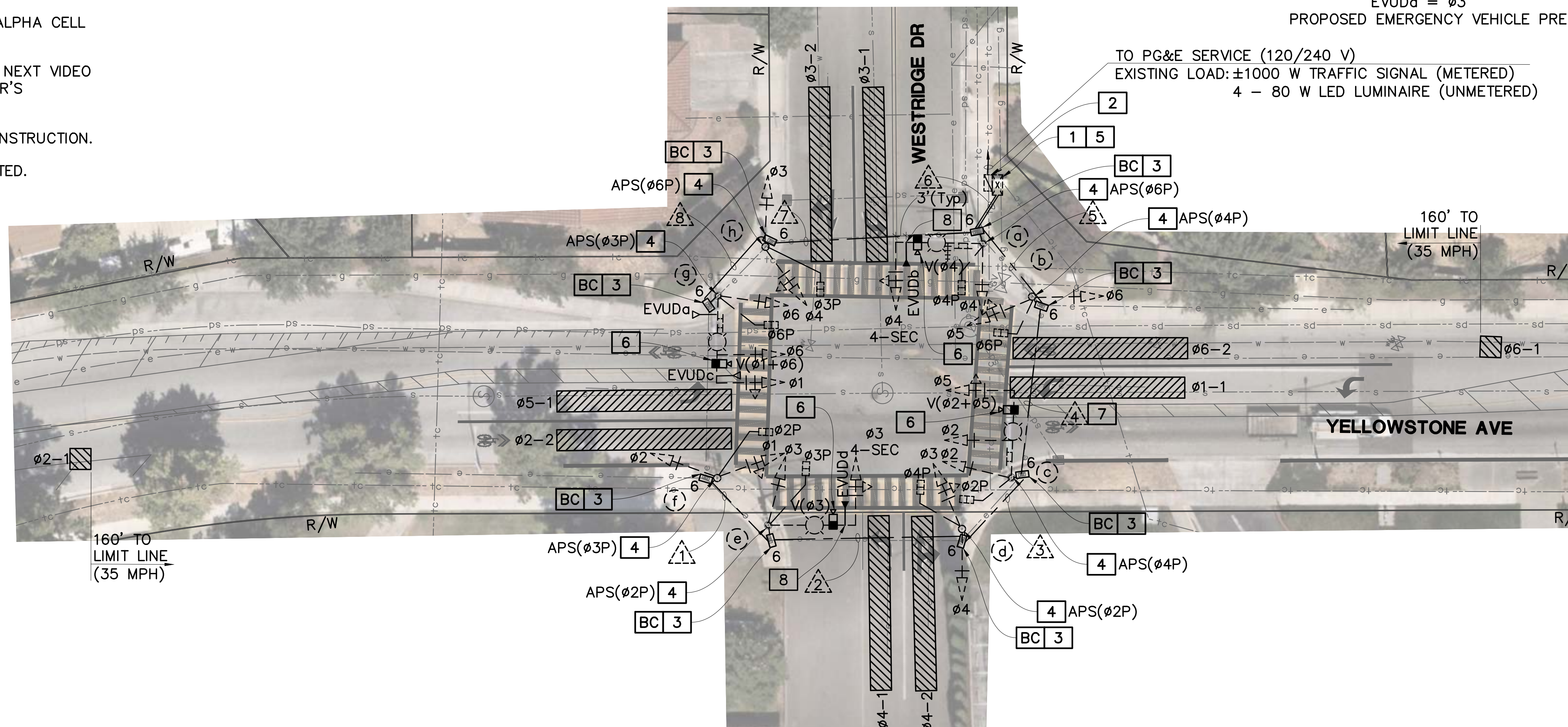
SHEET 32 OF 47

SEE SHEET E-1 FOR GENERAL NOTES AND SYMBOLS.

- 1 EXISTING TYPE P TS1 CABINET. REPLACE NAZTEC SERIES 900 CONTROLLER UNIT WITH TRAFFICWARE COMMANDER CONTROLLER UNIT WITH CUBIC TRAFFICWARE SCOUT SOFTWARE. FURNISH AND INSTALL ITERIS VANTAGE NEXT VIDEO DETECTION CONTROL UNIT.
- 2 EXISTING TYPE II SERVICE EQUIPMENT ENCLOSURE MOUNTED TO CONTROLLER CABINET.
- 3 INSTALL NEW PULL BOX AT THE SAME LOCATION.
- 4 REPLACE EXISTING PBA WITH NEW WAVE APS.
- 5 FURNISH AND INSTALL A SIDE MOUNT ALPHA CELL 240XTV BBS.
- 6 FURNISH AND INSTALL ITERIS VANTAGE NEXT VIDEO DETECTION CAMERA PER MANUFACTURER'S RECOMMENDATION.
- 7 PROTECT EXISTING CONDUIT DURING CONSTRUCTION.
- 8 INSTALL NEW EVUD ON SMA AS INDICATED.


$$\begin{aligned} \text{EVUD}_a &= \emptyset 2 + \emptyset 5 \\ \text{EVUD}_b &= \emptyset 4 \\ \text{EVUD}_c &= \emptyset 1 + \emptyset 6 \\ \text{EVUD}_d &= \emptyset 3 \end{aligned}$$

PROPOSED EMERGENCY VEHICLE PREEMPT



Designer Stamp:  03-13-2026	Record Drawings		Revisions					CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO. CIP No.4307
	Designer: Date:	Drawn By: AH Date: 03/13/26	Num. △	Description	Engr. Aprv.	Date		STREET RESURFACING PROJECT –2026		Rec. Dwg No. E-9
	Public Works Inspector: Date:	Checked By: KYC Date: 03/13/26						TRAFFIC SIGNAL MODIFICATION (YELLOWSTONE AVENUE AND WESTRIDGE DRIVE)		SCALE: 1" = 20'
	Utility/Facility Dept. Head: Date:	Designed By: AH Date: 03/13/26						RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026		SHEET 33 OF 47
	Project Engineer: Date:							Roberto Alonzo, P.E., Public Works Division Manager		
Public Improvements Initially Accepted by the City Council on: Rec. No.:										

Logix Name: dmyah 2026 - 2:01 pm
Proj. Title: Street Resurfacing
Proj. No: 2026-0001
Drawn By: KIN Y. CHAN
Checked By: KYC
Designed By: AH
Date: 03/13/26
Scale: NO SCALE
Sheet: 34 of 47
City of Milpitas
Engineering Division
Traffic Signal Modification
Yellowstone Avenue and Westridge Drive
Project No. 4307
Drawn By: KIN Y. CHAN
Checked By: KYC
Designed By: AH
Date: 03/13/26
Scale: NO SCALE
Sheet: 34 of 47

CONDUIT AND CONDUCTOR SCHEDULE									
CONDUCTOR DESIGNATION	NUMBER OF CONDUCTORS								
	RUN NUMBER								
	1	2	3	4	5	6	7	8	
No. 14 CONDUCTORS									
Ø1	3	3	3	3	3	6	3	3	
Ø2	3	3	3	3	3	3			
Ø3		3	3	3	3	6	3		
Ø4			3	3	3	3	3		
Ø5				3	3	3			
Ø6					3	6	3	3	
Ø2P	2	2	2	2	2	2			
Ø3P		2	2	2	2	4	2		
Ø4P			2	2	2	2			
Ø6P					2	4	2	2	
APS Ø2P		2*	2*	2*	2*	2*			
APS Ø3P	2*	2*	2*	2*	2*	4*	2*	2*	
APS Ø4P				2*	2*	2*			
APS Ø6P						2*	2*		
SPARES	3	3	3	3	3	6	3	3	
TOTAL No. 14	13	20	25	30	35	55	23	13	
APS CABLE (PED SIGNAL TO BUTTON)	2+		2+		2+			2+	
No. 8 CONDUCTORS									
SIGNAL NEUTRAL	1	1	1	1	1	1	1	1	
LIGHTING (120 V)		2	2	2	2	4	2	2	
TOTAL No. 8	1	3	3	3	3	5	3	3	
VIDEO DETECTION CAMERA CABLE (CAT 6A)	1*	1*	2*	2*	4*	1*	1*		
EMERGENCY VEHICLE DETECTOR CABLE		1+	1+	1+	1+	2+ 2	2	2	
NEW(N)/EXISTING(E)	E	E	E	E	E	E	E	E	
CONDUIT SIZE (INCHES)	2	2	3	3	3	2½, 3	2½	2	
% FILL	13	22	13	14	17	17	18	23	

"+" = ADD CABLE(S) TO Exist CONDUIT.

* REMOVE EXISTING CABLE(S) AND CONDUCTOR(S). ADD NEW CABLE(S) AND CONDUCTOR(S) AS SHOWN.

STANDARD AND EQUIPMENT SCHEDULE													
NO.	STANDARD			VEHICLE SIGNAL MOUNTING			PEDESTRIAN SIGNAL		APS		LED LUMINAIRE (WATTAGE)	REMARKS	
	TYPE	SIG. MA	LUM. MA	Ø	MASTARM	Ø	POLE	Ø	MOUNTING	Ø	ARROW		
(a)	EXISTING 19-2-70	25'	12'	4	MAS-4C	4	SV-1-T	4P	SP-1-T	6P	←	80	SEE NOTES 4, 6, AND 8 ON SHEET E-9.
(b)	EXISTING 1-B					5 6	TV-2-T	6P	SP-1-T	4P	→		SEE NOTE 4 ON SHEET E-9.
(c)	EXISTING 17-3-80	20'	12'	2 5	MAS MAS	2	SV-1-T	2P	SP-1-T	4P	←	80	SEE NOTES 4 AND 6 ON SHEET E-9.
(d)	EXISTING 1-B					3 4	TV-2-T	4P	SP-1-T	2P	→		SEE NOTE 4 ON SHEET E-9.
(e)	EXISTING 19-2-70	25'	12'	3	MAS-4C	3	SV-1-T	3P	SP-1-T	2P	←	80	SEE NOTES 4, 6, AND 8 ON SHEET E-9.
(f)	EXISTING 1-B					1 2	TV-2-T	2P	SP-1-T	3P	→		SEE NOTE 4 ON SHEET E-9.
(g)	EXISTING 17-3-80	20'	12'	1 6	MAS MAS	6	SV-1-T	6P	SP-1-T	3P	←	80	SEE NOTES 4 AND 6 ON SHEET E-9.
(h)	EXISTING 1-B					3 4	TV-2-T	3P	SP-1-T	6P	→		SEE NOTE 4 ON SHEET E-9.

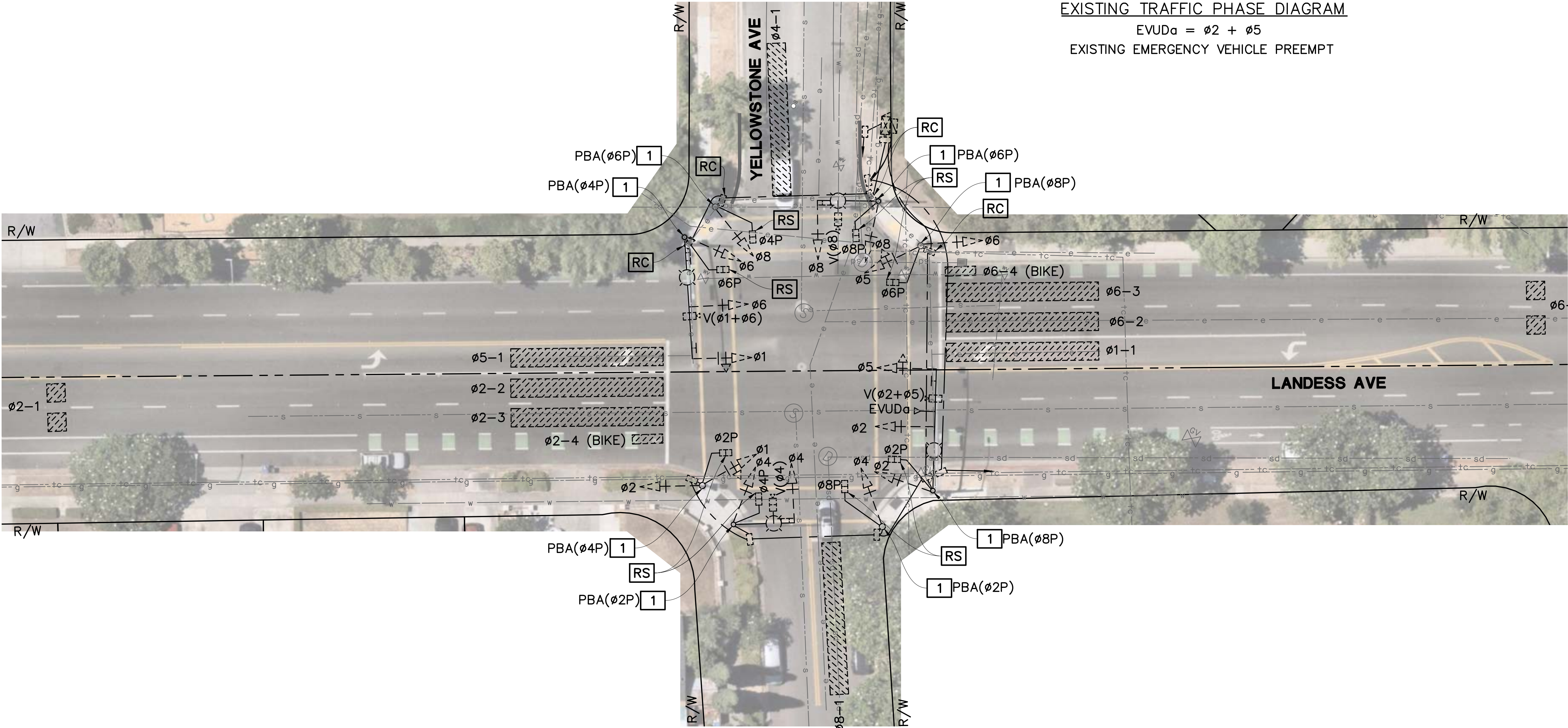
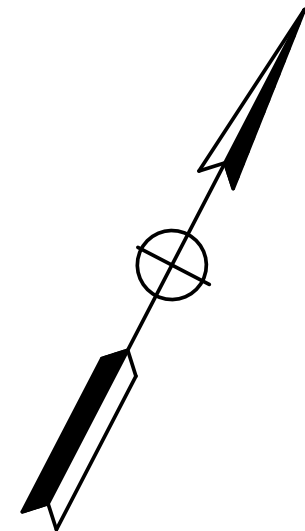
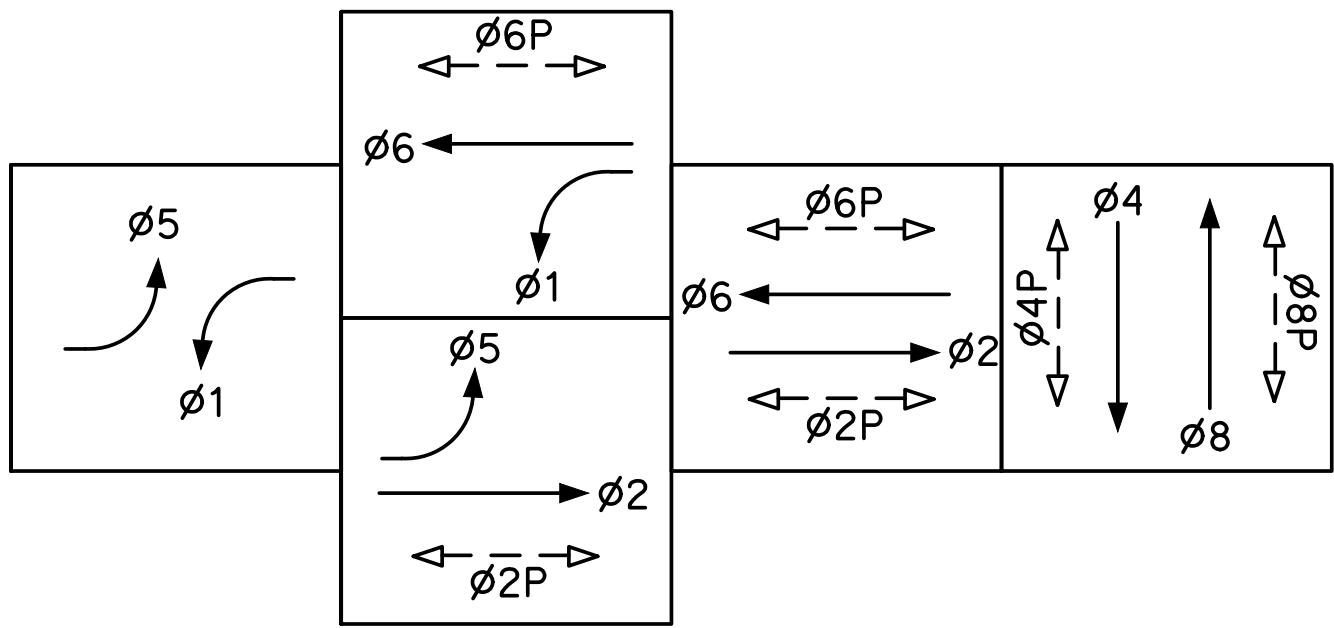
NEW SIGNAL EQUIPMENT

Designer Stamp:  03-13-2026	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>AH</u> Date: <u>03/13/26</u> Checked By: <u>KYC</u> Date: <u>03/13/26</u> Designed By: <u>AH</u> Date: <u>03/13/26</u>	Revisions					CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO. CIP No.4307
			Num. Description Engr. Aprv. Date					STREET RESURFACING PROJECT -2026		Rec. Dwg No. E-10
								TRAFFIC SIGNAL MODIFICATION (YELLOWSTONE AVENUE AND WESTRIDGE DRIVE)		SCALE: NO SCALE
								RECOMMENDED FOR BIDDING BY: <u>Roberto Alonzo</u> DATE: <u>03/16/2026</u>		SHEET <u>34</u> OF <u>47</u>
								Roberto Alonzo, P.E., Public Works Division Manager		

NOTE:
SEE SHEET E-1 FOR GENERAL NOTES AND SYMBOLS.

LEGEND (FOR THIS SHEET ONLY):

1 REMOVE AND SALVAGE EXISTING PBAs.



REMOVAL PLAN

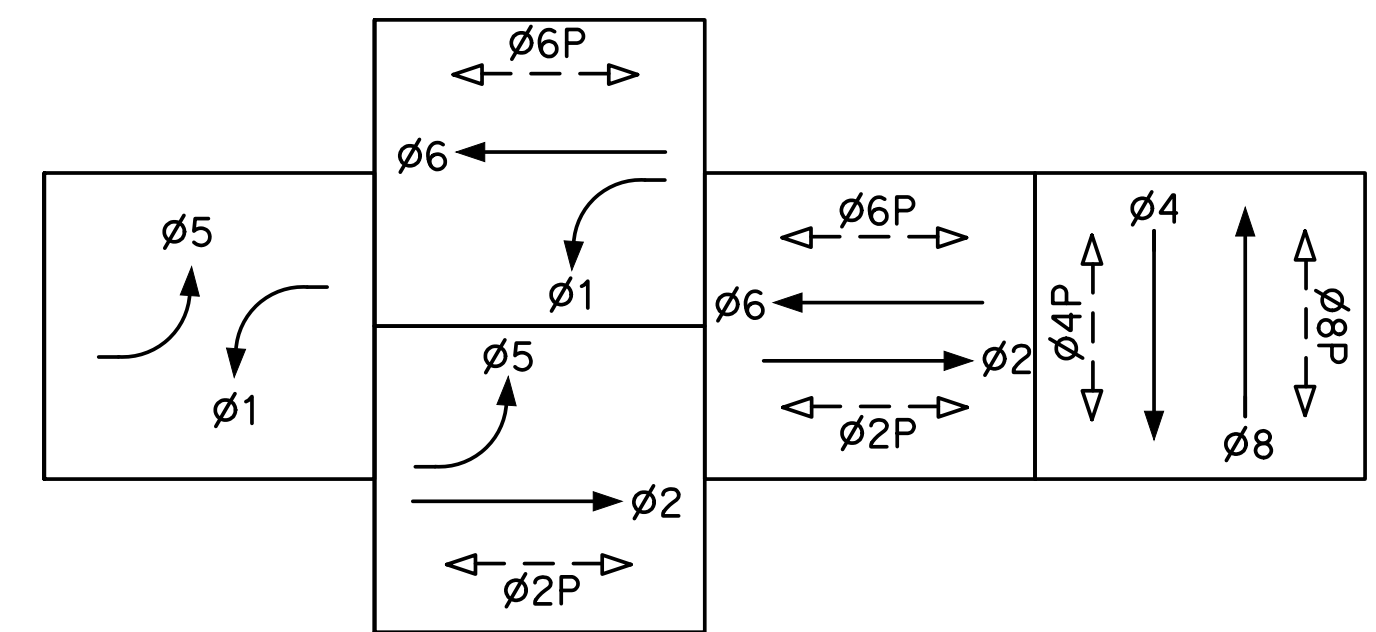
Designer Stamp: 03-13-2026	Record Drawings		Revisions <table><thead><tr><th>Num.</th><th>Description</th><th>Engr. Aprv.</th><th>Date</th></tr></thead><tbody><tr><td>△</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></tbody></table>	Num.	Description	Engr. Aprv.	Date	△																CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO. CIP No.4307
	Num.	Description		Engr. Aprv.	Date																					
	△																									
Designer: _____ Date: _____	Public Works Inspector: _____ Date: _____	Drawn By: <u>AH</u> Date: <u>03/13/26</u>	STREET RESURFACING PROJECT –2026		Rec. Dwg No. E-11																					
Utility/Facility Dept. Head: _____ Date: _____		Checked By: <u>KYC</u> Date: <u>03/13/26</u>	TRAFFIC SIGNAL MODIFICATION (YELLOWSTONE AVENUE AND LANDESS AVENUE)		SCALE: 1" = 20'																					
Project Engineer: _____ Date: _____		Designed By: <u>AH</u> Date: <u>03/13/26</u>	RECOMMENDED FOR BIDDING BY: <u>Roberto Alonzo</u> DATE: <u>03/16/2026</u>			SHEET 35 OF 47																				
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____			Roberto Alonzo, P.E., Public Works Division Manager																							

Logix Name: dmyah
Date: 2026-03-13 10:02 am
File Path: P:\Projects\2026\STREET RESURFACING\2026\04 - E-1 - ELECTRICAL SHEETS.dwg
User: KIN Y. CHAN
Printer: HP DesignJet T110
Plots: BPP-2007P_JL-24x36 - (Scale: 1"=10') 25/07_26_03_13_10
BPP-2007P_JL-24x36 - (Scale: 1"=10') 25/07_26_03_13_10
BPP-2007P_JL-24x36 - (Scale: 1"=10') 25/07_26_03_13_10
BPP-2007P_JL-24x36 - (Scale: 1"=10') 25/07_26_03_13_10

SEE SHEET E-1 FOR GENERAL NOTES AND SYMBOLS.

1 EXISTING TYPE P TS1 CABINET WITH TRAFFICWARE
COMMANDER CONTROLLER UNIT.

2. EXISTING TYPE II SERVICE EQUIPMENT ENCLOSURE MOUNTED TO CONTROLLER CABINET.
3. INSTALL NEW PULL BOX AT THE SAME LOCATION.
4. REPLACE EXISTING PBA WITH NEW WAVE APS.
5. FURNISH AND INSTALL A SIDE MOUNT ALPHA CELL 240XTV BBS.
6. REPLACE EXISTING NON-COUNTDOWN PEDESTRIAN SIGNAL HEAD WITH COUNTDOWN PEDESTRIAN SIGNAL HEAD.
7. INSTALL NEW EVUD ON SMA AS INDICATED.


$$\text{EVUDa} = \phi 2 + \phi 5$$

EVUDb = Ø4

$$EVUD_c = \phi_1 + \phi_6$$

EVUDd = Ø8

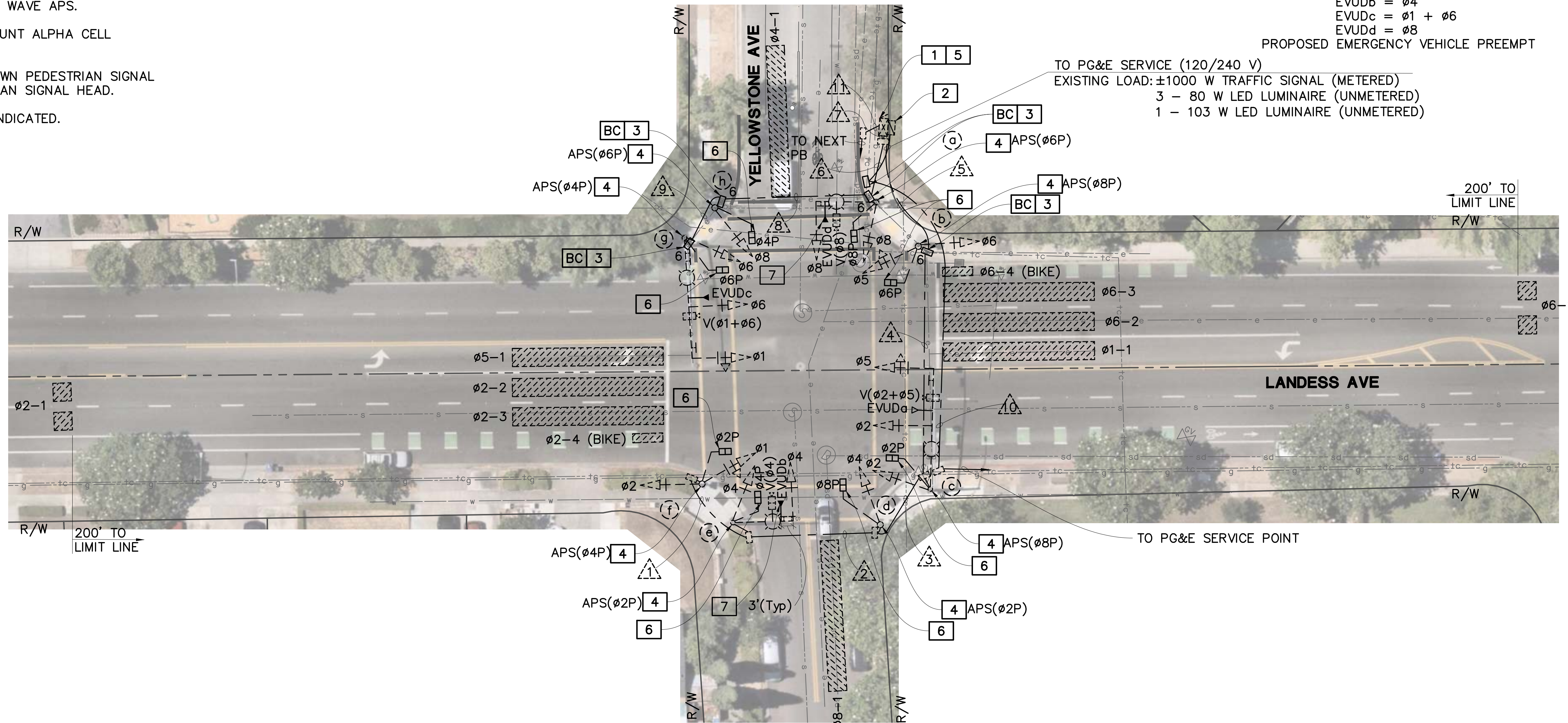
PROPOSED EMERGENCY VEHICLE PREEMPT

TO PG&E SERVICE (120/240 V)

EXISTING LOAD: ± 1000 W TRAFFIC SIGNAL (METERED)

3 - 80 W LED LUMINAIRE (UNMETERED)

1 - 103 W LED LUMINAIRE (UNMETERED)



REGISTERED PROFESSIONAL ENGINEER
KIN Y. CHAN
No. 55391
Exp. 12/31/26
CIVIL
STATE OF CALIFORNIA

Record Drawings

Designer: _____ **Date:** _____

Public Works Inspector: _____ **Date:** _____

Utility/Facility Dept. Head: _____ **Date:** _____

Project Engineer: _____ **Date:** _____

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

Drawn By: AH Date: 03/13/26

Checked By: KYC Date: 03/13/26

Designed By: AH Date: 03/13/26

Revisions

[illegible]

CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING PROJECT – 2026

TRAFFIC SIGNAL MODIFICATION
(YELLOWSTONE AVENUE AND LANDESS AVENUE)

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026
Roberto Alonzo, P.E., Public Works Division Manager

PROJECT NO.
CIP No.4307

Rec. Dwg No.
E-12

SCALE:
1" = 20'

SHEET 36 OF 47

Logix Name: dmyah
Logix Title: dmyah
Logix Date: 03/13/2026
Logix User: dmyah
Logix Project: 2026 - 2026
Logix Sheet: 03-13-2026
Logix File: 2026-2026
Logix Path: 2026-2026
Logix Name: dmyah
Logix Title: dmyah
Logix Date: 03/13/2026
Logix User: dmyah
Logix Project: 2026 - 2026
Logix Sheet: 03-13-2026
Logix File: 2026-2026
Logix Path: 2026-2026

CONDUIT AND CONDUCTOR SCHEDULE													
CONDUCTOR DESIGNATION	NUMBER OF CONDUCTORS												
	RUN NUMBER												
	1	2	3	4	5	6	7	8	9	10	11	12	13
No. 14 CONDUCTORS													
Ø1	3	3	3	3	3	3	6	3	3				
Ø2	3	3	3	3	3		3						
Ø4		3	3	3	3		3						
Ø5				3	3		3						
Ø6					3	3	6	3	3				
Ø8						3	3	3					
Ø2P	2	2	2	2	2		2						
Ø4P		2	2	2	2	2	4	2					
Ø6P					2	2	4	2	2				
Ø8P			2	2	2	2	2						
APS Ø2P		2*	2*	2*	2*		2*						
APS Ø4P	2*	2*	2*	2*	2*	2*	4*	2*	2*				
APS Ø6P						2*	2*	2*					
APS Ø8P				2*	2*		2*						
SPARES	3	3	3	3	3	3	6	3	3				
TOTAL No. 14	13	20	22	27	32	22	52	20	13				
APS CABLE (PED SIGNAL TO BUTTON)	2+	2+	2+	2+	2+	2+	2+	2+	2+				
No. 8 CONDUCTORS													
SIGNAL NEUTRAL	1	1	1	1	1	1	1	1	1				
LIGHTING (120 V)		2	2	2	2	2	4	2	2				
TOTAL No. 8	1	3	3	3	3	3	5	3	3				
No. 4 CONDUCTORS													
PG&E SERVICE										3			
SIGNAL INTERCONNECT													1
VIDEO DETECTION CAMERA CABLE (CAT 6A)	1	1	2	2	2	4	1	1					
EMERGENCY VEHICLE DETECTOR CABLE	1+	1+	1+	1+	1+	2+	1+	3+	1+	1+			
NEW(N)/EXISTING(E)	E	E	E	E	E	E	E	E	E	E	E	E	E
CONDUIT SIZE (INCHES)	2	2½	2½	3	3½	2½	2-3"	2½	2½	1½	2		
% FILL	13	16	19	14	13	19	13	16	15	16	5		

"+" = ADD CABLE(S) TO Exist CONDUIT.

* REMOVE EXISTING CABLE(S) AND CONDUCTOR(S). ADD NEW CABLE(S) AND CONDUCTOR(S) AS SHOWN.

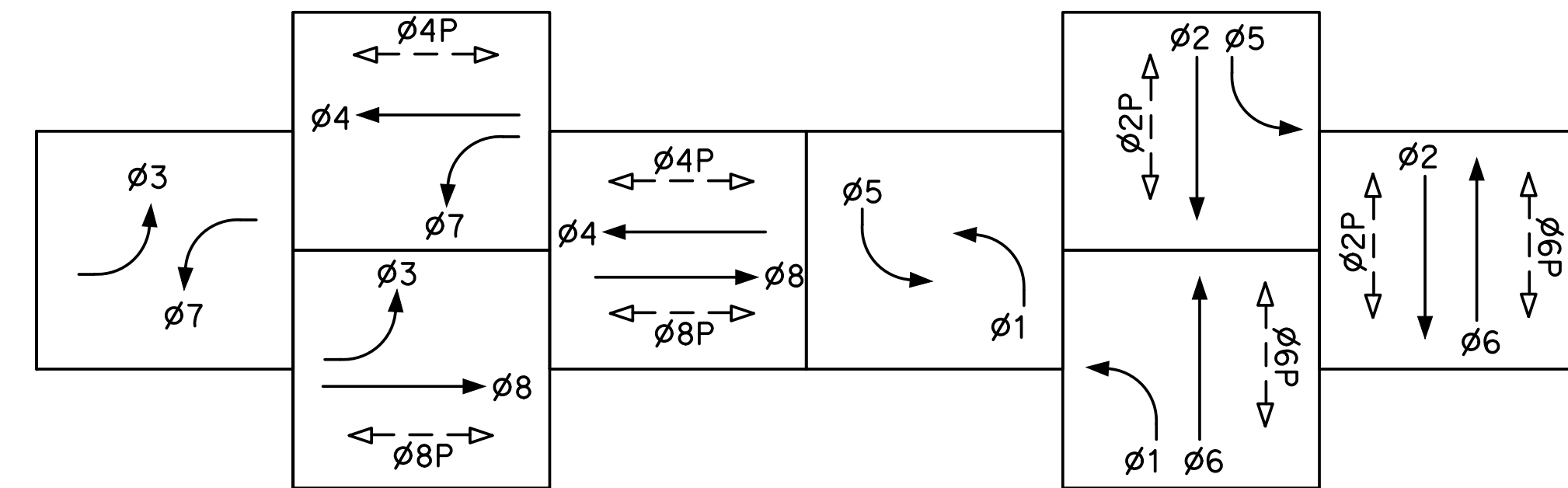
STANDARD AND EQUIPMENT SCHEDULE														
NO.	STANDARD			VEHICLE SIGNAL MOUNTING			PEDESTRIAN SIGNAL		APS		LED LUMINAIRE (WATTAGE)	REMARKS		
	TYPE	SIG. MA	LUM. MA	Ø	MASTARM	Ø	POLE	Ø	MOUNTING	Ø	ARROW			
(a)	EXISTING 17B-2-70	20'	12'	8	MAS	8	SV-1-T	8P	SP-1-T	6P	←	103	SEE NOTES 4, 6, AND 7 ON SHEET E-12.	
(b)	EXISTING 1-B					5 6	TV-2-T	6P	SP-1-T	8P	→		SEE NOTES 4 AND 6 ON SHEET E-12.	
(c)	EXISTING 26-4-70	40'	15'	2 5	MAS MAS	2	SV-1-T	2P	SP-1-T	8P	←	80	SEE NOTES 4 AND 6 ON SHEET E-12.	
(d)	EXISTING 1-B					4	TV-1-T	8P	SP-1-T	2P	→		SEE NOTES 4 AND 6 ON SHEET E-12.	
(e)	EXISTING 17B-2-70	20'	12'	4	MAS	4	SV-1-T	4P	SP-1-T	2P	←	80	SEE NOTES 4, 6, AND 7 ON SHEET E-12.	
(f)	EXISTING 1-B					1 2	TV-2-T	2P	SP-1-T	4P	→		SEE NOTES 4 AND 6 ON SHEET E-12.	
(g)	EXISTING 26-4-70	40'	15'	1 6	MAS MAS	6	SV-1-T	6P	SP-1-T	4P	←	80	SEE NOTES 4 AND 6 ON SHEET E-12.	
(h)	EXISTING 1-B					8	TV-1-T	4P	SP-1-T	6P	→		SEE NOTES 4 AND 6 ON SHEET E-12.	

NEW SIGNAL EQUIPMENT

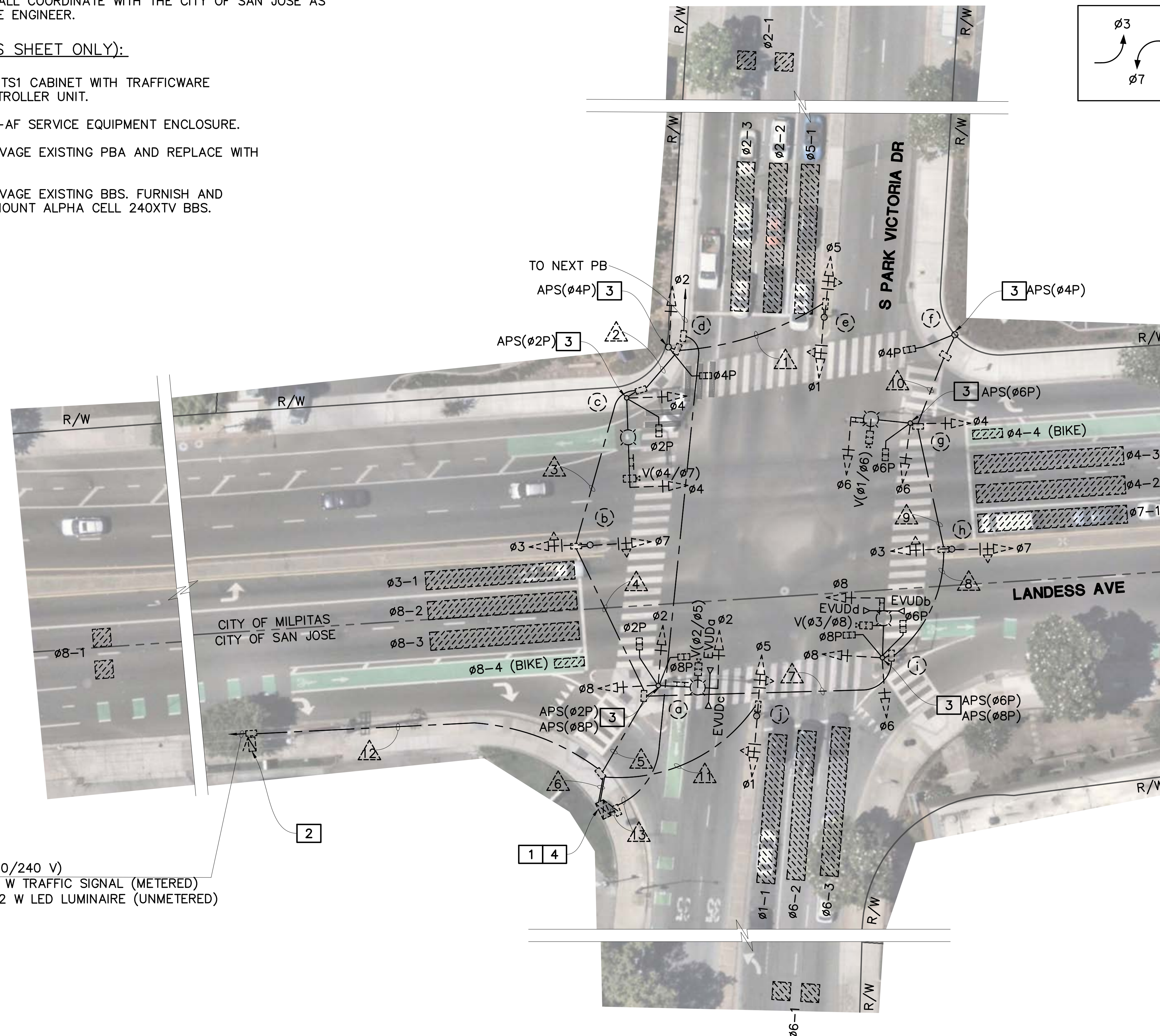
Designer Stamp:  03-13-2026	Record Drawings Designer: _____ Date: _____ Public Works Inspector: _____ Date: _____ Utility/Facility Dept. Head: _____ Date: _____ Project Engineer: _____ Date: _____ Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____	Drawn By: <u>AH</u> Date: <u>03/13/26</u> Checked By: <u>KYC</u> Date: <u>03/13/26</u> Designed By: <u>AH</u> Date: <u>03/13/26</u>	Revisions <table><tr><th>Num.</th><th>Description</th><th>Engr. Aprv.</th><th>Date</th></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></table>	Num.	Description	Engr. Aprv.	Date	△																																					CITY OF MILPITAS ENGINEERING DIVISION STREET RESURFACING PROJECT -2026 TRAFFIC SIGNAL MODIFICATION (YELLOWSTONE AVENUE AND LANDESS AVENUE) RECOMMENDED FOR BIDDING BY: <u>Roberto Alonzo</u> DATE: <u>03/16/2026</u> Roberto Alonzo, P.E., Public Works Division Manager	PROJECT NO. CIP No.4307 Rec. Dwg No. E-13 SCALE: NO SCALE SHEET 37 OF 47
Num.	Description	Engr. Aprv.	Date																																											
△																																														

1. SEE SHEET E-1 FOR GENERAL NOTES AND SYMBOLS.
2. CONTRACTOR SHALL COORDINATE WITH THE CITY OF SAN JOSE AS DIRECTED BY THE ENGINEER.

- 1 EXISTING TYPE P TS1 CABINET WITH TRAFFICWARE COMMANDER CONTROLLER UNIT.
- 2 EXISTING TYPE III-AF SERVICE EQUIPMENT ENCLOSURE.
- 3 REMOVE AND SALVAGE EXISTING PBA AND REPLACE WITH NEW WAVE APS.
- 4 REMOVE AND SALVAGE EXISTING BBS. FURNISH AND INSTALL A SIDE MOUNT ALPHA CELL 240XTV BBS.



(NO CHANGE)
EVUDa = $\phi 2 + \phi 5$
EVUDb = $\phi 4 + \phi 7$
EVUDc = $\phi 1 + \phi 6$
EVUDd = $\phi 3 + \phi 8$
EXISTING EMERGENCY VEHICLE PREEMPT



TO PG&E SERVICE (120/240 V)
EXISTING LOAD: ±1000 W TRAFFIC SIGNAL (METERED)
4 – 82 W LED LUMINAIRE (UNMETERED)

Designer Stamp: 03-13-2026	Record Drawings		Revisions				 CITY OF MILPITAS ENGINEERING DIVISION	PROJECT NO. CIP No.4307	
	Designer: _____ Date: _____	Drawn By: <u>AH</u> Date: <u>03/13/26</u>	Num.	Description	Engr. Aprv.	Date		Rec. Dwg No. E-14	
	Public Works Inspector: _____ Date: _____								
	Utility/Facility Dept. Head: _____ Date: _____	Checked By: <u>KYC</u> Date: <u>03/13/26</u>							
	Project Engineer: _____ Date: _____								
	Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____	Designed By: <u>AH</u> Date: <u>03/13/26</u>							
STREET RESURFACING PROJECT –2026 TRAFFIC SIGNAL MODIFICATION (S PARK VICTORIA DR AND LANDESS AVENUE)								SCALE: 1" = 20'	
RECOMMENDED FOR BIDDING BY: <u>Roberto Alonzo</u> DATE: <u>03/16/2026</u> Roberto Alonzo, P.E., Public Works Division Manager								SHEET <u>38</u> OF <u>47</u>	

CONDUIT AND CONDUCTOR SCHEDULE														
CONDUCTOR DESIGNATION	NUMBER OF CONDUCTORS													
	RUN NUMBER													
	1	2	3	4	5	6	7	8	9	10	11	12	13	
No. 14 CONDUCTORS														
Ø1	3	3	3	3	3	6					3			
Ø2		3	3	3	3	3								
Ø3				3	6	3	3							
Ø4			3	3	6	6	3	3	3					
Ø5	3	3	3	3	3	6					3			
Ø6					3	3	3	3	3					
Ø7				3	6	6	3	3						
Ø8					3	3	3							
Ø2P			2	2	2	2								
Ø4P		2	2	2	4	4	2	2	2	2				
Ø6P					2	2	2	2	2					
Ø8P					2	2	2							
APS Ø2P			2*	2*	2*	2*								
APS Ø4P		2*	2*	2*	4*	4*	2*	2*	2*	2*				
APS Ø6P					2*	2*	2*	2*	2*					
APS Ø8P					2*	2*	2*							
SPARES	3	3	3	3	6	6	3	3	3	3	3			
TOTAL No. 14	9	16	23	29	59	65	30	23	17	7	9			
No. 8 CONDUCTORS														
SIGNAL NEUTRAL	1	1	1	1	1	1	1	1	1	1	1			
LIGHTING (120 V)			2	2	4		2	2	2			2		
TOTAL No. 8	1	1	3	3	5	1	3	3	3	1	1	2		
No. 6 CONDUCTORS														
CONTROLLER SERVICE						2						2		
VIDEO DETECTION CAMERA CABLE (CAT 6A)			1	1	4	4	2	1	1					
EMERGENCY VEHICLE DETECTOR CABLE					4	4	2							
SIGNAL INTERCONNECT													1	
NEW(N)/EXISTING(E)	E	E	E	E	E	E	E	E	E	E	E	E	E	
CONDUIT SIZE (INCHES)	2	1½	2½	2½	2-3"	2-3"	3	2½	2½	1½	2	1½	2	
% FILL	7	19	15	18	14	15	15	15	13	10	7	14	5	

* REMOVE EXISTING CABLE(S) AND CONDUCTOR(S). ADD NEW CABLE(S) AND CONDUCTOR(S) AS SHOWN.

STANDARD AND EQUIPMENT SCHEDULE													
NO.	STANDARD			VEHICLE SIGNAL MOUNTING				PEDESTRIAN SIGNAL		APS		LED LUMINAIRE (WATTAGE)	REMARKS
	TYPE	SIG. MA	LUM. MA	Ø	MASTARM	Ø	POLE	Ø	MOUNTING	Ø	ARROW		
(a)	EXISTING SIGNAL STANDARD	20'	10'	2	MAT	2 8	SV-2A	2P 8P	SP-1 SP-1	2P 8P	 	82	SEE NOTE 3 ON SHEET E-14.
(b)	EXISTING 1-B					3 7	LT-2-T						EXISTING SIGNAL EQUIPMENT TO REMAIN.
(c)	EXISTING SIGNAL STANDARD	30'	12'	4	MAT	4	SV-1	2P	SP-1	2P		82	SEE NOTE 3 ON SHEET E-14.
(d)	EXISTING 1-B					2	TV-1	4P	SP-1	4P			SEE NOTE 3 ON SHEET E-14.
(e)	EXISTING 1-B					1 5	LT-2-T						EXISTING SIGNAL EQUIPMENT TO REMAIN.
(f)	EXISTING 1-B							4P	TP-1	4P			SEE NOTE 3 ON SHEET E-14.
(g)	EXISTING 17-1-70	20'	10'	6	MAT	4 6	SV-2A	6P	SP-1	6P		82	SEE NOTE 3 ON SHEET E-14.
(h)	EXISTING 1-B					3 7	LT-2-T						EXISTING SIGNAL EQUIPMENT TO REMAIN.
(i)	EXISTING SIGNAL STANDARD	20'	10'	8	MAT	6 8	SV-2-TA	6P 8P	SP-1 SP-1	6P 8P	 	82	SEE NOTE 3 ON SHEET E-14.
(j)	EXISTING 1-B					1 5	LT-2-T						EXISTING SIGNAL EQUIPMENT TO REMAIN.

 NEW SIGNAL EQUIPMENT

REGISTERED PROFESSIONAL ENGINEER
KIN Y. CHAN
No. 55391
Exp. 12/31/26
CIVIL
STATE OF CALIFORNIA

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.** _____

Designed By: AH Date: 03/13/26

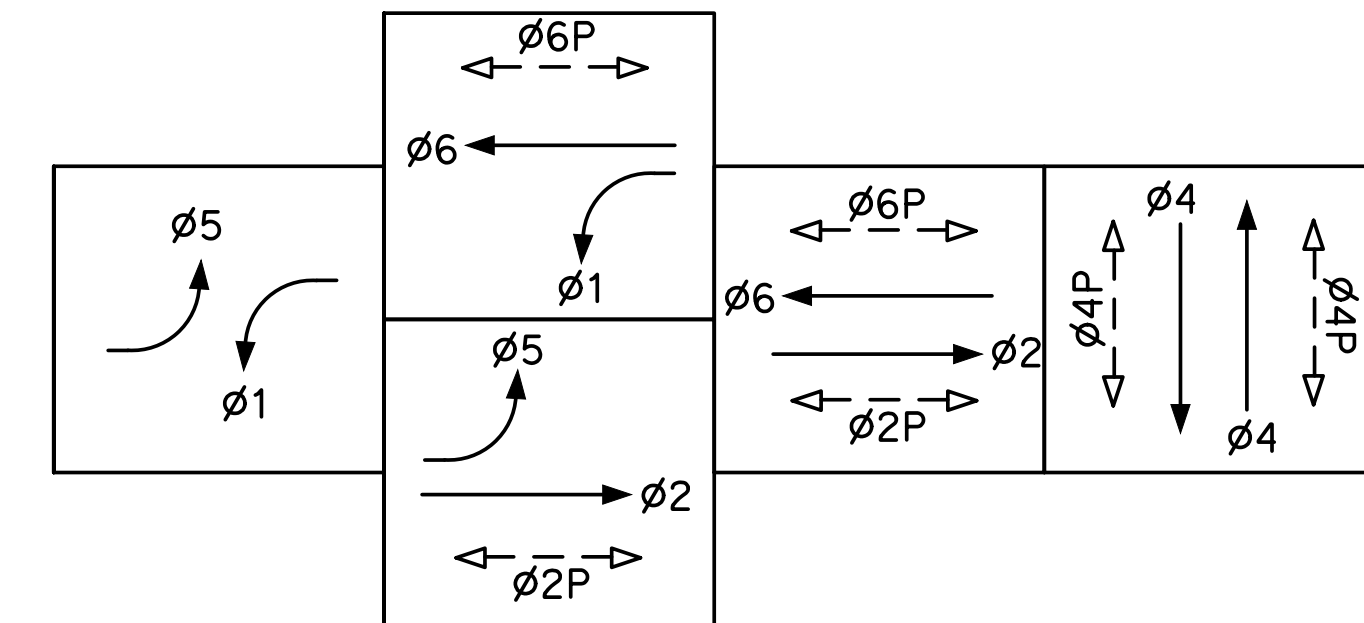
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RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026
Roberto Alonzo, P.E., Public Works Division Manager

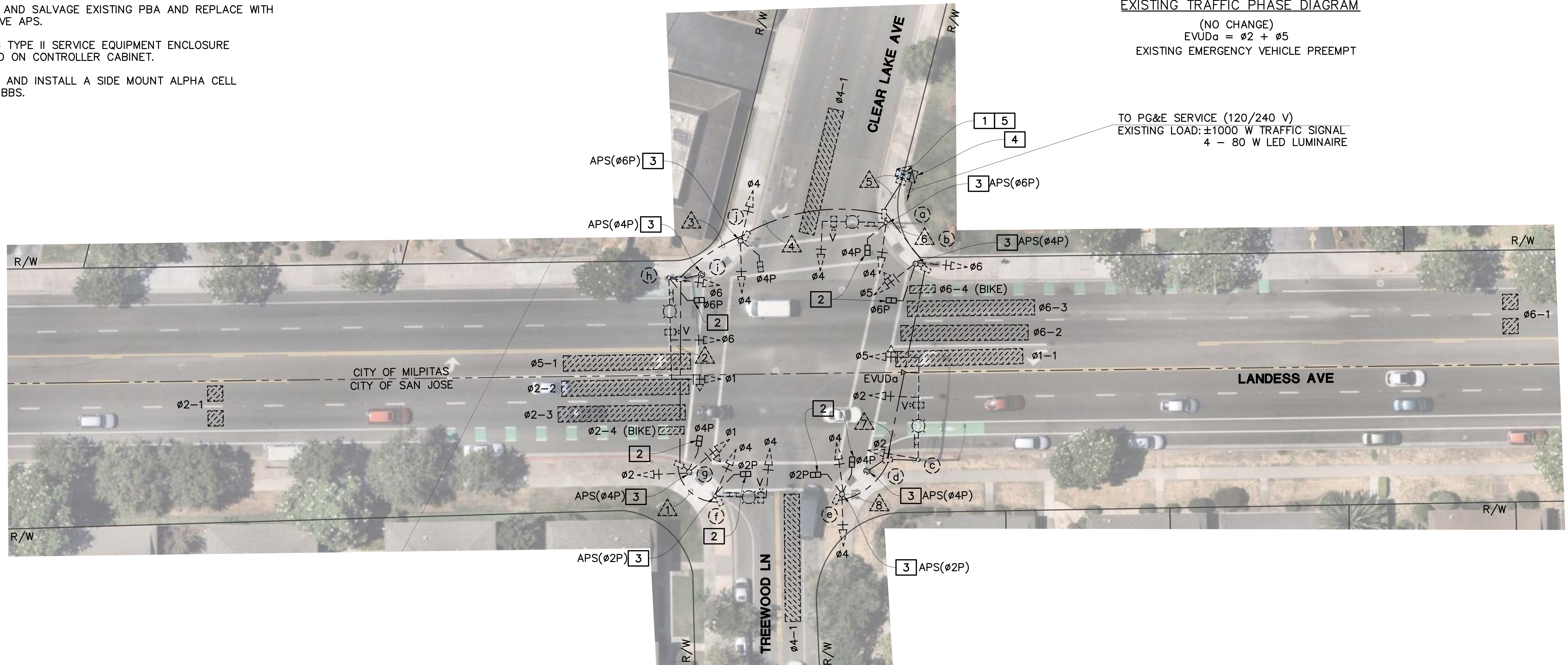
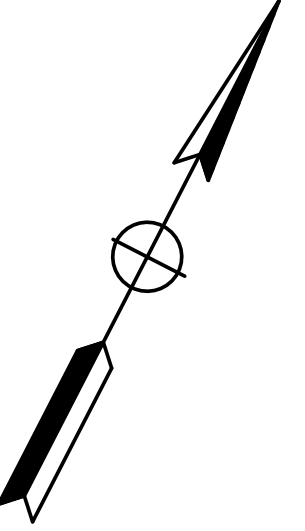
SHEET 39 OF 47

1. SEE SHEET E-1 FOR GENERAL NOTES AND SYMBOLS.
2. CONTRACTOR SHALL COORDINATE WITH THE CITY OF SAN JOSE AS DIRECTED BY THE ENGINEER.

- 1 EXISTING TYPE P TS1 CABINET WITH TRAFFICWARE COMMANDER CONTROLLER UNIT.
- 2 REMOVE AND SALVAGE EXISTING NON-COUNTDOWN PEDESTRIAN SIGNAL HEAD AND REPLACE WITH COUNTDOWN PEDESTRIAN SIGNAL HEAD.
- 3 REMOVE AND SALVAGE EXISTING PBA AND REPLACE WITH NEW WAVE APS.
- 4 EXISTING TYPE II SERVICE EQUIPMENT ENCLOSURE MOUNTED ON CONTROLLER CABINET.
- 5 FURNISH AND INSTALL A SIDE MOUNT ALPHA CELL 240XTV BBS.



(NO CHANGE)
EVUD_a = Ø2 + Ø5
EXISTING EMERGENCY VEHICLE PREEMPT



Designer Stamp:  03-13-2026	Record Drawings		Revisions					CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO. CIP No.4307
	Designer: _____ Date: _____	Drawn By: <u>AH</u> Date: <u>03/13/26</u>	Num. <u>△</u>	Description	Engr. Appr.	Date		STREET RESURFACING PROJECT – 2026		Rec. Dwg No. E-16
	Public Works Inspector: _____ Date: _____	Checked By: <u>KYC</u> Date: <u>03/13/26</u>	_____	_____	_____	_____		TRAFFIC SIGNAL MODIFICATION (LANDESS AVENUE AND CLEAR LAKE AVENUE/TREEWOOD LANE)		SCALE: 1" = 20'
	Utility/Facility Dept. Head: _____ Date: _____	Designed By: <u>AH</u> Date: <u>03/13/26</u>	_____	_____	_____	_____		RECOMMENDED FOR BIDDING BY: <u>Roberto Alonzo</u> DATE: <u>03/16/2026</u>		SHEET <u>40</u> OF <u>47</u>
	Project Engineer: _____ Date: _____	Public Improvements Initially Accepted by the City Council on: _____ Res. No.: _____	_____	_____	_____	_____		Roberto Alonzo, P.E., Public Works Division Manager		

CONDUIT AND CONDUCTOR SCHEDULE									
CONDUCTOR DESIGNATION	NUMBER OF CONDUCTORS								
	RUN NUMBER								
	1	2	3	4	5	6	7	8	
No. 14 CONDUCTORS									
Ø1		3	3	3	3				
Ø2		3	3	3	6	3	3		
Ø4	3	3	3	3	6	3	3	3	
Ø5					3	3	3		
Ø6			3	3	6	3			
Ø2P	2	2	2	2	4	2	2	2	
Ø4P		2	2	2	4	2	2	2	
Ø6P			2	2	4	2			
APS Ø2P	2*	2*	2*	2*	4*	2*	2*	2*	
APS Ø4P		2*	2*	2*	4*	2*	2*		
APS Ø6P			2*	2*	2*				
SPARES	3	3	3	3	6	3	3	3	
TOTAL No. 14	10	20	25	27	52	25	20	12	
APS CABLE (PED SIGNAL TO BUTTON)			2+			2+		1+	
No. 10 CONDUCTORS									
SIGNAL NEUTRAL	1	1	1	1	1	1	1	1	
No. 8 CONDUCTORS									
LIGHTING (120 V)	2	2	2	2	4	2	2		
VIDEO DETECTION CAMERA CABLE (CAT 6A)	1	1	2	2	4	1	1		
EMERGENCY VEHICLE DETECTOR CABLE					1	1	1		
NEW(N)/EXISTING(E)	E	E	E	E	E	E	E	E	
CONDUIT SIZE (INCHES)	2	3	3	3	2-3"	3	3	2	
% FILL	13	9	13	12	12	13	10	10	

* REMOVE EXISTING CABLE(S) AND CONDUCTOR(S). ADD NEW CABLE(S) AND CONDUCTOR(S) AS SHOWN.

STANDARD AND EQUIPMENT SCHEDULE													
NO.	STANDARD			VEHICLE SIGNAL MOUNTING				PEDESTRIAN SIGNAL		APS		LED LUMINAIRE (WATTAGE)	REMARKS
	TYPE	SIG. MA	LUM. MA	Ø	MASTARM	Ø	POLE	Ø	MOUNTING	Ø	ARROW		
(a)	EXISTING 19-2-70	25'	12'	4	MAS	4	SV-1-T	4P	SP-1-T	6P		80	SEE NOTES 2 AND 3 ON SHEET E-16.
(b)	EXISTING 1-B					5 6	TV-2-T	6P	SP-1-T	4P			SEE NOTES 2 AND 3 ON SHEET E-16.
(c)	EXISTING 26-4-70	40'	12'	5 2	MAS MAS	2	SV-1-T					80	EXISTING SIGNAL EQUIPMENT TO REMAIN.
(d)	EXISTING PBA POST									4P			SEE NOTE 3 ON SHEET E-16.
(e)	EXISTING 1-B					4 4	TV-2-T	2P 4P	SP-2-T	2P			SEE NOTES 2 AND 3 ON SHEET E-16.
(f)	EXISTING 17B-2-70	20'	12'	4	MAS	4	SV-1-T	2P	SP-1-T	2P		80	SEE NOTES 2 AND 3 ON SHEET E-16.
(g)	EXISTING 1-B					1 2	TV-2-T	4P	SP-1-T	4P			SEE NOTES 2 AND 3 ON SHEET E-16.
(h)	EXISTING 26-4-70	40'	12'	1 6	MAS MAS	6	SV-1-T	6P	SP-1-T			80	SEE NOTE 2 ON SHEET E-16.
(i)	EXISTING PBA POST									4P			SEE NOTE 3 ON SHEET E-16.
(j)	EXISTING 1-B					4 4	TV-2-T	4P	SP-1-T	6P			SEE NOTE 3 ON SHEET E-16.

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. _____

Designed By: AH Date: 03/13/26

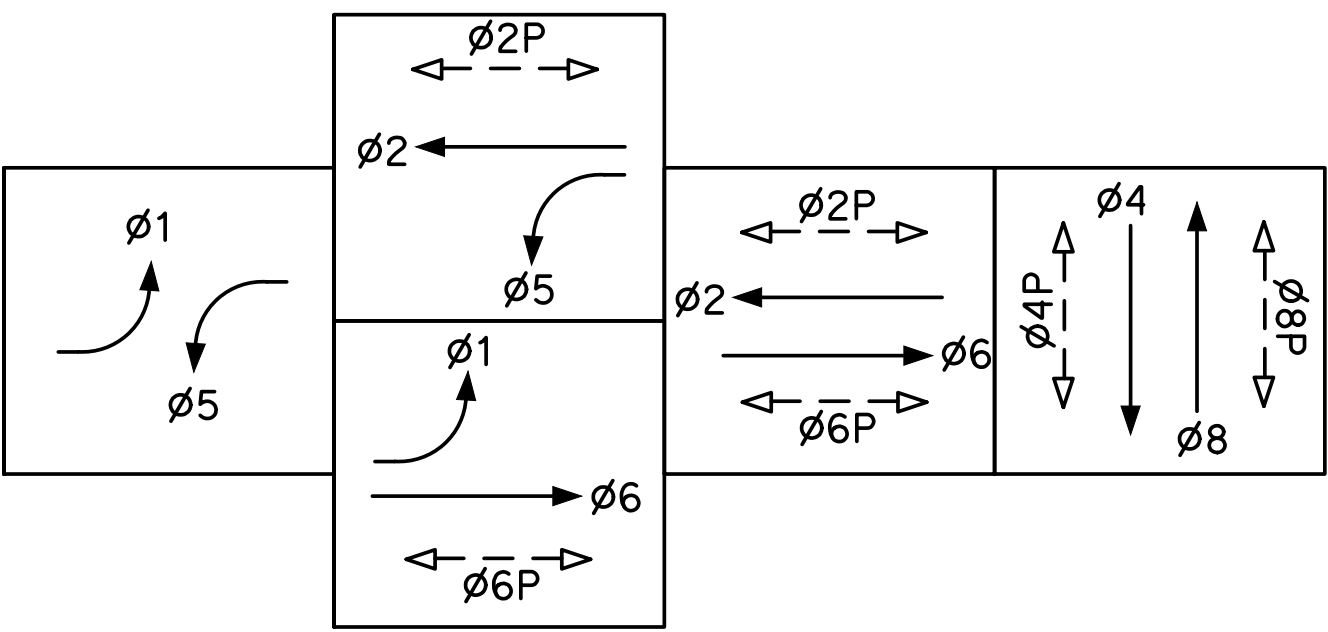
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SHEET 41 OF 47

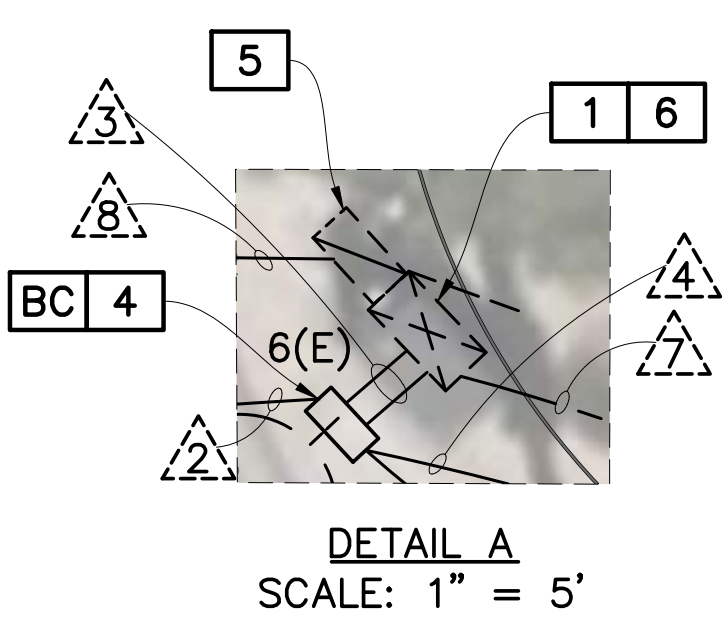
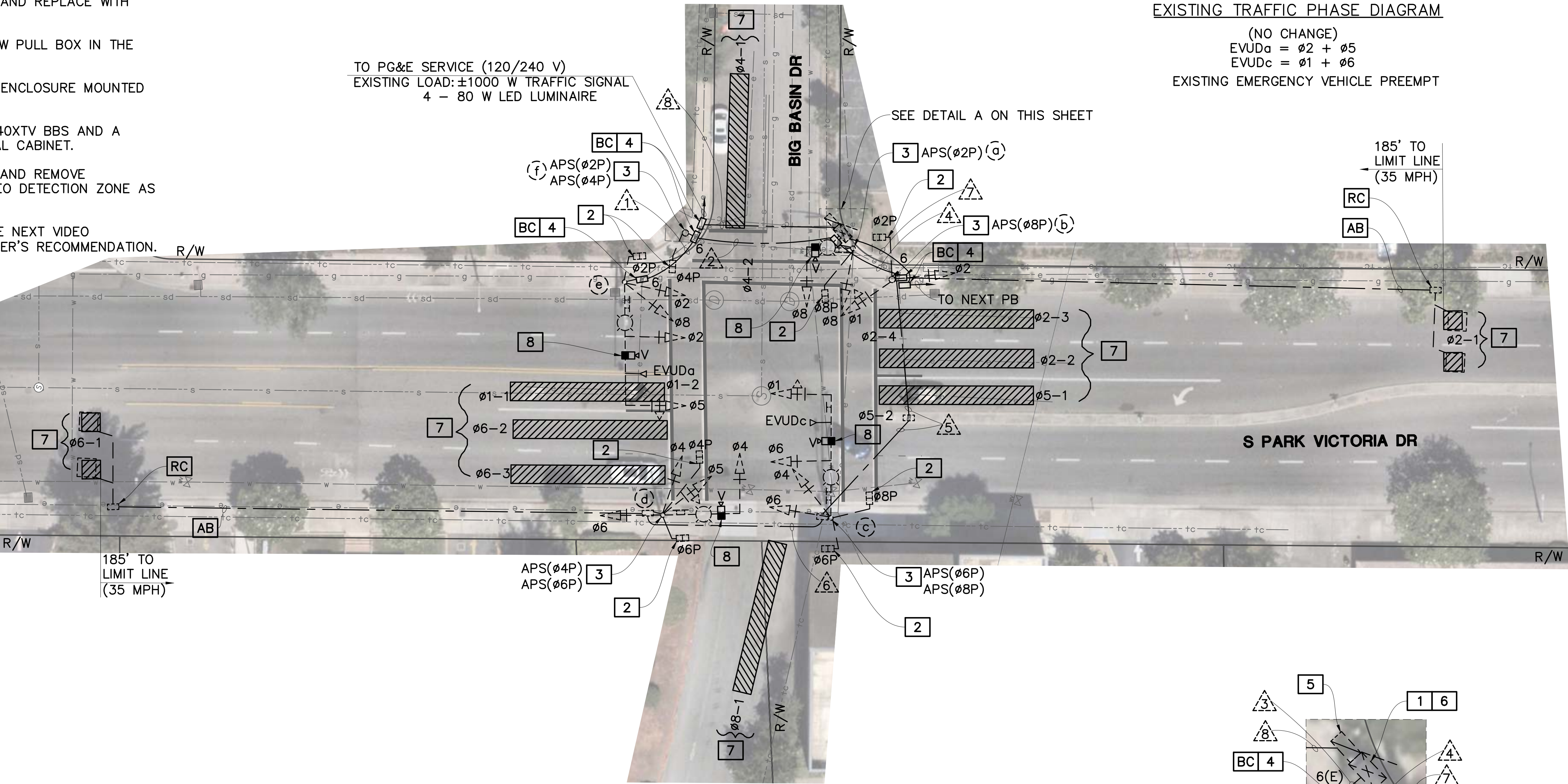
NOTE:
SEE SHEET E-1 FOR GENERAL NOTES AND SYMBOLS.

LEGEND (FOR THIS SHEET ONLY):

- 1
- EXISTING TYPE P TS1 CABINET WITH TRAFFICWARE COMMANDER CONTROLLER UNIT. FURNISH AND INSTALL ITERIS NEXT VIDEO DETECTION CONTROL UNIT.
- 2
- REMOVE AND SALVAGE EXISTING AUDIBLE PEDESTRIAN SPEAKER MOUNTED ON PEDESTRIAN SIGNAL HEAD.
- 3
- REMOVE AND SALVAGE EXISTING PBA AND REPLACE WITH NEW WAVE APS.
- 4
- RC EXISTING PULL BOX. INSTALL NEW PULL BOX IN THE SAME LOCATION.
- 5
- EXISTING TYPE II SERVICE EQUIPMENT ENCLOSURE MOUNTED TO CONTROLLER CABINET.
- 6
- FURNISH AND INSTALL ALPHA CELL 240XTV BBS AND A BYPASS SWITCH INSIDE TRAFFIC SIGNAL CABINET.
- 7
- ABANDON EXISTING LOOP DETECTORS AND REMOVE DETECTOR HANDHOLE. PROGRAM VIDEO DETECTION ZONE AS SHOWN.
- 8
- FURNISH AND INSTALL ITERIS VANTAGE NEXT VIDEO DETECTION CAMERA PER MANUFACTURER'S RECOMMENDATION.



EXISTING TRAFFIC PHASE DIAGRAM
(NO CHANGE)
EVUDa = Ø2 + Ø5
EVUDc = Ø1 + Ø6
EXISTING EMERGENCY VEHICLE PREEMPT



Logix Name: dmyah Date: 03/13/2026 2:02 pm
Proj Title: Street Resurfacing Project - 2026
Proj No: 4307
Drawn By: AH Date: 03/13/2026
Checked By: KYC Date: 03/13/2026
Designed By: AH Date: 03/13/2026
Scale: 1" = 20'

Designer Stamp: 03-13-2026	Record Drawings		Revisions					CITY OF MILPITAS ENGINEERING DIVISION		PROJECT NO. CIP No.4307
	Designer: _____ Date: _____	Drawn By: AH Date: 03/13/26	Num.	Description	Engr. Aprv.	Date		STREET RESURFACING PROJECT -2026		Rec. Dwg No. E-18
	Public Works Inspector: _____ Date: _____	Checked By: KYC Date: 03/13/26						TRAFFIC SIGNAL MODIFICATION (S PARK VICTORIA DR AND BIG BASIN DRIVE)		
	Utility/Facility Dept. Head: _____ Date: _____	Designed By: AH Date: 03/13/26						RECOMMENDED FOR BIDDING BY: <u>Roberto Alonzo</u> DATE: 03/16/2026		SCALE: 1" = 20'
	Project Engineer: _____ Date: _____							Roberto Alonzo, P.E., Public Works Division Manager		SHEET 42 OF 47
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____										

CONDUIT AND CONDUCTOR SCHEDULE									
CONDUCTOR DESIGNATION	NUMBER OF CONDUCTORS								
	RUN NUMBER								
	1	2	3	4	5	6	7	8	
No. 14 CONDUCTORS									
Ø1			3	3	3				
Ø2	3	3	6	3					
Ø4			3	3	3	3			
Ø5	3	3	6	3	3	3			
Ø6			3	3	3	3			
Ø8	3	3	3						
Ø2P	2	2	4	2					
Ø4P		2	4	2	2	2			
Ø6P			2	2	2	2			
Ø8P			2	2	2				
APS Ø2P		2*	2*						
APS Ø4P		2*	4*	2*	2*	2*			
APS Ø6P			2*	2*	2*	2*			
APS Ø8P			2*	2*	2*				
SPARES	3	3	6	3	3	3			
TOTAL No. 14	14	20	52	32	27	20			
APS CABLE (PED SIGNAL TO BUTTON)	1+			2+					
No. 8 CONDUCTORS									
SIGNAL NEUTRAL	1	1	1	1	1	1			
LIGHTING (120 V)	2	2	4	2	2	2			
TOTAL No. 8	3	3	5	3	3	3			
No. 2 CONDUCTORS									
PG&E SERVICE								3	
SIGNAL INTERCONNECT							1		
VIDEO DETECTION CAMERA CABLE (CAT 6A)	1+	1+	4+	2+	2+	1+			
EMERGENCY VEHICLE DETECTOR CABLE	1	1	2	2	2				
NEW(N)/EXISTING(E)	E	E	E	E	E	E	E	E	
CONDUIT SIZE (INCHES)	2	3	2-3"	3	3	3	2	2	
% FILL	20	10	12	17	14	9	E	E	

* REMOVE EXISTING CABLE(S) AND CONDUCTOR(S). ADD NEW CABLE(S) AND CONDUCTOR(S) AS SHOWN.

STANDARD AND EQUIPMENT SCHEDULE													
NO.	STANDARD			VEHICLE SIGNAL MOUNTING				PEDESTRIAN SIGNAL		APS		LED LUMINAIRE (WATTAGE)	REMARKS
	TYPE	SIG. MA	LUM. MA	Ø	MASTARM	Ø	POLE	Ø	MOUNTING	Ø	ARROW		
(a)	EXISTING 17-2-70	15'	12'	8	MAS	8	SV-1-T	8P	SP-1-T	2P		80	SEE NOTES 2, 3, AND 8 ON SHEET E-18.
(b)	EXISTING 1-B					1 2	TV-2-T	2P	SP-1-T	8P			SEE NOTES 2 AND 3 ON SHEET E-18.
(c)	EXISTING 26-4-70	40'	12'	1 6	MAS MAS	4 6	SV-2-TB	6P	SP-1-T	6P 8P	 	80	SEE NOTES 2, 3, AND 8 ON SHEET E-18.
(d)	EXISTING 19-2-70	25'	12'	4	MAS	4 5 6	SV-3-TA	4P 6P	SP-2-T	4P 6P	 	80	SEE NOTES 2, 3, AND 8 ON SHEET E-18.
(e)	EXISTING 26-4-70	40'	12'	5 2	MAS MAS	2 8	SV-2-TB	2P	SP-1-T			80	SEE NOTES 2 AND 8 ON SHEET E-18.
(f)	EXISTING 1-B							4P	TP-1-T	2P 4P	 		SEE NOTES 2 AND 3 ON SHEET E-18.

03-13-2026

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. _____

Designed By: AH Date: 03/13/26

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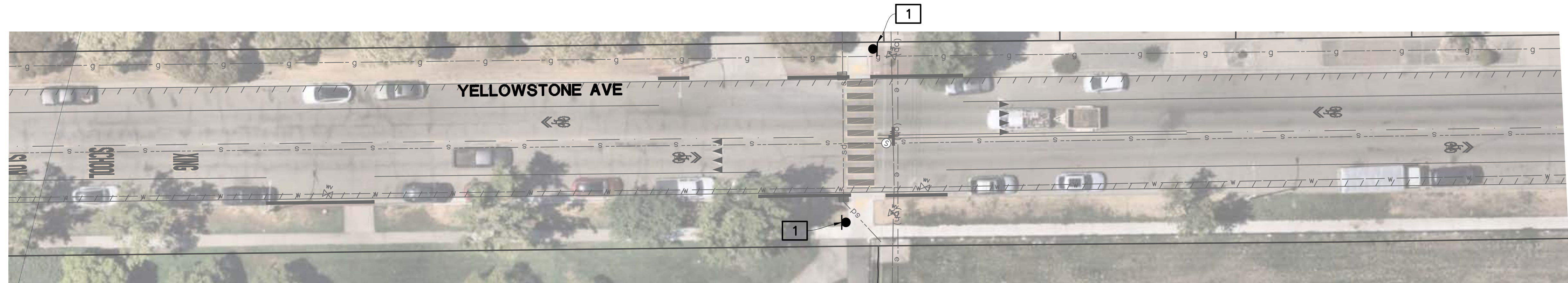
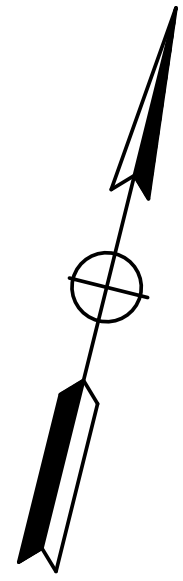
TRAFFIC SIGNAL MODIFICATION
(S PARK VICTORIA DR AND BIG BASIN DRIVE)

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026
Roberto Alonzo, P.E., Public Works Division Manager

SHEET 43 OF 47

SEE SHEET E-1 FOR GENERAL NOTES AND SYMBOLS.

1 INSTALL 14' TELESPAR POLE, SOLAR ENGINE, APS AND SW24-2 (CA) SIGN WITH FLASHING YELLOW LED. SEE DETAIL A ON SHEET E-23 FOR DETAILS.



REGISTERED PROFESSIONAL ENGINEER
KIN Y. CHAN
No. 55391
Exp. 12/31/26
CIVIL
STATE OF CALIFORNIA

Record Drawings

Designer: _____ **Date:** _____
Public Works Inspector: _____ **Date:** _____
Utility/Facility Dept. Head: _____ **Date:** _____
Project Engineer: _____ **Date:** _____
Public Improvements Initially Accepted by
the City Council on: _____ **Res. No.** _____

Designed By: AH Date: 03/13/26

Revisions			
Num.	Description	Engr. Aprv.	Date
5	△		
5			
5			



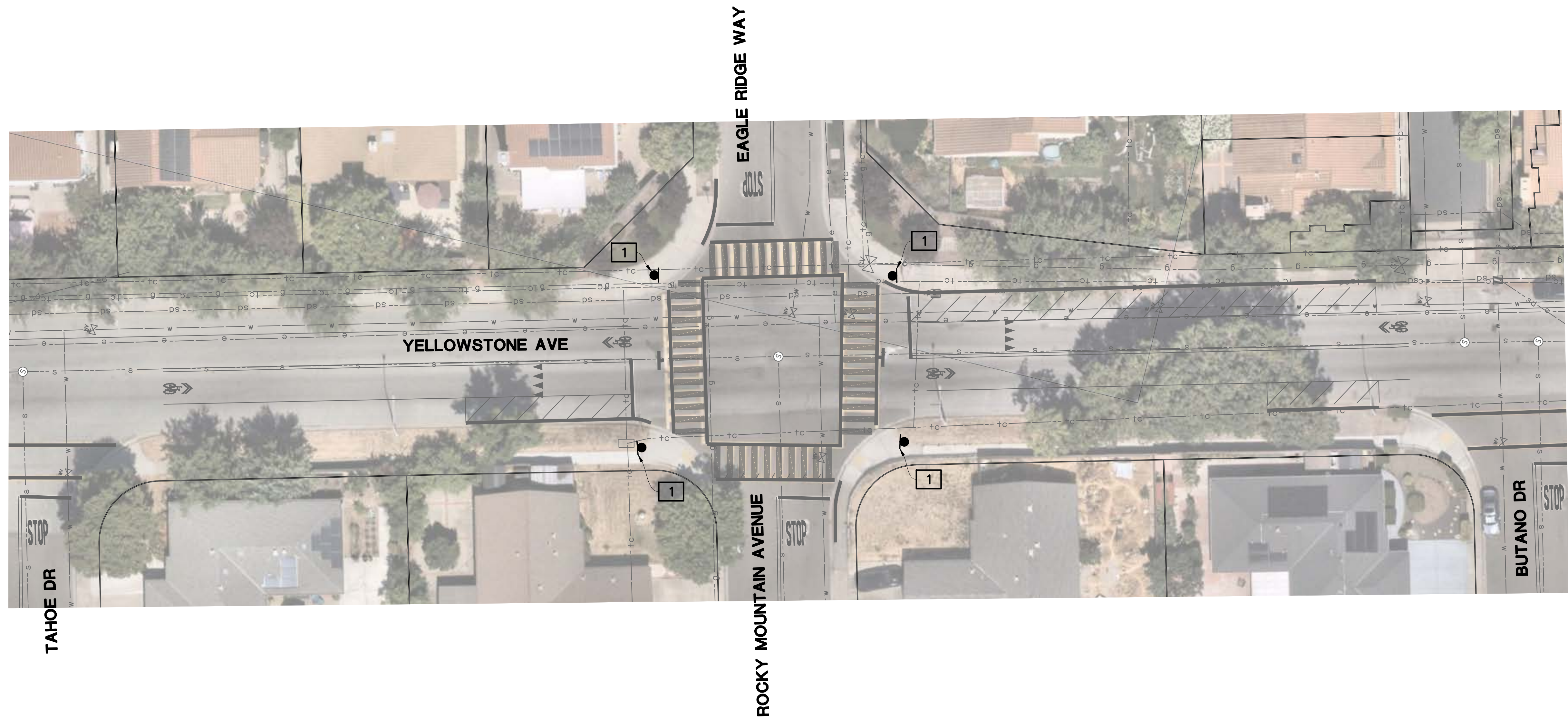
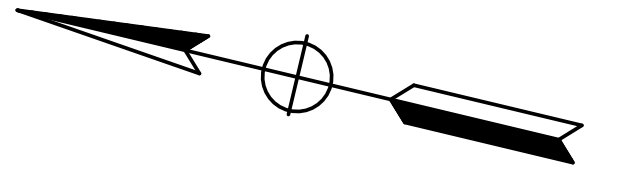
ROADSIDE SIGN LIGHTING SYSTEM (YELLOWSTONE AVENUE)

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026
Roberto Alonzo, P.E., Public Works Division Manager

SHEET 44 OF 47

SEE SHEET E-1 FOR GENERAL NOTES AND SYMBOLS.

1 INSTALL 14' TELESAR POLE, SOLAR ENGINE, APS AND SW24-2 (CA) SIGN WITH FLASHING YELLOW LED. SEE DETAIL A ON SHEET E-23.



REGISTERED PROFESSIONAL ENGINEER
KIN Y. CHAN
No. 55391
Exp. 12/31/26
CIVIL
STATE OF CALIFORNIA

Record Drawings

Designer: _____ **Date:** _____

Public Works Inspector: _____ **Date:** _____

Utility/Facility Dept. Head: _____ **Date:** _____

Project Engineer: _____ **Date:** _____

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

Drawn By: AH Date: 03/13/26

Checked By: KYC Date: 03/13/26

Designed By: AH Date: 03/13/26

Revisions

Num.	Description	Engr.	Prv.	Date
6 △				
6				
6				



CITY OF MILPITAS
ENGINEERING DIVISION

STREET RESURFACING PROJECT – 2026

ROADSIDE SIGN LIGHTING SYSTEM
(YELLOWSTONE AVENUE AND EAGLE RIDGE WAY)

RECOMMENDED FOR BIDDING BY: Roberto Alonzo DATE: 03/16/2026
Roberto Alonzo, P.E., Public Works Division Manager

PROJECT NO.
CIP No.4307

Rec. Dwg No.
E-21

SCALE:
1" = 20'

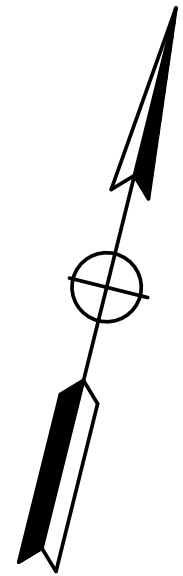
SHEET 45 OF 47

NOTE:
SEE SHEET E-1 FOR GENERAL NOTES AND SYMBOLS.

LEGEND (FOR THIS SHEET ONLY):

- 1

INSTALL SOLAR ENGINE, SR4-1 (CA) SIGN, AND RADAR SPEED FEEDBACK SIGN ON EXISTING STREET LIGHT. SEE DETAIL B ON SHEET E-23 FOR DETAILS.

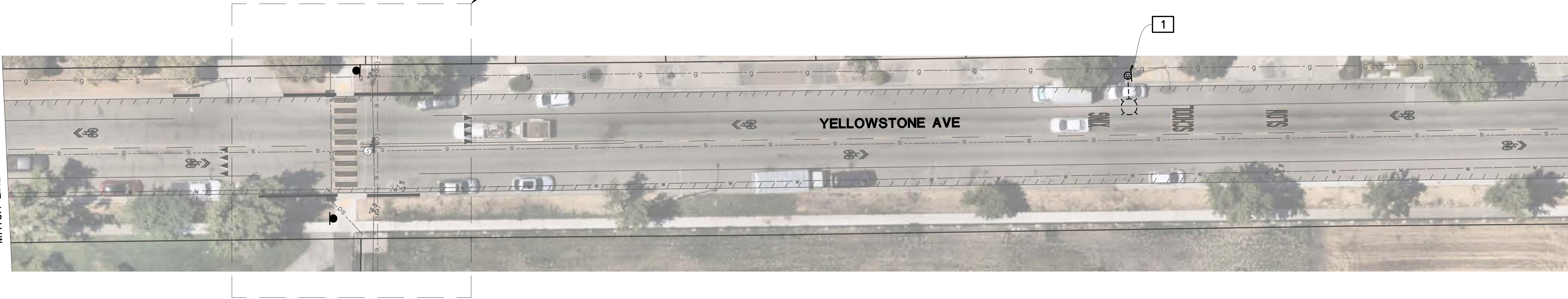


MATCH LINE – SEE BELOW

1

SEE SHEET E-20 FOR ROADSIDE SIGN LIGHTING DETAILS

MATCH LINE – SEE ABOVE



1

Designer Stamp: 03-13-2026	Record Drawings <table><tr><td>Designer:</td><td>Date:</td></tr><tr><td>Public Works Inspector:</td><td>Date:</td></tr><tr><td>Utility/Facility Dept. Head:</td><td>Date:</td></tr><tr><td>Project Engineer:</td><td>Date:</td></tr><tr><td>Public Improvements Initially Accepted by the City Council on:</td><td>Res. No.:</td></tr></table>	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><thead><tr><th>Num.</th><th>Description</th><th>Engr. Aprv.</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>	Num.	Description	Engr. Aprv.	Date	△																												CITY OF MILPITAS ENGINEERING DIVISION STREET RESURFACING PROJECT –2026 RADAR SPEED FEEDBACK SIGN SYSTEMS (YELLOWSTONE AVENUE) RECOMMENDED FOR BIDDING BY: <i>Roberto Alonzo</i> DATE: 03/16/2026 Roberto Alonzo, P.E., Public Works Division Manager	PROJECT NO. CIP No.4307
		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.:																																													
Num.	Description	Engr. Aprv.	Date																																											
△																																														
Rec. Dwg No. E-22																																														
SCALE: 1" = 20'																																														
SHEET 46 OF 47																																														



CITY OF MILPITAS

MILPITAS, CALIFORNIA

FUNDED IN PART BY:



**CONTRACT DOCUMENTS AND SPECIFICATIONS FOR
STREET RESURFACING PROJECT 2026, CIP NO. 3426, 3440,4283,
4295, 4300,4307**

Recommended by City for Bidding: *Roberto Alonzo* 03/16/2026
Roberto Alonzo, P.E., PW Division Manager - Engineering

Approved by City for Bidding: *Michael Silveira* 3/16/2026
Michael Silveira, P.E., City Engineer

TABLE OF CONTENTS

00 11 16 – NOTICE INVITING BIDS	3
00 21 13 – INSTRUCTIONS TO BIDDERS	6
00 41 43 – BID FORMS	14
00 52 13 – CONTRACT	39
00 61 13 – BOND FORMS	45
00 72 13 – GENERAL CONDITIONS	57
00 73 13 – SPECIAL CONDITIONS	116
01 00 00 – GENERAL REQUIREMENTS	119
01 20 00 – MEASUREMENT AND PAYMENT	146
01 31 00 – NOTICE TO PROCEED	150
01 33 00 – LIST OF SUBMITTALS	151
02 00 00 – TECHNICAL PROVISIONS	154
E-01 MOBILIZATION	155
E-02 NEIGHBORHOOD NOTIFICATION	158
E-03 TRAFFIC CONTROL	163
E-04 MONUMENT REFERENCING (INCL. PRE-CONSTRUCTION AND POST CONSTRUCTION)	182
E-05 WATER POLLUTION CONTROL PROGRAM	184
E-06 SLURRY SEAL	189
E-07 HOT MIX ASPHALT (TYPE A)	200
E-08 RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	208
E-08 BASE REPAIR	219
E-09 GEOSYNTHETIC PAVEMENT INTERLAYER	223
E-010 ASPHALT CONCRETE GRINDING	224
E-11 PORTLAND CEMENT CONCRETE CONSTRUCTION	227
E-12 ADJUSTMENT OF APPURTENANCES	240
E-13 TRAFFIC MARKING	244
E-14 PORTABLE CHANGEABLE MESSAGE SIGN	256
E-15 PROJECT APPEARANCE, TREES, AND SWEEPING	259
E-16 PRESERVATION OF PROPERTY	264
E-17 CONTROL OF WATER	268
E-18 COOPERATION	270
E-19 OBSTRUCTIONS	271

E-20 CRACK SEAL.....	273
E-21 CONSTRUCTION LAYOUT.....	276
E-22 TRAFFIC SIGNAL MODIFICATION.....	278
EXHIBIT “A” – CITY STANDARD FORMS	283

00 11 16 – NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City Council of the City of Milpitas ("City") invites and will receive sealed Bids up to but not later than 2:00 p.m. on **Wednesday, April 08, 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 **Street Resurfacing Project 2026, CIP No. 3426, 3440, 4283, 4295, 4300, 4307** (the "Project"). At said time, Bids will be publicly opened and read aloud at the City Office. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

Bids must be submitted on the City's Bid Forms in person. No bid shall be accepted through OpenGov Procurement. Bidders may obtain a copy of the Contract Documents from OpenGov Procurement (<https://procurement.opengov.com/portal/milpitas-ca>). To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the City shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room. Additionally, bid packages containing all forms, specifications, terms and conditions may be obtained on the City's OpenGov Procurement website. Links or documents found outside the city's online vendor portal may not be accessible/up-to-date.

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on OpenGov Procurement. It is the responsibility of each prospective bidder to check OpenGov Procurement on a daily basis through the close of bids for any applicable addenda or updates. The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on OpenGov Procurement may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by OpenGov Procurement.

Each Bid shall be accompanied by cash, a certified or cashier's check, or Bid Bond secured from a surety company satisfactory to the City Council, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to City of Milpitas as bid security. The bid security shall be provided as a guarantee that within five (5) working days after the City provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with City.

A **NON - MANDATORY** Pre-Bid Conference is scheduled for **March 25, 2026, at 2PM** and on **March 27, 2026, at 2PM** to review the Project's existing conditions on Microsoft Teams. Contact Mohit Chaudhary, Principal Civil Engineer via email at mchaudhary@milpitas.gov by **12PM on March 23, 2026**, to request an invitation. Representatives of the City and consulting engineers, if there are 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.

For questions regarding this project, contact Mohit Chaudhary, Principal Civil Engineer via email at mchaudhary@milpitas.gov by **2PM on Wednesday, April 01, 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 Engineering Department and shall be made available to interested parties upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract: **Class A or Class C-12 License from the Contractor's State License Board.** The Engineer's estimate for the project's base bid items is between **\$4.5 to \$5.0M**

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 ONLY** Additive or deductive Bid Alternatives, if included in the Bid Schedule, will not be used in establishing the low bidder for purposes of award. City reserves the right to include or exclude any or all Bid Alternatives or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Mohit Chaudhary, Principal Civil Engineer via email at mchaudhary@milpitas.gov, at City of Milpitas City Hall, 455 E. Calaveras Boulevard, Milpitas, CA 95035 or (408) 586-3270.

END OF NOTICE INVITING BIDS

00 21 13 – INSTRUCTIONS TO BIDDERS

1. SECURING DOCUMENTS

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Bid and Contract Documents may be obtained from the City as specified in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any charge for the Contract Documents is stated in the Notice Inviting Bids.

The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must contact the City via Prints Charles Reprographics to obtain the required Contract Documents if they decide to submit a bid for the Project.

Addenda, if any, issued during the bid period will be posted on www.printscharlesrepro.com. Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the contract.

2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the contract and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to appropriately manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ and any amendment or renewal thereof, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. By submitting a Bid, each Bidder acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed contract documents may submit to the Engineer of the City a written request for

interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other proposed contract documents will be made only by a written addendum duly issued and a copy of such addenda will be mailed or delivered to each prospective Bidder who has purchased a set of Drawings and Specifications. The City will not be responsible for any other explanation or interpretations of the proposed documents. If a Prospective Bidders becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the Prospective Bidder to promptly bring it to the attention of the City.

4. INSPECTION OF SITE; PRE-BID CONFERENCE

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Meeting and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids.

5. ADDENDA

The City reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the City shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the City will extend the deadline for submission of Bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide City a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the Bidder. Any Addenda will be posted on www.printscharlesrepro.com. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact **Mohit Chaudhary, Principal Civil Engineer**, via email at mchaudhary@milpitas.gov, at City of Milpitas City Hall, 455 E. Calaveras Boulevard, Milpitas, CA 95035 or (408) 586-3207 to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the bidder.

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL,

OR A TYPEWRITER IS REQUIRED. Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

9. SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.

The successful bidder will be required to self-perform **at least 50%** of the work.

10. LICENSING REQUIREMENTS

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

11. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to City of Milpitas; or (c) a Bid Bond secured from a surety company satisfactory to the City Council, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to City of Milpitas as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the City provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and City may enter into a contract with the next lowest responsive responsible bidder, or may call for new bids. No interest shall be paid on funds deposited with the City. City will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the contract.

12. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code Section 2200 *et seq.*, the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars (\$1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the bid package and must be signed and dated under penalty of perjury.

13. NONCOLLUSION DECLARATION

Bidders on all public works contracts are required to submit a declaration of noncollusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

14. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

15. WAGE THEFT CERTIFICATION

Bidders on public works contracts are required to submit a certification disclosing whether the Bidder or any of its proposed subcontractors has been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline.

16. BIDDER INFORMATION AND EXPERIENCE FORM

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the bid to be rejected as non-responsive. The City reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the Engineer that the Bidder is qualified to properly carry out the terms of the contract.

17. WORKERS' COMPENSATION CERTIFICATION

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the City the following certificate prior to performing the work under this Contract:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The form of such Workers' Compensation Certificate is included as part of this document.

18. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

19. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials, in a sealed envelope, addressed and delivered or mailed, postage prepaid, to the City Clerk before the time and day set for the receipt of bids. The envelope shall bear the title of the work and the name of the bidder. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by the City as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the bidder unopened. The envelope shall also contain the following in the lower left-hand corner thereof:

**Bid of _____ (Bidder's Name) _____
for the Street Resurfacing Project 2026, CIP No. 3426, 3440, 4283, 4295, 4300, 4307**

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City may reject any bid not strictly complying with City's designated methods for delivery.

20. OPENING OF BIDS

At the time and place set for the opening and reading of bids, or any time thereafter, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. The City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public reading of each bid will include the following information:

- A. The name and business location of the bidder.
- B. The nature and amount of the bid security furnished by bidder.
- C. The bid amount.

Bidders or their representatives and other interested persons may be present at the opening of the bids. The City may, in its sole discretion, elect to postpone the opening of the submitted Bids. The City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

21. WITHDRAWAL OF BID

Any bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to City within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq.*, or as otherwise may be allowed with the consent of the City.

22. BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder shall be allowed to make, file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

23. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The City will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

24. PREVAILING WAGES

The City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the City or may be obtained online at <http://www.dir.ca.gov>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

25. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall

be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

26. INSURANCE REQUIREMENTS

Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the General Conditions.

27. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of City, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to City within ten (10) working days from the date the City provides the successful bidder with the Notice of Award.

28. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents.

29. FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the City of Milpitas City Engineer. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Specify in detail the grounds for protest and the facts supporting the protest;
and
- D. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the City may reject the protest without further review.

If the protest is timely and complies with the above requirements, the City Engineer, or other designated City staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The City Engineer will provide a written decision to the protestor.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

30. BASIS OF AWARD; BALANCED BID

The City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Base Bid alone unless otherwise set forth in the Notice Inviting Bids.

The City may reject any Bid which, in its opinion when compared to other Bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

31. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have fourteen (14) calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run twenty-one (21) calendar days from the date of the Notice of Award. Once the City receives all of the properly drafted and executed documents, certifications from the Bidder, and any other documents as maybe specified in the Contract Documents, the City shall issue a Notice to Proceed to that Bidder.

32. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

END OF INSTRUCTION TO BIDDERS

00 41 43 – BID FORMS

1. BID ACKNOWLEDGMENT

NAME OF BIDDER: _____

To the Honorable City Council of the City of Milpitas, attn City Clerk:

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

**STREET RESURFACING PROJECT 2026, CIP NO. 3426, 3440, 4283, 4295, 4300,
4307**

- 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:
- E. List Addenda No's.

- F. Attached hereto and by this reference incorporated herein and made a part of this Bid are the following forms which have been completed and executed by undersigned Bidder:
 - a) Designation of Subcontractors form.
 - b) Bidder Information and Experience form.
 - c) Noncollusion Declaration form.
 - d) Iran Contracting Act Certification form.
 - e) Public Works Contractor Registration Certification form.
 - f) Attached is the completed Wage Theft Certification form.
 - g) Contractor's Certificate Regarding Workers' Compensation form.
 - h) Bid Guarantee in the amount of not less than 10% of the Total Bid Price.

- G. 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.
- H. 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.
- I. Bidder is an individual _____, or corporation _____, or partnership _____, organized under the laws of the State of _____.
- J. 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)

K. 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 _____

2. BID SCHEDULE

BASE BID

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	TOTAL ITEM PRICE
1.	MOBILIZATION (5% Max)	LS	1		
2.	NEIGHBORHOOD NOTIFICATION	LS	1		
3.	TRAFFIC CONTROL (10% Max)	LS	1		
4.	MONUMENT REFERENCING (INCL. PRE AND POST CONSTRUCTION)	LS	1		
5.	WATER POLLUTION CONTROL PLAN	LS	1		
6.	TYPE II - FIBERIZED SLURRY SEAL WITH CRACK SEAL	SY	13,900		
7.	HOT MIX ASPHALT (TYPE A) - 1.5", 2", 2.5"	TON	4,360		
8.	RUBBERIZED HOT MIX ASPHALT (TYPE G) - 1.5", 2.5"	TON	4,180		
9.	BASE REPAIR (4" Thick)	SF	580		
10.	BASE REPAIR (5" Thick)	SF	1,190		
11.	BASE REPAIR (5.5" Thick)	SF	6,500		
12.	BASE REPAIR (6" Thick)	SF	140		
13.	GEOSYNTHETIC PAVEMENT INTERLAYER (PAVING FABRIC)	SY	15,000		
14.	ASPHALT CONCRETE GRINDING - 2"	SY	27,200		
15.	ASPHALT CONCRETE GRINDING - 2.5"	SY	22,000		
16.	ASPHALT CONCRETE GRINDING - 3"	SY	15,000		
17.	SIDEWALK REMOVAL AND REPLACEMENT	SF	2,090		
18.	CURB AND GUTTER REMOVAL AND REPLACEMENT (BEYOND RAMP LIMITS)	LF	350		
19.	INSTALL CURB RAMP (PER CALTRANS STD DWGs)	EA	37		
20.	SURFACE APPLIED DETECTABLE WARNING SURFACE	EA	1		
21.	ADJUST MONUMENT COVER TO GRADE	EA	26		
22.	ADJUST WATER VALVE COVER TO GRADE	EA	79		
23.	ADJUST GAS VALVE COVER TO GRADE	EA	2		

24.	ADJUST FLUSHING INLET COVER TO GRADE	EA	1		
25.	ADJUST STORM SEWER MANHOLE FRAME AND COVER TO GRADE	EA	39		
26.	ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO GRADE	EA	20		
27.	ADJUST WATER MANHOLE FRAME AND COVER TO GRADE	EA	2		
28.	ADJUST STORM DRAIN DRAINAGE INLET TO GRADE	EA	7		
29.	TRAFFIC LINE - DETAIL 2	LF	2,340		
30.	TRAFFIC LINE - DETAIL 9	LF	2,600		
31.	TRAFFIC LINE - DETAIL 22	LF	2,820		
32.	TRAFFIC LINE - DETAIL 25	LF	100		
33.	TRAFFIC LINE - DETAIL 27B	LF	6,620		
34.	TRAFFIC LINE - DETAIL 29	LF	635		
35.	TRAFFIC LINE - DETAIL 32	LF	1,000		
36.	TRAFFIC LINE - DETAIL 38	LF	500		
37.	TRAFFIC LINE - DETAIL 39	LF	3,230		
38.	TRAFFIC LINE - DETAIL 39a	LF	925		
39.	PAVEMENT MARKINGS (ARROWS, SYMBOLS, WORDS, CROSSWALK, LIMIT LINE)	SF	11,900		
40.	RED CURB PAINT (TWO COATS)	LF	1,380		
41.	GREEN BIKE LANE MARKING	SF	2,450		
42.	DIAGONAL BUFFER	LF	1,450		
43.	REMOVE AND REPLACE PAVEMENT SIGN	EA	4		
44.	RELOCATE/ RESET ROADWAY SIGN	EA	6		
45.	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2		
46.	TRAFFIC SIGNAL MODIFICATION (YELLOWSTONE AVE AND S. PARK VICTORIA DR)	LS	1		
47.	TRAFFIC SIGNAL MODIFICATION (S. PARK VICTORIA DR AND YOSEMITE DR)	LS	1		
48.	TRAFFIC SIGNAL MODIFICATION (YELLOWSTONE AVE AND WESTRIDGE DR)	LS	1		

49.	TRAFFIC SIGNAL MODIFICATION (YELLOWSTONE AVE AND LANDESS AVE)	LS	1		
50.	TRAFFIC SIGNAL MODIFICATION (S. PARK VICTORIA DR AND LANDESS AVE)	LS	1		
51.	TRAFFIC SIGNAL MODIFICATION (LANDESS AVE AND CLEAR LAKE AVENUE/TREEWOOD LANE)	LS	1		
52.	TRAFFIC SIGNAL MODIFICATION (S. PARK VICTORIA DR AND BIG BASIN DR)	LS	1		
53.	ROADSIDE SIGN LIGHTING SYSTEM	LS	1		
54.	RADAR SPEED FEEDBACK SIGN SYSTEMS	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 BID #1: Base Repairs along South Park Victoria – See Plan Sheet 22-24 (BA-1 to BA-3) for Improvement Scope.

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	TOTAL ITEM PRICE
1.	MOBILIZATION (5% Max)	LS	1		
2.	TRAFFIC CONTROL (10% Max)	LS	1		
3.	HOT MIX ASPHALT (TYPE A) - 3", 6"	TON	730		
4.	ASPHALT CONCRETE GRINDING - 3"	SY	3,240		
5.	ASPHALT CONCRETE GRINDING - 6"	SY	570		
6.	ADJUST WATER VALVE COVER TO GRADE	EA	3		
7.	ADJUST STORM SEWER MANHOLE FRAME AND COVER TO GRADE	EA	3		
8.	TRAFFIC LINES AND PAVEMENT MARKINGS (WORDS, CROSSWALK)	LS	1		
TOTAL ALTERNATE BID #1 PRICE					

3. LIST OF SUBCONTRACTORS

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

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

As stated in the Instructions to Bidders, Bidder is required to complete at least **50%** of the contract value with its own forces. Bidder shall indicate the value of each subcontractor's work and the sum may not exceed the allowable amount.

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

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

(Attach additional sheets if necessary)

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

4. BIDDER INFORMATION AND EXPERIENCE FORM

A. INFORMATION ABOUT BIDDER

NOTE: Indicate not applicable ("N/A") where appropriate. If Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

a) Name of Bidder: _____

b) Type, if Entity: _____

c) Bidder Address: _____

Facsimile Number

Telephone Number

Email Address

d) How many years has Bidder's organization been in business as a Contractor? _____

e) How many years has Bidder's organization been in business under its present name? _____

f) Under what other or former names has Bidder's organization operated? _____

g) If Bidder's organization is a corporation, answer the following:

i. Date of Incorporation: _____

ii. State of Incorporation: _____

iii. President's Name: _____

iv. Vice-President's Name(s): _____

v. Secretary's Name: _____

vi. Treasurer's Name: _____

1.0 If an individual or a partnership, answer the following:

1.1. Date of Organization: _____

1.2. Name and address of all partners (state whether general or limited partnership):

2.0 If other than a corporation or partnership, describe organization and name principals:

3.0 List other states in which Bidder's organization is legally qualified to do business.

4.0 What type of work does the Bidder normally perform with its own forces?

5.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

6.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

7.0 List Trade References:

8.0 List Bank References (Bank and Branch Address):

9.0 Name of Bonding Company and Name and Address of Agent:

[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_____

5. NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Name of Bidder _____

Signature _____

Name _____

Title _____

6. IRAN CONTRACTING ACT CERTIFICATION.
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

- ☐ The Contractor is not:
- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

7. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

A. Name of Bidder:

B. DIR Registration Number:

C. DIR Registration

Expiration: _____

D. Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

- a) Bidder shall maintain a current DIR registration for the duration of the project.
- b) Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- c) Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

d) Name of Bidder

e) Signature

f) Name and Title

Dated _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

8. Wage Theft Certification

The Bidder certifies subject to penalty for perjury that the option checked below relating to the Bidder and its subcontractors' status in regard to wage theft is true and correct:

- ☐ Neither the Bidder nor any of its subcontractors have been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline.
- ☐ The Bidder or its subcontractors have been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline. For each violation, the Bidder shall provide a copy of (i) the final court order and/or final administrative decision/action; and (ii) documents demonstrating either that the order/decision/action has been fully satisfied, or if the order/decision/action has not been fully satisfied, documents evidencing a payment or other alternative plan approved by the court/government agency to satisfy the order/decision/action and proof that the Bidder or its subcontractors are in compliance with that plan as of the bid submission deadline.
- ☐ The City has exempted the Bidder from the requirements of the City of Milpitas Wage Theft Procurement Policy.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

9. Contractor's Certificate Regarding Workers' Compensation.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder_____

Signature_____

Name_____

Title_____

Dated _____

10. Bid Bond

Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the City of Milpitas, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20____, for **Street Resurfacing Project 2026, CIP No. 3426, 3440,4283, 4295, 4300,4307.**

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

(Corporate Seal)

By _____

Title _____

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

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

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

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

Date of Document

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

Signer(s) Other Than Named Above

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

Notary Acknowledgment

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)

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

END OF BID BOND

00 52 13 – CONTRACT

This CONTRACT, No. is made and entered into this ____ day of _____, _____, by and between City of Milpitas, sometimes hereinafter called “City,” and _____, sometimes hereinafter called “Contractor.”

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

STREET RESURFACING PROJECT 2026, CIP NO. 3426, 3440, 4283, 4295, 4300, 4307.

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor’s failure to comply with this obligation.

2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City’s Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **One Hundred Twenty 120 working days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work

3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars

(\$ _____). Payment shall be made as set forth in the General Conditions.

4. LIQUIDATED DAMAGES.

In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

5. COMPONENT PARTS OF THE CONTRACT.

The "Contract documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Public Works Contractor Registration Certification
- Wage Theft Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Plans and Drawings
- Caltrans Standard Specifications, except Division 1
- Caltrans Standard Plans
- Applicable Local Agency Standards and Specifications, as last revised
- Approved and fully executed change orders
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

A. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents.

The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

B. INDEMNIFICATION. Contractor shall provide indemnification and defense as set forth in the General Conditions.

C. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

D. WAGE THEFT PREVENTION.

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

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

- c) If at any time during the term of this Contract, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Contract has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Contract demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.
- d) For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.
- e) Failure to comply with any part of this Section constitutes a material breach of this Contract. Such breach may serve as a basis for immediate termination of this Contract and/or any other remedies available under this Contract and/or law.
- f) Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Contract and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[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: _____

Date: _____

Printed
Name: _____

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

Approved As to Content:

By: _____
Christian Di Renzo
Public Works Director

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

Approved As To Form:

By: _____
Christopher Creech
Acting City Attorney

END OF CONTRACT

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

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

00 61 13 – BOND FORMS

1. Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Milpitas, (hereinafter referred to as “City”) has awarded to _____, (hereinafter referred to as the “Contractor”) an agreement for _____, (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney’s fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City’s rights or the Contractor or Surety’s obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- A. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- B. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- C. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(Corporate Seal)

Contractor/Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

(The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

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

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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.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

END OF PERFORMANCE BOND

2. Payment Bond (Labor and Materials).
KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Milpitas (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: _____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose

benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

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STATE OF CALIFORNIA

COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

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

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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.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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Title(s)

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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

GENERAL CONDITIONS TABLE OF CONTENTS

	Page
00 72 13 – GENERAL CONDITIONS.....	57
ARTICLE 1 DEFINED TERMS.....	57
ARTICLE 2 CONTRACT DOCUMENTS	61
ARTICLE 3 PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION	62
ARTICLE 4 CONTRACT DOCUMENTS: COPIES & MAINTENANCE	62
ARTICLE 5 EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK	63
ARTICLE 6 EXISTENCE OF UTILITIES AT THE WORK SITE.....	63
ARTICLE 7 SOILS INVESTIGATIONS	64
ARTICLE 8 ARTICLE 8. CONTRACTOR'S SUPERVISION	65
ARTICLE 9 WORKERS	65
ARTICLE 10 INDEPENDENT CONTRACTORS.....	65
ARTICLE 11 SUBCONTRACTS	65
ARTICLE 12 VERIFICATION OF EMPLOYMENT ELIGIBILITY	65
ARTICLE 13 REQUESTS FOR SUBSTITUTION.....	66
ARTICLE 14 SHOP DRAWINGS	67
ARTICLE 15 SUBMITTALS	68
ARTICLE 16 MATERIALS	68
ARTICLE 17 PERMITS AND LICENSES	69
ARTICLE 18 TRENCHES	69
ARTICLE 19 DIVERSION OF RECYCLABLE WASTE MATERIALS	70
ARTICLE 20 REMOVAL OF HAZARDOUS MATERIALS	70
ARTICLE 21 SANITARY FACILITIES	70
ARTICLE 22 AIR POLLUTION CONTROL	71
ARTICLE 23 LAYOUT AND FIELD ENGINEERING	71
ARTICLE 24 TESTS AND INSPECTIONS.....	71
ARTICLE 25 PROTECTION OF WORK AND PROPERTY	72
ARTICLE 26 CONTRACTOR'S MEANS AND METHODS.....	72
ARTICLE 27 AUTHORIZED REPRESENTATIVES	72
ARTICLE 28 HOURS OF WORK.....	72
ARTICLE 29 PAYROLL RECORDS	73
ARTICLE 30 PREVAILING RATES OF WAGES	75

**GENERAL CONDITIONS
TABLE OF CONTENTS**
(continued)

	Page
ARTICLE 31 PUBLIC WORKS CONTRACTOR REGISTRATION	75
ARTICLE 32 EMPLOYMENT OF APPRENTICES	76
ARTICLE 33 NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY	76
ARTICLE 34 DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS	77
ARTICLE 35 LABOR/EMPLOYMENT SAFETY	77
ARTICLE 36 INSURANCE	77
ARTICLE 37 FORM AND PROOF OF CARRIAGE OF INSURANCE	80
ARTICLE 38 TIME FOR COMPLETION AND LIQUIDATED DAMAGES	81
ARTICLE 39 SCHEDULE OF VALUES, COST BREAKDOWN AND PERIODIC ESTIMATES	83
ARTICLE 40 PROGRESS ESTIMATES AND PAYMENT	83
ARTICLE 41 SECURITIES FOR MONEY WITHHELD	85
ARTICLE 42 CHANGES AND EXTRA WORK	86
ARTICLE 43 FINAL ACCEPTANCE AND PAYMENT	99
ARTICLE 44 OCCUPANCY	100
ARTICLE 45 INDEMNIFICATION	100
ARTICLE 46 PROCEDURE FOR RESOLVING DISPUTES	101
ARTICLE 47 CITY'S RIGHT TO TERMINATE CONTRACT	102
ARTICLE 48 WARRANTY AND GUARANTEE OF WORK	108
ARTICLE 49 DOCUMENT RETENTION & EXAMINATION	112
ARTICLE 50 SEPARATE CONTRACTS	112
ARTICLE 51 NOTICE AND SERVICE THEREOF	112
ARTICLE 52 NOTICE OF THIRD PARTY CLAIMS	113
ARTICLE 53 STATE LICENSE BOARD NOTICE	113
ARTICLE 54 INTEGRATION	113
ARTICLE 55 ASSIGNMENT OF CONTRACT	113
ARTICLE 56 CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY	113
ARTICLE 57 ASSIGNMENT OF ANTITRUST ACTIONS	113
ARTICLE 58 PROHIBITED INTERESTS	114
ARTICLE 59 CONTROLLING LAW	114
ARTICLE 60 JURISDICTION; VENUE	114
ARTICLE 61 LAWS AND REGULATIONS	114

GENERAL CONDITIONS
TABLE OF CONTENTS
(continued)

	Page
ARTICLE 62 PATENTS	114
ARTICLE 63 OWNERSHIP OF CONTRACT DOCUMENTS	114
ARTICLE 64 NOTICE OF TAXABLE POSSESSORY INTEREST	115
ARTICLE 65 SURVIVAL OF OBLIGATIONS	115

00 72 13 – GENERAL CONDITIONS

ARTICLE 1 DEFINED TERMS

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

1. Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.
2. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.
3. Additional Work -- New or unforeseen work will be classified as “Additional Work” when the City’s Representative determines that it is not covered by the Contract.
4. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
5. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.
6. Bidder -- The individual or entity who submits a Bid directly to the City.
7. Caltrans Standard Specifications – Latest Standard Specifications of the State of California, Department of Transportation. Any reference therein to a State agency or officer shall be interpreted as if the corresponding City office or agent acting under this contract were so specified.
8. Caltrans Standard Plans - Standard plans of the State of California, Department of Transportation, 2023. All metric measurements or quantities in the Caltrans Standard Plans shall be disregarded, and equivalent United States measures used.
9. Change Order (“CO”) -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.
10. Change Order Request (“COR”) -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work. This term may also be referred to as a Change Order Proposal (“COP”), or Request for Change (“RFC”).
11. City -- The City of Milpitas.
12. City Council, Council -- The City Council of the City.

13. City's Representative -- The individual or entity as identified in the Special Conditions to act as the City's Representative.
14. Claim -- A demand or assertion by the City or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
15. Contract -- The entire integrated written agreement between the City and Contractor concerning the Work. "Contract" may be used interchangeably with "Agreement" in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.
16. Contract Documents -- The documents listed in Section 00 52 13, Article 5. Some documents provided by the City to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.
17. Contract Price -- Amount to be paid by the City to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.
18. Contract Times -- The number of days or the dates stated in the Contract Documents to: achieve defined Milestones, if any; and to complete the Work so that it is ready for final payment.
19. Contractor -- The individual or entity with which the City has contracted for performance of the Work.
20. Contractor's Designated On-Site Representative -- The Contractor's Designated On-Site Representative will be as identified in Section 00 72 13, Article 3 and shall not be changed without prior written consent of the City.
21. Daily Rate -- The Daily Rate stipulated in the Contract Documents as full compensation to the Contractor due to the City's unreasonable delay to the Project that was not contemplated by the parties.
22. Day -- A calendar day of 24 hours measured from midnight to the next midnight.
23. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.
24. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.
25. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

26. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.
27. Engineer, whenever not qualified, shall mean the City Engineer or its designee, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them. On all questions concerning the acceptance of materials, machinery, the classifications of material, the execution of work, conflicting interest of the contractors performing related work and the determination of costs, the decision of the Engineer, duly authorized by the City Council, shall be binding and final upon both parties.
28. Engineer of Record -- The individual, partnership, corporation, joint venture, or other legal entity named as such in Section 00 73 13, Article 1.1. or any succeeding entity designated by the City.
29. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a class I, class II, or class III disposal site in accordance with provisions of existing law, whichever is more restrictive.
30. Holiday -- The Holidays are defined as legal Federal, State, and City holidays including:
New Year's Day - January 1
Martin Luther King Jr.'s Birthday -- Third Monday in January
Lincoln's Birthday -- February 12
President's Day -- Third Monday in February
Cesar Chavez Day -- March 31
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving
Christmas Eve -- December 24
Christmas Day - December 25

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

31. Notice of Award -- The written notice by the City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the City will sign and deliver the Contract.
32. Notice of Completion -- The form which may be executed by the City and recorded by the county where the Project is located constituting final acceptance of the Project.
33. Notice to Proceed -- A written notice given by the City to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.

34. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
36. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.
37. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
38. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
39. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.
40. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the City for performance of any portion of the Work at the Site.
41. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.
42. Successful Bidder -- The Bidder submitting a responsive Bid to whom the City makes an award.
43. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.
44. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
45. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its bid or as adjusted in accordance with the Contract Documents.
46. Warranty -- A written guarantee provided to the City by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.

47. **Work** -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

1. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
2. **Interpretations.** The Contract Documents are intended to be fully cooperative and complementary. If the Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
 - A. Change Orders
 - B. Contract
 - C. Addenda
 - D. Special Conditions
 - E. Technical Specifications
 - F. Plans (Contract Drawings)
 - G. General Conditions
 - H. Instructions to Bidders
 - I. Notice Inviting Bids
 - J. Contractor's Bid Forms
 - K. City Standard Specifications
 - L. City Standard Drawings
 - M. Caltrans Standard Specifications, except Division 1
 - N. Caltrans Standard Plans
 - O. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

- A. Figures govern over scaled dimensions
 - B. Detail drawings govern over general drawings
 - C. Addenda or Change Order drawings govern over Contract Drawings
 - D. Contract Drawings govern over Standard Drawings
 - E. Contract Drawings govern over Shop Drawings
3. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality, and most expensive shall always apply.
4. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Project Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3 PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION

Before any Work at the site is started, a conference attended by the City, Contractor, City's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

At this conference the City and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

ARTICLE 4 CONTRACT DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, **five (5)** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents, including submittals, at the Project site.

ARTICLE 5 EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

1. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
2. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
3. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.
4. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 6 EXISTENCE OF UTILITIES AT THE WORK SITE

1. The City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.
2. Unless indicated otherwise on the Plans and Specifications, no excavations were made to verify the locations shown for underground utilities. The service connections to these utilities may not be shown on the Plans. Any connections shown on the Plans are general locations. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
3. If applicable, all water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.

4. Notwithstanding the above, pursuant to section 4215 of the Government Code, the City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for Bids, the City shall assume the responsibility for their timely removal, relocation, or protection.
5. Contractor, except in an emergency, shall contact the appropriate regional notification center (USA North), Northern California Underground Service Alert at 811 or 1-800-227-2600 or on-line at usnorth811.org at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor.

ARTICLE 7 SOILS INVESTIGATIONS

1. Reports and Drawings. The Special Conditions identify:
 - A. those reports known to the City of explorations and tests of subsurface conditions at or contiguous to the site; and
 - B. those drawings known to the City of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).
2. Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability, and are not Contract Documents. Contractor shall make its own interpretation of the “technical data” and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such “technical data,” Contractor may not rely upon or make any claim against the City, City’s Representative, or Engineer of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - A. the completeness of such reports and drawings for Contractor’s purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - B. other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or
 - C. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

ARTICLE 8 CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the City. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 9 WORKERS

1. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
2. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

ARTICLE 10 INDEPENDENT CONTRACTORS

Contractor shall be an independent contractor for the City and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of City and are not entitled to benefits of any kind normally provided employees of City, including but not limited to, state unemployment compensation or workers' compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

ARTICLE 11 SUBCONTRACTS

1. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.
2. The City reserves the right to accept all subcontractors. The City's acceptance of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
3. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 12 VERIFICATION OF EMPLOYMENT ELIGIBILITY

By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of the Contractor or its subcontractors,

sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 13 REQUESTS FOR SUBSTITUTION

1. For the purposes of this provision, the term “substitution” shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.
2. Pursuant to Public Contract Code section 3400(b), the City may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.
3. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract Documents. However, the City has adopted uniform standards for certain materials, processes, and articles.
4. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any “or equal” material, process, or article no later than 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.
5. Substantiating data as described above shall include, at a minimum, the following information:

- A. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.
 - B. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.
 - C. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.
 - D. Information detailing the durability and lifecycle costs of the proposed substitution.
- 6. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.
 - 7. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.
 - 8. The Contractor shall bear the costs of all City work associated with the review of substitution requests.
 - 9. If substitution requests approved by the Engineer require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

ARTICLE 14 SHOP DRAWINGS

- 1. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop drawings, calculations, schedules, and materials list, and all other provisions required by the Contract Documents. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the transmittal letter of the submittal.
- 2. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written acceptance. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 15 SUBMITTALS

1. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Contract Documents. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
2. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
3. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 16 MATERIALS

1. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
2. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
3. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
4. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.
5. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the City or any independent contractor.
6. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the City shall not be liable for Contractor's failure to so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Form, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

7. The City shall provide compensation for actual quantities of materials installed in accordance with the Contract Documents and at the price set forth in the Contractor's bid and/or executed change order. The City is not obligated to pay for materials stored on/off site but not yet installed in accordance with the Contract Documents.

ARTICLE 17 PERMITS AND LICENSES

1. Contractor shall obtain all other necessary permits and licenses for the construction of the Project, including encroachment permits, and shall pay all fees required by law and shall comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of public health and safety. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City. Any construction permits required by City for performing any work on this project will be issued by City at no charge to Contractor. Contractor and all subcontractors shall maintain a City business license at all times they are performing the Work.

ARTICLE 18 TRENCHES

1. **Trenches Five Feet or More in Depth.** Contractor shall submit to the Engineer at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.
2. **Excavations Deeper than Four Feet.** If the Work involves excavating trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly, and before the excavation is further disturbed, notify the City in writing of any of the following conditions:
 - A. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - B. Subsurface or latent physical conditions at the site differing from those indicated.
 - C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 19 DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances, and provide the City Engineer with detailed records and quantities of the materials that were sent to recycling centers. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

ARTICLE 20 REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

ARTICLE 21 SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other sanitary facilities required by Cal/OSHA shall be the responsibility of the Contractor.

ARTICLE 22 AIR POLLUTION CONTROL

Contractor shall comply with all air pollution and dust control rules, regulations, ordinances and statutes, including, but not limited to, those required by the Air Quality Management District. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

ARTICLE 23 LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense.

ARTICLE 24 TESTS AND INSPECTIONS

1. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and City inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
2. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
3. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
4. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.
5. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
6. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 25 PROTECTION OF WORK AND PROPERTY

1. The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
2. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the City and the Contractor.

ARTICLE 26 CONTRACTOR'S MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 27 AUTHORIZED REPRESENTATIVES

The City shall designate representatives, who shall have the right to be present at the Project site at all times. The City may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 28 HOURS OF WORK

1. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

2. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
3. The Contractor shall pay to the City a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
4. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the City. Contractor shall also timely notify the City when work will be performed outside regular working hours or on weekends or holidays.
5. City will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to city/county ordinance.
6. Refer to the most current version of the City of Milpitas Noise Abatement Ordinance, Ord. 196.6 of the Municipal Code Section V-213. It shall be unlawful for any person to engage or permit to engage in construction of any building or related road or walkway, pool, or landscape improvement or in the construction operations related thereto including to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 7:00 p.m., Monday through Sunday, unless otherwise approved by the City:
 - A. Powered Vehicles
 - B. Construction Equipment
 - C. Loading and Unloading Vehicles
 - D. Domestic Power Tools

ARTICLE 29 PAYROLL RECORDS; LABOR COMPLIANCE

1. Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

2. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
3. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.
4. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:
 - A. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - B. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.
5. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
6. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the contract shall not be marked or obliterated.
7. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars (\$100.00) to the City for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.
8. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 30 PREVAILING RATES OF WAGES

1. The Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the City's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.
2. The Contractor shall forfeit as a penalty to the City not more than Two Hundred Dollars (\$200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
3. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 31 PUBLIC WORKS CONTRACTOR REGISTRATION

Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

ARTICLE 32 EMPLOYMENT OF APPRENTICES

1. Contractor and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.
2. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
3. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.
4. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 33 NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to 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.

1. **Additional Insureds; Waiver of Subrogation.** The City, its elected and appointed officials, officers, attorneys, agents employees and volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.
2. **Workers' Compensation Insurance.** The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.
3. **Employer's Liability Insurance.** Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.

4. **Commercial General Liability Insurance.** Contractor shall provide “occurrence” form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor’s operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.
- A. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor’s indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.
 - B. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
 - C. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.
 - D. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.
 - E. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

5. **Automobile Liability Insurance.** Contractor shall provide “occurrence” form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars (\$1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the City. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.
6. **Builder’s Risk [“All Risk”]**. Not Applicable
7. **Contractor’s Pollution Liability Coverage.** Not Applicable
8. Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by City. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor’s coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys’ fees, incurred by the City as a result thereof.

ARTICLE 37 FORM AND PROOF OF CARRIAGE OF INSURANCE

1. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City’s Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a “follow form” endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
2. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, agents, employees, and volunteers.

3. The Certificate(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
4. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. City reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if, in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
6. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

ARTICLE 38 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

1. **Time for Completion/Liquidated Damages.** Time is of the essence in the completion of the Work. Work shall be commenced within **ten (10) Days** of the date stated in the City's Notice to Proceed and shall be completed by Contractor specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed as determined by the City. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

2. **Inclement Weather.** Contractor shall abide by the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule. The Contractor shall implement measures and make contingencies as may be required to protect the Work and to all allow Work to proceed during wet or inclement weather to prevent delay or stoppage.
3. **Extension of Time Due to Weather Delays:** The City and Contractor mutually agree that excusable delay events associated with the occurrence of inclement weather will be based only on conditions that were not foreseeable at the time the Contract was entered into. The Contractor's construction schedule shall include an allowance for the following schedule of expected weather delay days. If the Contractor encounters fewer inclement weather days per month or in total than shown below, then the City has the right to use the unencountered balance of days as an offset against any other claims for excusable delays or Owner-caused delays. Actual inclement weather days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. All Contractor claims for excusable delay due to excessive inclement weather shall be for critical path work only and must be supported by a Time Impact Analysis as described in Article 42. No additional compensation will be granted for an excusable delay.

Month	Calendar Days
January	6
February	6
March	7
April	4
May	3
June	1
July	0
August	1
September	2
October	2
November	3
December	5
Total Annual Inclement Weather Days	40

4. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the City in writing of causes of delay. The City shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

5. **No Damages for Reasonable Delay.** The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 39 SCHEDULE OF VALUES, COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the City:

1. When requested by the Engineer, and within ten (10) Days of Notice to Proceed with the Contract, the Contractor shall provide a Schedule of Values consisting of a detailed estimate giving a complete breakdown of the Contract price for each lump sum bid item in the Contract.
2. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
3. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.
4. Following the City's Acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request.
5. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

ARTICLE 40 PROGRESS ESTIMATES AND PAYMENT

1. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include any amount earned for authorized extra work. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the City has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section B below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.

2. The Contractor shall provide an updated project schedule with each payment request.
3. The City may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:
 - A. Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.
 - B. Defective work not remedied.
 - C. Failure of Contractor to make proper payments to his subcontractor or for material or labor.
 - D. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.
 - E. Damage to another contractor or a third party.
 - F. Amounts which may be due the City for claims against Contractor.
 - G. Failure of Contractor to keep the record ("as-built") drawings up to date.
 - H. Failure to provide update on construction schedule as required herein.
 - I. Site cleanup.
 - J. Failure to comply with Contract Documents.
 - K. Liquidated damages.
 - L. Legally permitted penalties.
4. The City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (B)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the City shall be deemed the agent of Contractor and any payment so made by the City shall be considered as a payment made under contract by the City to Contractor and the City shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The City will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

5. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The City shall make the progress payment within 30 calendar days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Engineer exceeds the seven (7) Day requirement.
6. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the City.

ARTICLE 41 SECURITIES FOR MONEY WITHHELD

Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the City to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the City to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

ARTICLE 42 CHANGES AND EXTRA WORK.

1. Contract Change Orders.

- A. The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. Except as otherwise provided herein, all such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- B. Contractor shall promptly execute changes in the Work as directed in writing by the City even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation shall be presented in writing. No claim will be considered after the Work in question has been completed unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor.
- C. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.
- D. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.
- E. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the work, including Additional Work, promptly and expeditiously.
- F. Contractor shall make available to the City any of the Contractor's documents related to the Project immediately upon request of the City, as set forth in Article 52.
- G. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

2. Contract Price Change.

A. Process for Determining Adjustments in Contract Price.

- a) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract Price or Contract Time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the City, unless the City requests that proposals be submitted in less than seven (7) Days.
- b) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- c) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the City.
- d) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the City, including but not limited to estimates and quotations from subcontractors or material suppliers, as the City may reasonably request. Contractor shall certify the accuracy of all Change Order Requests under penalty of perjury.
- e) If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the City has the right to order the Contractor in writing to commence the Work immediately on a time and materials basis and/or issue a lump sum change to the Contract Price and/or Contract Time in accordance with the City's estimate. If the change is issued based on the City's estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the City's estimate was in error.

3. Unit Price Change Orders.

- A. When the actual quantity of a Unit Price item is found to vary from the Bid Form, compensation for the change in quantity will be calculated by multiplying the actual quantity by the Unit Price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents. Contractor shall immediately inform the Engineer when the actual quantities vary from estimated quantities.
 - B. No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the Bid Form include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.
 - C. Bid items included on the Bid Form may be deducted from the Work in their entirety without any negotiated extra costs.
 - D. Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Form will be adjusted to reflect the actual unit quantities which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of a final additive or deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in City's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract Time in accordance with the Contract Documents.
4. Lump Sum Change Orders. Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be segregated as follows:
- A. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
 - B. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the City shall determine the materials cost, at its sole discretion.

- C. Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of \$1,000 or less, shall be considered included in the Overhead and Profit mark-ups established below. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.

5. Time and Materials Change Orders.

- A. General. The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items.
- B. Timely and Final Documentation.
- a) T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the City's Representative for an approval signature **each day** Additional Work is performed. Failure to get the City's Representative's approval signature each Day shall result in a waiver of Contractor's right to claim these costs. The City's Representative's signature on time sheets only serves as verification that the Work was performed and is not indicative of City's agreement to Contractor's entitlement to the cost.
- b) T&M Daily Summary Sheets. All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by Contractor within **three (3) Days** of incurring the cost for labor, material, equipment, and special services as Additional Work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Each T&M Daily Summary Sheet shall include Contractor's actual costs incurred for the Additional Work performed that day and a cumulative total of Contractor's actual costs incurred for the Additional Work. Contractor's failure to provide a T&M Daily Summary Sheet showing a total cost summary within three (3) Days but within five (5) Days of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Daily Summary Sheet within five (5) Days of performance of the Work will result in a total waiver of Contractor's right to claim these costs.

- c) T&M Total Cost Summary Sheet. Contractor shall submit a T&M Total Cost Summary Sheet, which shall include total actual costs, within **seven (7) Days** following completion of City approved Additional Work. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Contractor's failure to submit the T&M Total Cost Summary Sheet within seven (7) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the T&M Summary Sheets or the performance of the Additional Work.
- i. Labor. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in the Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.
 - i. Equipment Operator Exception. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.
 - ii. Foreman Exception. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to the Additional Work shall be paid. Indirect labor costs, including, without limitation, the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead.
 - ii. Materials. The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Project site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.
 - i. Trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by Contractor.
 - ii. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to

be the price paid to the actual supplier as determined by the City's Representative.

- iii. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Additional Work items or the current wholesale price for such materials delivered to the Project site, whichever price is lower.
 - iv. If, in the opinion of the City's Representative, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Project site less trade discounts.
 - v. The City reserves the right to furnish materials for the Additional Work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on City furnished materials.
- iii. Equipment.
- i. Rental Time. The rental time to be paid for equipment on the Project site shall be the time the equipment is in productive operation on the Additional Work being performed and, in addition, shall include the time required to move the equipment to the location of the Additional Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the Additional Work, even though located at the site of the Additional Work.
 - (a) Rental Time Not Allowed. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 - (b) Computation Method. The following shall be used in computing the rental time of equipment on the Project site.
 - (i) When hourly rates are paid, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
 - (ii) When daily rates are paid, any part of a day less than 4 hours operation shall be

considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.

ii. Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate (i.e., daily, monthly) resulting in the least total cost to the City for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the City's Representative. Contractor may furnish cost data which might assist the City's Representative in the establishment of the rental rate.

iii. Contractor-Owned Equipment.

(a) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.

(b) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then City shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the City that the equipment could be actively used on another project.

(i) All equipment shall, in the opinion of the City's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.

(ii) Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the City's Representative, in duplicate, a description of the equipment and

its identifying number and the scheduled Additional Work activities planned.

- (iii) Unless otherwise specified, manufacturer's rating and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
- iv. Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.
 - i. Invoices for Special Services. When the City's Representative and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs, after validation of market values by the City's Representative.
 - ii. Discount and Allowance. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit specified herein, a total allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.
 - iii. When the City determines, in its sole discretion, that competitive bidding is necessary for certain special services, Contractor shall solicit competitive bids for those special services.
- v. Excluded Costs. The term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.
 - i. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;

- ii. Office Expenses. Expenses of Contractor's principal and branch offices;
 - iii. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;
 - iv. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;
 - v. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;
 - vi. Small Tools. Cost of small tools valued at less than \$1,000 and that remain the property of Contractor;
 - vii. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;
 - viii. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;
 - ix. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;
 - x. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.
- vi. Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
- i. "Net Cost" is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide City with documentation of the costs, including,

but not limited to, payroll records, invoices, and such other information as City may reasonably request.

- ii. For Work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.
- iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor's Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.
- iv. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.
- v. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

- vii. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.
- viii. For added or deducted Work by subcontractors, the Contractor shall furnish to the City the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors
- ix. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the City a detailed record of the cost to the Contractor, signed by such vendor or supplier.
- x. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- xi. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's change order form in an attempt to reserve additional rights.

- xii. If the City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the City, a Change Order will be issued by the City. If no agreement can be reached, the City shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within fifteen (15) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the City may require.

B. Change of Contract Times.

- 1. The Contract Times may only be changed by a Change Order.
- 2. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to this Article. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.
- 3. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence, unless City's Representative allows an additional period of time to ascertain more accurate data in support of the request. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.
- 4. City may elect, at City's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.
- 5. 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 a 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

1. Final Inspection. Upon written notice from Contractor that the entire Work is complete, the Engineer will promptly make a final inspection and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

2. **Final Acceptance.** After Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as-builts), and other documents required by the Contract Documents, the City shall execute and file with the County in which the Project is located a Notice of Completion, constituting final acceptance and completion of the Project, except as may be expressly noted.
3. **Final Payment.**
 - A. **Application for Payment.** Upon execution of the Notice of Completion, Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied (except as previously delivered) by: all documentation called for in the Contract Documents, including but not limited to a fully completed Conditional Waiver and Release on Final Payment
 - B. **City's Review of Application and Acceptance.** If, on the basis of the City's observation of the Work during construction and final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the City is satisfied that the Work has been completed and Contractor has satisfied all other requirements for final payment, the City will process the final payment 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.
 - C. **Payment Becomes Due.** Within sixty (60) Days after the presentation to the City of the proper and complete final application for payment and accompanying documentation, the amount recommended by the Engineer, less any sum the City is entitled to set off pursuant to the Contract Documents, will become due and will be paid by the City to Contractor.
4. **Waiver of Claims.** The making and acceptance of final payment will constitute a waiver of all Claims by Contractor against the City other than those previously made in accordance with the requirements herein and expressly acknowledged by the City in writing as still unsettled.

ARTICLE 44 OCCUPANCY

The City reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 45 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the City's choosing), indemnify and hold harmless the City, officials, officers, agents, employees, and representatives, and each of them from and against:

1. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the City or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the City or its officials, officers, employees, or authorized volunteers.
2. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.
3. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
4. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the City Council's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

ARTICLE 46 PROCEDURE FOR RESOLVING DISPUTES

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 42, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

1. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.
2. **Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 42 "Changes and Extra Work" has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 42, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment. The claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.
3. **Supporting Documentation.** The Contractor shall submit all claims in the following format:
 - A. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
 - B. List of documents relating to claim:
Specifications
 - Drawings
 - Clarifications (Requests for Information)
 - Schedules
 - Other
 - C. Chronology of events and correspondence
 - D. Analysis of claim merit
 - E. Analysis of claim cost
 - F. Time Impact Analysis in CPM format

4. **City's Response.** Upon receipt of a claim pursuant to this Article, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the City issues its written statement.
 - A. If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three Days following the next duly publicly noticed meeting of the City's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
 - B. Within 30 Days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than \$15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
5. **Meet and Confer.** If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 Days of receipt of the City's response or within 15 Days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.
6. **Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

- A. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 - B. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 - C. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
 - D. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.
7. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
8. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:

- A. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 - B. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
9. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**
10. **Non-Waiver.** The City's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

ARTICLE 47 CITY'S RIGHT TO TERMINATE CONTRACT

- 1. Termination for Cause by the City:

- A. In the sole estimation of the City, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the City may serve written notice upon the Contractor and its Surety of the City's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) calendar days unless such violations have ceased and arrangements satisfactory to the City have been made for correction of said violations.
- B. In the event that the City serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform the Contract. If the Surety does not: (1) give the City written notice of Surety's intention to take over and commence performance of the Contract within 15 calendar days of the City's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of the Contract within 30 calendar days of the City's service of said notice upon Surety; then the City may take over the Work and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.
- C. In the event that the City elects to obtain an alternative performance of the Contract as specified above: (1) the City may, without liability for so doing, take possession of and utilize in completion of the Work such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion (A special lien to secure the claims of the City in the event of such suspension is hereby created against any property of Contractor taken into the possession of the City under the terms hereof and such lien may be enforced by sale of such property under the direction of the City Council without notice to Contractor. The proceeds of the sale after deducting all expenses thereof and connected therewith shall be credited to Contractor. If the net credits shall be in excess of the claims of the City against Contractor, the balance will be paid to Contractor or Contractor's legal representatives.); and (2) Surety shall be liable to the City for any cost or other damage to the City necessitated by the City securing an alternate performance pursuant to this Article.

2. Termination for Convenience by the City:

- A. The City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the City determines that a termination is in the City's interest.
 - B. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the Effective Date of such termination.
 - C. After receipt of Notice of Termination, and except as directed by the City's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:
 - a) Stop Work as specified in the Notice.
 - b) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
 - c) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 - d) Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.
 - e) Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.
 - f) Submit to the City's Representative, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience."
- 3. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.
 - 4. In the event that the City exercises its right to terminate this Contract pursuant to this clause, the City shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, the following amounts:

- A. All actual reimbursable costs incurred according to the provisions of this Contract.
 - B. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the City's Representative that it is reasonably probable that Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.
 - C. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.
5. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

ARTICLE 48 WARRANTY AND GUARANTEE OF WORK

1. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the City, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date of the Notice of Completion of the Project without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.
2. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as City may require 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.

3. In addition to the warranty set forth in this Article, Contractor shall obtain for City all warranties that would be given in normal commercial practice and assign to City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City as required.
4. When specifically indicated in the Contract Documents or when directed by the Engineer, the City may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the City for installation by the Contractor to be voided or reduced, Contractor shall indemnify City from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the City for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.
5. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.
6. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the City shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.
7. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
8. Acceptance of Defective Work.

- A. If, instead of requiring correction or removal and replacement of Defective Work, the City prefers to accept it, City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to City's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.
- B. If any acceptance of defective work occurs prior to release of the Project Retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by City.
- C. If the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.
- D. If the acceptance of Defective Work occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to City.

9. City May Correct Defective Work.

- A. If Contractor fails within a reasonable time after written notice from City's Representative to correct Defective Work, or to remove and replace rejected Work as required by City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, City may, after seven (7) Days' written notice to Contractor, correct, or remedy any such deficiency.
- B. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City and City's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable City to exercise the rights and remedies to correct the Defective Work.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by City correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work; and City shall be entitled to an appropriate decrease in the Contract Price.
- D. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.
- E. If the Change Order is executed after all payments under the Contract have been paid by City and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.
- F. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to City.
- G. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to City correcting Defective work.
 - a) Nothing in the Warranty or in the Contract Documents shall be construed to limit the rights and remedies available to City at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

ARTICLE 49 DOCUMENT RETENTION & EXAMINATION

1. In accordance with Government Code section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
2. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.
3. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

ARTICLE 50 SEPARATE CONTRACTS

1. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
2. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.
3. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 51 NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to the City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 52 NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code section 9201, the City shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The City is entitled to recover reasonable costs incurred in providing such notification.

ARTICLE 53 STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 54 INTEGRATION

1. **Oral Modifications Ineffective.** No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
2. **Contract Documents Represent Entire Contract.** The Contract Documents represent the entire agreement of the City and Contractor.

ARTICLE 55 ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the City. Any assignment or change of Contractor's name of legal entity without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 56 CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect City's rights under the Contract, including but not limited to the bonds.

ARTICLE 57 ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Public Contract Code section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC, Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials

pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 58 PROHIBITED INTERESTS

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 59 CONTROLLING LAW

Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

ARTICLE 60 JURISDICTION; VENUE

Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of Santa Clara County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

ARTICLE 61 LAWS AND REGULATIONS

1. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, it shall bear all costs arising therefrom.
2. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

ARTICLE 62 PATENTS

Contractor shall hold and save the City, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this contract.

ARTICLE 63 OWNERSHIP OF CONTRACT DOCUMENTS

All Contract Documents furnished by the City are City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such

documents. With exception of one complete set of Contract Documents, all documents shall be returned to the City on request at completion of the Work.

ARTICLE 64 NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

ARTICLE 65 SURVIVAL OF OBLIGATIONS

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

END OF GENERAL CONDITIONS

00 73 13 – SPECIAL CONDITIONS

1. Engineer of Record.

- A. For purposes of this Project, the Engineer of Record or Engineer shall be: Carlton D. Allen, III, PE, Bennett Engineering Inc.

2. Location of the Project.

The project is located at the locations shown on sheet T-1 on the approved plans

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

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

4. Site Data.

NOT USED

5. Pre-Purchased or Pre-Negotiated Material.

NOT USED

6. Designation of City's Representative.

- A. Unless otherwise modified by City, City's Representative shall be Mohit Chaudhary, Principal Civil Engineer.

7. Project Retention

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

8. Liquidated Damages Due to Contractor Delay.

- A. Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, City will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code section 53069.85, City shall therefore be entitled to **Five Thousand Dollars \$5,000** 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.

9. Utility Outages – Notices to Residents.

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

10. Schedule Constraints.

The project work along South Park Victoria Drive and Yellowstone Avenue shall start after **June 05, 2026**, and be completed prior to **August 10, 2026**. The work hours during school shall be **9:00AM – 2:00PM**, if school is in session.

11. Safety Programs.

NOT USED.

12. Coordination with Other Contractors.

NOT USED.

END OF SPECIAL CONDITIONS

01 00 00 – GENERAL REQUIREMENTS

1. GENERAL

A. Description

- a) The Street Resurfacing 2026 project consists of rehabilitating various streets throughout the city within the limits as shown on these plans. Street Resurfacing shall include AC Digout/Repair and Grind/Overlay where required. In addition, work will include minor concrete work; upgrading existing curb ramps to comply with current ADA requirements; curb and gutter repair; signing and striping; sidewalk repair; traffic signal modifications; and adjusting utility covers to finished grade shall all be completed according to these plans and all associated contract documents.
- b) The project is located at the locations shown on sheet T-1 on the approved plans

2. (NOT USED)

3. EXECUTION

A. Layout of Work and Quantity Surveys

- a) General. The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work, and all necessary surveys to compute quantities of Work performed.
- b) City and/or the Engineer of Record has established primary control to be used by the Contractor for establishing lines and grades required for the Work.
- c) Primary control consists of benchmarks and horizontal control points in the vicinity of the Work. A listing and identification of the primary control is provided on the Drawings. Before beginning any layout work or construction activity, the Contractor shall check and verify primary control, and shall advise the City Representative of any discrepancies.
- d) Quantity surveys. The Contractor shall perform such surveys and computations as are necessary to determine quantities of Work performed or placed during each progress payment period, and shall perform all surveys necessary for the City Representative to determine final quantities of Work in place. The City Representative will determine final quantities based upon the survey data provided by the Contractor, and the design lines and grades. If requested by the City Representative, the Contractor shall provide an electronic copy of data used for quantity computations.
- e) All surveys performed for measurement of final quantities of Work and material shall be subject to approval of City's Representative. Unless waived by City's Representative in each specific case, quantity surveys made by the Contractor shall be made in the presence of City's Representative.
- f) Surveying
 - i. Accuracy. Degree of accuracy shall be an order high enough to satisfy tolerances specified for the Work and the following:
 - (1) Right-of-way and alignment of tangents and curves shall be within 0.1 foot.
 - (2) Structure points shall be set within 0.01 foot, except where operational function of the special features or installation of metalwork and equipment require closer tolerances. When formwork has been placed and is ready for concrete, the Contractor shall check the formwork for conformance with the drawings and to ensure that the forms are sufficiently within the tolerance limits for the completed work.
 - (3) Cross-section points shall be located within 0.1 foot, horizontally and vertically.
 - (4) Aerial Mapping shall meet National Mapping Standards for 2-foot contour intervals.

- ii. Records. Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded on electronic data collectors or in standard field books and must be of sufficient quality to enable the Contractor to prepare accurate record drawings as required by the Contract Documents.
- iii. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required for surveys for the layout of work and quantity surveys shall be included in the Schedule of Pay Items for items of work requiring the surveys. No additional compensation shall be made to the Contractor for this Work.

B. SCHEDULE

- a) Estimated Schedule. Within 21 Days after the issuance of the Notice of Award, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.
- b) Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The overall Project Schedule duration shall be within the Contract time.
- c) Weather Allowance. The schedule shall allow adequate time for inclement weather.
- d) Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer monthly when requested to do so by Engineer. Contractor shall also submit schedules showing a three week detailed look-ahead at bi-weekly meetings conducted with the City. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

C. TEMPORARY FIELD OFFICE
NOT USED.

D. PROTECTION OF WORK AND PROPERTY

- a) All traffic detector loops, fences, walls, culverts, monuments, or other obstructions (except property line monuments within five (5) feet of the centerline of the mains) which are removed, damaged, or destroyed in the course of the Work, shall be replaced or repaired to the original condition at no additional cost to City. Contractor shall be responsible for the cost to repair, replace, relocate, and replacement of utilities whether or not those obstructions have been shown on the Plans, unless otherwise stated herein. It is then the Contractor's responsibility to employ at its expense a Licensed Land Surveyor to restore all property line monuments located more than five (5) feet from the centerline of the mains, which are destroyed or obliterated. Property line monuments located within five (5) feet of the centerline of the mains will be replaced by the City at no expense to the Contractor, provided the City is notified at least 48 hours before the property line monuments are damaged.
- b) Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- c) Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:
 - i. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
 - ii. Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - iii. Deliver materials to the Project site over a route designated by the Engineer.
 - iv. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
 - v. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
 - vi. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the City, at no cost to the City.

- vii. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.
 - viii. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
 - ix. At the completion of work each day, leave the Project site in a clean, safe condition.
 - x. Comply with any approved stage construction and traffic control plans. Access to residences and businesses shall be maintained at all times, unless otherwise permitted in writing by the City.
 - xi. Cover and or protect work and project site as may be required to prevent or mitigate schedule delay and to allow work to proceed during wet weather or wet conditions.
- d) These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefore.
- e) Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

E. SITE CONDITIONS SURVEYS

- a) Work Included.
- b) Contractor shall conduct thorough pre-construction and post-construction site condition surveys of the entire project area. Site Conditions surveys shall include written documentation of the conditions found, as well as photographs and video recordings of the area within at least 80 feet of any construction area and staging area. The written notes, photographs, and video shall be suitable for forensic purposes to resolve any damage claims that may arise as a result of construction.
- c) Submittals.
 - i. Written documentation of site condition survey at pre-construction and post-construction.
 - ii. Photographs as described herein of pre-construction and post-construction conditions.
 - iii. Video recordings as described herein of pre-construction and post-construction conditions.
 - iv. Submittals shall be made within three days of the surveys. All post-construction data shall be submitted prior to the final project inspection.
- d) Site Condition Written Documentation.
- e) Written documentation shall include the time, date, and conditions under which the site survey was made. The documentation shall note the condition of structures, pavement, sidewalks, utilities, fences, and etc. within the work areas.
- f) Photographs & Video Recording.
 - i. General – Prior to starting Work, Contractor shall provide a video recording of the project site. 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.

- ii. The photographs shall document existing damage to public and private facilities, both prior to and after construction. Conditions to be documented include, but are not limited to: sidewalk cracks, broken curbs, separated property walls, improvements within public 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.
 - iii. Photographs shall include items to indicate scale, as needed. In particular, scales or other items shall be laid next to close ups of structural cracks and other damaged areas being recorded. Scaling shall also be used to document elevation differences, as needed.
 - iv. One set of color prints and the preconstruction site video shall be submitted. Additional sets shall be available for reviewing in settling any construction disputes. A set of photos shall also be furnished in electronic format. The resolution shall be at least equal to 7 mega-pixels. All photos shall be documented as to time and date taken, photographer, project number, location, and orientation. Documentation shall include a brief description of objects photographed.
- g) Video Recording.
- i. Video recordings shall document the conditions of the entire area affected by construction, as well as nearby structures and facilities. The general documentation requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.
 - ii. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.
 - iii. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.
 - iv. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.
 - v. The Engineer shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected.

- vi. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted either digitally or on standard DVDs in a standard format.

h) Timing.

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

- i) Site Surveyor.
- j) 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.
- k) Field Quality Control.
- l) 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.
- m) Soils Compaction Testing.
 - i. All soils compaction testing will be done by a licensed geotechnical engineer furnished by the City. Soils compaction testing will be done for all footings and foundations prior to placement of rebar or concrete.
 - ii. For pipeline construction, soil compaction testing will be done at 100-foot intervals or as ordered by the project soils/geotechnical report at the bottom of the trench prior to placement of pipe bedding; at the top of the pipe bedding above the pipe; every two vertical feet of trench backfill or as otherwise ordered by the project soils/geotechnical report; at the top of the trench backfill, which could be the bottom of the pavement section; and at the top of the aggregate base prior to pavement construction.

F. Submittal Requirements for Manuals and Record Drawings

- a) General. The Contractor shall furnish all materials and perform all Work required for furnishing submittals to City in accordance with Contract Documents. The Contractor shall submit Project Record Drawings, Technical Manual, Spare Parts, and other required items within 5 days following completion of project construction, and prior to Contractors request for Project Acceptance.
- b) Technical Manuals.
 - i. The Contractor shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by City's operation and maintenance staff.
 - ii. The Technical Manual shall be subdivided first by specification section number; second, by equipment item; and last, by "Category." The Contractor shall furnish to City four (4) identical Technical Manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.

G. Spare Parts List - The Contractor shall furnish to City six (6) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall include those spare parts which each manufacturer recommends be maintained by City in inventory. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to assist City in ordering. The Contractor shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring binder.

H. Record Drawings

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

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

I. MATERIALS

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

J. LOCAL CONDITIONS AND REQUIREMENTS

a) Access to Work and Haul Routes

- i. General. All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor. Contractors anticipated Haul Routes shall be in compliance with the City's approved Truck Routes available from the Engineer.
- ii. Access, Damage, Restoration. The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements, and other limitations that affect or may affect transportation and ingress or egress at the Site.
- iii. The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads shall be restored to their original condition. Prior to using any road for access to the Site, the Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to City's Representative.
- iv. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

b) Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Engineer to perform in a safe and satisfactory manner the Work required by the contract.

c) Construction Water.

- i. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.
- ii. Construction recycled water will be made available to the contractor from one of three fill locations within the city limits. If there is a need for construction recycled water during construction, the contractor shall apply for a city construction recycled water meter at the city hall finance counter prior to the beginning of work. A security deposit of \$2,000 is required for the construction water meter from which the meter rental fee and cost of water will be deducted. If the rental fee and the water costs exceed the \$2,000.00 deposited, an invoice will be issued to the contractor for payment.

- iii. Construction potable water will only be made available to the contractor if it can be demonstrated that recycled water cannot be used for the construction activities. potable water will be made available from existing city fire hydrant(s) nearest the proposed construction site as approved by the engineer, or by such other means as may be expressly approved in writing by the engineer. If there is a need for water during construction, the contractor shall apply for a city construction water meter at the city hall finance counter prior to the beginning of work. a security deposit of \$2,000 is required for the construction water meter from which the meter rental fee and cost of water will be deducted. If the rental fee and the water costs exceed the \$2,000.00 deposited, an invoice will be issued to the contractor for payment.
 - iv. All required water, all work and materials required for obtaining, pumping, transporting and applying and otherwise disposing of said water shall be in an approved manner and shall be performed by, and at the expense of the contractor and no extra or separate compensation will be made thereof.
- d) Operation of Existing Water Facilities
- i. The Contractor shall not operate any of the existing water systems, including pumps, motors, valves, and hydrants, but shall contact the City two (2) working days in advance with a list and location of the water system facilities that will require operating, opening, stopping, or closure by the City.
 - ii. At the option of the Engineer, the Contractor may be permitted to operate valves for the purpose of making connections to existing mains. The City will perform all notification to existing customers regarding temporary loss of service.
 - iii. Contractor shall submit a request on City's standard form for any shut-down of existing water facilities.

e) Construction at Existing Utilities

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

f) Traffic Control

- i. General. Contractor shall abide by traffic control plans approved by the City.
- ii. Protections. Roads subject to interference by the Work shall be kept open or suitable temporary passages through the Work shall be provided and maintained by the Contractor. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flag persons, danger signals, and signs, and shall take all necessary precautions for the protection of the Work and the safety of the public. No construction work along public or private roads may proceed until the Contractor has proper barricades, flasher lights, flag persons, signals, and signs in place at the construction site.
- iii. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

g) Cleaning Up

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

K. ENVIRONMENTAL QUALITY PROTECTION

a) Environmental Conditions

NOT USED

b) Landscape and Vegetation Preservation

- i. General. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.
- ii. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours.
- iii. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.
- iv. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

c) Protected Species

- i. General. If, in the performance of the Work, evidence of the possible occurrence of any State or Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to City within 2 Days.
- ii. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal.
- iii. If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any City directed changes to the Work as a result of a siting will be pursuant to the Contract Documents.
- iv. False Siting. Any costs or delays incurred by City or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.

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

d) Preservation of Historical and Archeological Resources

- i. General. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor notify the Construction/Archeological Monitor and/or the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the Construction/Archeological Monitor and/or City within 2 Days.
- ii. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource.
- iii. If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the City Representative and the Construction/Archeological Monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any City directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents.
- iv. Contractor's Liability. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify City pursuant to the Contract Documents.
- v. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

e) Dust and Pollution Control

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

f) Management of Storm, Surface and Other Waters

- i. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such waters in conjunction with the Project, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

- ii. The Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to the San Francisco Bay Regional Water Quality Control Board Order No. R2-2015-0049 (NPDES Permit No. CAS 612008), and State Water Resources Control Board Order No. 2010-0014-DWQ, Order No. 2009-0009-DWQ, and Order No. 2012-0006-DWQ, and any amendment or renewal thereof ("Construction General Permit"). Contractor must perform all construction operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.
- iii. Compliance with Construction General Permit. Contractor must comply with all aspects of the Construction General Permit, State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, as amended by Order Nos. 2010-0014-DWQ and 2012-0006-DWQ, and any amendment or renewal thereof (NPDES CAS000002), for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common plan of development or sale.

(1) Permit registration. Unless otherwise specified in the Special Conditions, Contractor must prepare the Notice of Intent for coverage under the Construction General Permit and all Permit Registration Documents (PRDs), including but not limited to the Storm Water Pollution Prevention Plan (SWPPP), as those terms are defined in the Construction General Permit. Contractor must coordinate submittal of all PRDs with 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.

(2) Before any Construction General Permit related documents may be submitted to the State Board or implemented on the Project site, they must first be reviewed and accepted by City. Acceptance by the City does not relieve the Contractor from ensuring such documents comply with all laws applicable laws, regulations, and orders.

(3) Contractor must ensure that the SWPPP is developed by a Qualified SWPPP Developer and implemented by a Qualified SWPPP Practitioner as those terms are defined in the Permit. Contractor must implement the SWPPP and all other provisions of the Construction General Permit, including the monitoring and reporting requirements, preparing and submitting all reports, plans, inspections, and monitoring information in compliance with the Construction General Permit. The SWPPP must include industry standard requirements for water quality control including but not be limited to the following:

Sediment and erosion control measures to manage sediment and erosion including vegetative practices, structural control, silt fences, straw dikes, sediment controls or operator controls as appropriate. Storm water management measures shall be instituted as required, including velocity dissipaters, and solid waste controls shall address controls for building materials and offsite tracking of sediment.

Wastewater and storm water management controls to divert offsite surface flows around the Project site and to divert surface flows within the Project area away from areas of open earth or stockpiles of building and other materials. Wastewater from general construction activities, such as drain water collection, aggregate processing, concrete batching, drilling, grouting, or other construction operations, shall not enter flowing or dry watercourses without having met the authorized non-storm water discharge requirements listed in State Board Water Quality Order No. 2009-0009-DWQ, Section III.C., including proper notification to the Regional Water Board.

Pollution prevention measures including methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials which include prevention measures to control silting and erosion, and which will intercept and settle any runoff of sediment-laden waters.

Turbidity prevention measures for prevention of excess turbidity including, but are not restricted to, intercepting ditches, settling ponds, gravel filter entrapment dikes, flocculating processes, recirculation, combinations thereof, or other approved methods that are not harmful to aquatic life. All such wastewaters discharged into surface waters, shall contain the least concentration of settleable material possible, and shall meet all conditions of section 402, the National Pollutant Discharge Elimination System (NPDES) permit.

Overall construction site management measures to address changes at the Project site as the Project moves through

different phases and changes that account for rainy and dry season management practices.

Pollution control measures and construction activity methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.

Control measures for stockpiled or deposited materials prohibiting the stockpile or deposit of excavated materials, or other construction materials, near or on stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can, in any way, encroach upon the watercourse.

Develop and implement a Rain Event Action Plan (REAP), if required, that must be designed and implemented to protect all exposed portions of the site 48 hours prior to any likely precipitation event.

Monitoring, reporting and record keeping, as necessary to achieve compliance with applicable Permit requirements, including but not limited to annual reports and rain event reports.

(4) City retains the right to procure and maintain coverage under the Construction General Permit for the Project site if the Contractor fails to draft a SWPPP or other Construction General Permit related document, or fails to proceed in a manner that is satisfactory to City. City reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Construction General Permit shall be City's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Construction General Permit, any costs or fines incurred by City in implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.

- iv. For those Work sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Construction General Permit, the Contractor shall be responsible for preparing and implementing construction industry best management practices to eliminate or reduce the discharge of pollutants from construction sites, such as the best management practices set forth in the CASQA Construction BMP Handbook.
- v. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, district, drainage district, flood control district, and other local agencies regarding discharges of storm water, surface water, groundwater or other nuisance waters off of the Project site.

g) Contractor violations.

- i. Failure to implement the SWPPP or otherwise comply with the Construction General Permit or local state and federal laws is a violation of this Contract. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify, defend – with counsel acceptable to the City – and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.
- ii. City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any enforcement action and/or settlement reached between the City and any relevant enforcement entity.
- iii. City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the the laws, regulations and policies described in this Article, or any other relevant water quality law, regulation, order, or policy.
- iv. If noncompliance with any relevant law, regulation or permit, order, or policy occurs, the Contractor shall report this to the City Representative immediately, with the specific information submitted in writing within 2 Days. Consistent violations of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in City stopping all site activity until compliance is ensured. The Contractor shall not be entitled to any change in Contract Price or Contract Times, claim for damage, or additional compensation by reason of such a work stoppage. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.

h) Oil storage tanks management.

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

- i) Underground tank prohibition. The Contractor shall not use underground storage tanks.
- j) Construction safety standards. The Contractor shall comply with the sanitation and potable water requirements of Section 7 of United States Bureau of Reclamation's publication "Reclamation Safety And Health Standards."
- k) Other Permits.
 - i. Other permits applicable to the Project are listed in the Special Conditions. The Contractor shall obtain all other necessary licenses and permits.
 - ii. Monitoring. The Contractor is required to conduct monitoring in order to meet the requirements of the permits, which may include sampling, testing and inspections.
 - iii. Recordkeeping. The Contractor shall retain all records and data required by the permits for the time specified in the contract.
- l) Cost. Except as specified herein, the cost of complying with this section shall be included in the Schedule of Pay Items for work which necessitates the water pollution prevention measures required by this paragraph.

L. TESTING REQUIREMENTS

- a) General
 - i. Material and sample testing is the responsibility of the Contractor and their third-party material testers. Contractor shall follow the testing requirements specified in Exhibit "A" and provide test results to the City. The Federal requirements specified in Exhibit "A" take precedence over City testing requirements.
 - ii. The City has the right to audit testing procedures or perform supplemental testing to verify contract requirements are met. This does not release the contractor from the requirement to perform their own testing.

END OF GENERAL REQUIREMENTS

01 20 00 – MEASUREMENT AND PAYMENT

1. Bid Item No. 1 & Bid Alt Item No. 1– Mobilization (5% Maximum)

Refer to Section E-01 “Mobilization” for Measurement and Payment of Bid Item No. 1 and Bid Alt Item No.1, “Mobilization”.

2. Bid Item No. 2 – Neighborhood Notification

Refer to Section E-02 “Neighborhood Notification” for Measurement and Payment of Bid Item No. 2, Neighborhood Notification.

3. Bid Item No. 3 & Bid Alt Item No. 2- Traffic Control (10% Maximum)

Refer to Section E-03 “Traffic Control” for Measurement and Payment of Bid Item No. 3 and Bid Alt Item No. 2, Traffic Control.

4. Bid Item No. 4 – Monument Referencing (Incl. Pre-Construction And Post Construction)

Refer to Section E-04 “Monument Referencing (Incl. Pre-Construction And Post Construction)” for Measurement and Payment of Bid Item No. 4, Monument Referencing.

5. Bid Item No. 5 - Water Pollution Control Program

Refer to Section E-05 “Water Pollution Control Program” for Measurement and Payment of Bid Item No. 5, Water Pollution Control Program.

6. Bid Item No. 6 – Type II – Fiberized Slurry Seal With Crack Seal

Refer to Section E-06 “Slurry Seal” and E-21 “Crack Seal” for Measurement and Payment of Bid Item No. 6, Type II – Fiberized Slurry Seal With Crack Seal.

7. Bid Item No. 7 & Bid Alt Item No. 3– Hot Mix Asphalt (Type A) 1.5”, 2”, and 2.5”, 3”, 6”

Refer to Section E-07 “Hot Mix Asphalt” for Measurement and Payment of Bid Item No. 7 and Bid Alt Item No. 3, Hot Mix Asphalt (Type A).

8. Bid Item No. 8 – Rubberized Hot Mix Asphalt (Type G) 1.5”, 2.5”

Refer to Section E-08 “Rubberized Hot Mix Asphalt” for Measurement and Payment of Bid Item No. 8, Rubberized Hot Mix Asphalt (Type G).

9. Bid Item No. 9 through 12– Base Repair (4”, 5”, 5.5”, and 6” Thick)

Refer to Section E-09 “Base Repair” for Measurement and Payment of Bid Item No. 9, Base Repair.

10. Bid Item No. 13 – Geosynthetic Pavement Interlayer (Paving Fabric)

Refer to Section E-10 “Geosynthetic Pavement Interlayer” for Measurement and Payment of Bid Item No. 13, Geosynthetic Pavement Interlayer.

**11. Bid Item No. 14 through 16 & Bid Alt Item No. 4 and 5 – Asphalt Concrete Grinding
- 2", 2.5", 3", 6"**

Refer to Section E-11 "Asphalt Concrete Grinding" for Measurement and Payment of Bid Item No. 14 through 16 and Alt Bid Item No. 4 and 5, Asphalt Concrete Grinding.

12. Bid Item No. 17 – Sidewalk Removal and Replacement

Refer to Section E-12 "Portland Cement Concrete Construction" for Measurement and Payment of Bid Item No. 17, Sidewalk Removal and Replacement.

13. Bid Item No. 18 - Curb and Gutter Removal and Replacement (Beyond Ramp Limits)

Refer to Section E-12 "Portland Cement Concrete Construction" for Measurement and Payment of Bid Item No. 18, Curb and Gutter Removal and Replacement (Beyond Ramp Limits).

14. Bid Item No. 19 – Install Curb Ramp (Per Caltrans Standard Drawings)

Refer to Section E-12 "Portland Cement Concrete Construction" for Measurement and Payment of Bid Item No. 19, Install Curb Ramp (Per Caltrans Standard Drawings).

15. Bid Item No. 20 – Surface Applied Detectable Warning Surface

Refer to Section E-12 "Portland Cement Concrete Construction" for Measurement and Payment of Bid Item No. 20, Surface Applied Detectable Warning Surface.

16. Bid Item No. 21 – Adjust Monument Cover to Grade

Refer to Section E-13 "Adjustment Of Appurtenances" for Measurement and Payment of Bid Item No. 21, Adjust Monument Cover to Grade.

17. Bid Item No. 22 & Bid Alt Item No. 6 – Adjust Water Valve Cover to Grade

Refer to Section E-13 "Adjustment Of Appurtenances" for Measurement and Payment of Bid Item No. 22 and Bid Alt Item No. 6, Adjust Water Valve Cover to Grade.

18. Bid Item No. 23 – Adjust Gas Valve Cover to Grade

Refer to Section E-13 "Adjustment Of Appurtenances" for Measurement and Payment of Bid Item No. 23, Adjust Gas Valve Cover to Grade.

19. Bid Item No. 24 – Adjust Flushing Inlet Cover to Grade

Refer to Section E-13 "Adjustment Of Appurtenances" for Measurement and Payment of Bid Item No. 24, Adjust Flushing Inlet Cover to Grade.

20. Bid Item No. 25 & Bid Alt Item No. 7 – Adjust Storm Sewer Manhole Frame and Cover to Grade

Refer to Section E-13 "Adjustment Of Appurtenances" for Measurement and Payment of Bid Item No. 25 and Bid Alt Item No. 7, Adjust Storm Sewer Manhole Frame and Cover to Grade.

21. Bid Item No. 26 – Adjust Storm Drain Manhole Frame and Cover to Grade

Refer to Section E-13 “Adjustment Of Appurtenances” for Measurement and Payment of Bid Item No. 26, Adjust Storm Drain Manhole Frame and Cover to Grade.

22. Bid Item No. 27 – Adjust Water Manhole Frame and Cover to Grade

Refer to Section E-13 “Adjustment Of Appurtenances” for Measurement and Payment of Bid Item No. 27, Adjust Water Manhole Frame and Cover to Grade.

23. Bid Item No. 28 – Adjust Storm Drain Drainage Inlet to Grade

Refer to Section E-13 “Adjustment Of Appurtenances” for Measurement and Payment of Bid Item No. 28, Adjust Storm Drain Drainage Inlet to Grade.

24. Bid Item No. 29 through 42 & Bid Alt Item No. 6– Traffic Line (by Detail Number or Type) and Pavement Marking (By Color or Symbol), Red Curb Paint, Green Bike Lane Marking, Traffic Line and Pavement Markings, Diagonal Buffer

Refer to Section E-14 “Traffic Markings” for Measurement and Payment of Bid Item No. 29 through 41, Traffic Line (by Detail Number or Type), Bid Item No. 39 Pavement Marking (By Color or Symbol), Bid Item No. 40 Red Curb Paint, Bid Item No. 41 Green Bike Lane Marking, Bid Item No. 42 Diagonal Buffer and Bid Alt Item No. 8 Traffic Line and Pavement Markings.

25. Bid Item No. 43 & 44 – Remove and Replace Pavement Sign; Relocate/Reset Roadway Sign

Refer to Section E-14 “Traffic Markings” for Measurement and Payment of Bid Item No. 43 and 44, Remove and Replace Sign on Existing Post, and Install New Sign and Post.

26. Bid Item 45 – Portable Changeable Message Signs

Refer to Section E-15 “Portable Changeable Message Sign” for Measurement and Payment of Bid Item No. 45, Portable Changeable Message Signs.

27. Bid Item No. 46 to 52 – Traffic Signal Modification

Refer to section E-23 “Electrical” for Measurement and Payment of Bid Items No 46-52 “Traffic Signal Modification” at the respective intersections.

28. Bid Item 53 – Roadside Sign Lighting System

Refer to Section E-23 “Electrical” for Measurement and Payment of Bid Item No. 53, Roadside Sign Lighting System.

29. Bid Item 54 – Radar Speed Feedback Sign Systems

Refer to Section E-23 “Electrical” for Measurement and Payment of Bid Item No. 54, Radar Speed Feedback Sign Systems.

END OF SECTION

01 31 00 – NOTICE TO PROCEED

The Contractor shall accomplish the following items prior to being issued a Notice to Proceed:

1. Attend City Pre-Construction Meeting with the Engineer. Attendees shall include the Contractor, Contractor's Superintendent, and all Subcontractors.
2. Obtain favorable City review of Contractor's Construction Base-Line Schedule, which shall be completed in accordance with the requirements of the Contract Documents.
3. Obtain favorable City review of Contractor's Water Pollution Control Plan, and/or De-Water Operations Plan (if applicable) which shall be completed in accordance with these Contract Documents.
4. Obtain favorable City review of Contractor's Traffic Control/Staging Plan completed in accordance with these Contract Documents.
5. Obtain favorable City review of Contractor's Construction Sequence/Work Plan completed in accordance with these Contract Documents.

Upon completion of these items, and any other requirements as may be specified elsewhere in these Contract Documents, the Engineer will issue a Notice to Proceed to the Contractor. This Notice will establish the first chargeable day of the Contract. However, the City shall start charging contract days 21 calendar days following the date of the Contractor's receipt of the Notice of Award letter, regardless of the Contractor's progress in completing all the items specified above and/or elsewhere within the Contract Documents.

The Contractor shall notify the Engineer of its intent to begin work at least 24-hours prior to beginning work by calling (408) 586-3270. Once work begins, notification must be made only if work is delayed or suspended.

END OF NOTICE TO PROCEED

01 33 00 – LIST OF SUBMITTALS

Refer to the General Conditions, Technical Provisions, and elsewhere within the Contract Documents regarding the Submittal requirements and required Submittals for this Work. The list of submittals shall include, but is not limited to the following:

	<i>ITEM DESCRIPTION</i>	<i>Refer to Section:</i>	<i>TIME FOR CITY REVIEW (WORKING DAYS)</i>
1.	Base-Line Schedule	01 00 00	10
2.	USA Tag & Number	00 72 13	5
3.	Schedule of Values	00 72 13	10
4.	Construction Water Permit	01 00 00	10
5.	Record Drawing	01 00 00	10
6.	Construction Work Plan	01 31 00	10
7.	Portable Changeable Message Sign Location	E-15	5
8.	Construction Notices/ List of Addresses	E-01	5
9.	Traffic Control/Staging Plans	E-03	10
10.	Paving/Grinding/Surfacing Plan	E-11	10
11.	Existing Site photos/ Video	E-17 & 01 00 00	5
12.	Hot Mix Asphalt (HMA) (Type – A) Mix Design and Rubberized HMA (Gap Graded), Material, Truck Delivery Tickets, and Certificate of Compliance	E-07 & 08	10
13.	Cold Milling Disposal Delivery Tickets	E-11	5
14.	Water Pollution Control Plan	E-05	10
15.	Concrete Mix Design, Material, Truck Delivery Tickets, and Certificate of Compliance	E-12	5
16.	Detectable Warning Surface	E-12	5
17.	Traffic Marking Material, and Certificate of Compliance	E-14	5
18.	Roadside Signage Material	E-14	5
19.	Lead Compliance Plan	E-14	10
20.	Proposed Truck Route/Haul Route	E-03	5
22.	Root Barrier	E-17	5
23.	Traffic Signal Modification	E-23	5

Contractor shall provide Certificate of Compliance (COC) for all relevant items shown in Exhibit “A”.

END OF LIST OF SUBMITTALS

Certification Page

ENGINEER'S CERTIFICATIONS :

These Technical Specifications have been prepared for **City of Milpitas**, for the following project:

Street Resurfacing 2026

The documents have been prepared by, or under the direct supervision of the following design Professional Engineer(s), licensed in the State of California:



REVIEWED BY: CARLTON D. ALLEN III, PE - REGISTERED CIVIL ENGINEER DATE: **March 12, 2026**

02 00 00 – TECHNICAL PROVISIONS

E-01 MOBILIZATION

PART 1 - GENERAL

1.1 OBJECTIVES

Mobilization shall conform to the applicable provisions in Section 9-1.16D, "Mobilization", of the latest State Standard Specifications.

1.2 WORK INCLUDED

- a) Mobilization and demobilization
- b) Preparatory work and activities those necessary for the movement of personnel, equipment, supplies, and incidentals to the job site
- c) Establishment of all offices, building, trailers, and other facilities necessary for work on the project
- d) Submittals, bonding and insurance requirements
- e) Public notifications in English and Spanish
- f) Contacting and notifying utility companies
- g) Fabricating and installing project identification signs
- h) Private property owner agreement for storage facilities
- i) All other work and activities which must be performed or costs incurred prior to beginning work on the various contract items on the project site

1.3 REFERENCES

- a) Cal/OSHA – California Division of Occupation Safety and Health
- b) Underground Services Alert (USA)

1.4 MEASUREMENT AND PAYMENT:

- a) The contract **Lump Sum** price paid for “**Mobilization (5% Maximum)**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in mobilization as specified herein. The total lump sum shall not exceed 5% of the total Base Bid, any amount in excess of 5% shall be paid with the release of retention payment.
 - i. Partial payment for Mobilization shall conform to Public Contract Code 10264. The City will make partial payments for the mobilization costs of a contract subject to this chapter, not to exceed the following:
 - ii. When 5 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization, or 2.5 percent of the original contract amount, whichever is lesser, may be paid.
 - iii. When 10 percent of the original contract amount is earned, 75 percent of the amount bid for mobilization or 3.75 percent of the original contract amount, whichever is lesser, may be paid.
 - iv. When 20 percent of the original contract amount is earned, 95 percent of the amount bid for mobilization, or 4.75 percent of the original contract amount, whichever is lesser, may be paid.
 - v. When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization, or 5 percent of the original contract amount, whichever is lesser, may be paid.
 - vi. Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 5 percent of the original contract amount will be paid.

PART 2 - (NOT USED)

PART 3 - EXECUTION

3.1 MOBILIZATION

- a) Mobilization shall consist of preparatory work and activities listed in Part 1.1 above.
- b) Ensure that adequate existing sanitation facilities are available or the Contractor shall provide and maintain adequate sanitation facilities. All wastes and refuse from sanitary facilities provided by the Contractor's operations shall be disposed of away from the site in accordance with all laws and regulations pertaining thereto.
- c) Mobilization shall also include demobilization upon completion of work and cleanup of the site.
- d) Provide all labor, materials, equipment and incidentals to prepare the site for the timely start and efficient completion of all work. This includes obtaining all necessary licenses and permits, providing required submittals including but not limited to a detailed project schedule.
- e) Notify all existing utility companies shown on the Drawings as first order of work, in writing and by telephone call

END OF SECTION

E-02 NEIGHBORHOOD NOTIFICATION

PART 1 - GENERAL

1.1 WORK INCLUDED

a) Maintenance of Access and Public Notification:

- i. Vehicular access shall be maintained at all times to all existing driveways within the project site. Pedestrian access and circulation that is fully wheelchair accessible shall be maintained by the Contractor throughout the project area. No closure of any street, driveway, or right of way may occur without written authorization from the Engineer. Advance Public Notification:
- ii. Two weeks and 48 hours prior to beginning any Work, the Contractor shall provide approved Construction Notices as approved by the Engineer, to all residents, businesses, property owners, tenants and applicable parties within 300 feet and or adjacent to the project area.
 - a. Specify the expected date for start of construction, a general description of the construction activity to take place, expected duration of the activity, and the name, address, 24-hour telephone number of the Contractor and project website information.
 - b. Provide updated notices prior to beginning of major construction activity, including start of construction, concrete flatwork, pavement grinding, pavement base repair, and pavement overlays.
 - c. The Contractor shall provide a copy of the notice for review and approval to the Engineer. Refer to the Submittal requirements in General Conditions.
 - d. The Contractor shall provide the Engineer with a list and a map of the street addresses where the notices will be posted and/or mailed.
 - e. The Contractor shall provide additional notification to properties abutting work areas for curb ramps and sidewalk replacement.
 - f. The Contractor shall provide copies of distributed approved Construction Notices to the Engineer.
- iii. The contractor shall create and maintain a live update Website to provide construction activity updates for all project streets, current schedules, and contractor and City contact information. The Engineer shall approve website information format.

b) NO PARKING SIGNS/TOWING:

- i. The contractor's construction activities shall minimize on-street parking restrictions. Reasonable on-street parking supply shall be made available within 500 feet of a no-parking restriction, unless otherwise approved by the Engineer.
- ii. The Contractor shall provide "No Parking" signs with day of the week and work hours written out or properly abbreviated with 3 or 4 letters; the month shall be written out or properly abbreviated with 3 or 4 letters; date or dates of restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.
- iii. Signs shall be mounted such that the words, "No Parking" are at an elevation at least 3 feet and not more than 7 feet above the adjacent flow line. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The Contractor shall also include on the backside of the mounting stakes or barricades a current copy of the Construction Notice. The signs shall be placed as needed to control the parking of cars within the construction zone and shall be placed at a maximum spacing of sixty (60) feet.
- iv. Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor shall promptly reset or replace all damaged and defective signs. Upon completion of work in each area, all signs, stakes, and barricades shall be promptly and completely removed by the Contractor.
- v. The Contractor shall be fully responsible for adequate removal of all parked cars. All vehicle removal shall be coordinated by the Contractor with the Police Department. The Contractor shall notify the Police traffic sergeant upon posting of the parking restrictions for a particular street and when the signs are removed. For removal of parked vehicles, the Contractor shall notify the Police traffic sergeant not less than 2 hours prior to the needed removal with the address nearest the parked vehicle, make, model, color, and license number. The City shall not be responsible for any delay or additional cost associated with the removal of parked cars which obstruct the construction operation.
- vi. If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.
- vii. The following shall also be contacted by the Contractor and made aware of the intended construction activities 5 days, and 48-hours, prior to planned construction activities. Confirmation of notifications shall be submitted to the Engineer.

Contact	Telephone Number
Milpitas Police Department	(408) 586-2400
Milpitas Fire Department	(408) 586-2800

Contact the following only when work activities may affect

Valley Transportation Authority (VTA)

Superintendents Control Center:	(408) 546-7616
Long Term bus route closure or detours:	(408) 321-7062
Bus Stop closure or relocations:	(408) 952-4106
Safety Operator:	(408) 546-7970
Central Dispatch - Busing	(408) 546-7667
Light Rail (#1)	(408) 321-7036
Light Rail (#2)	(408) 546-7608

Alameda County Transit (AC Transit)

AC Transit	(510) 891-4777
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Waste Pick-up

Milpitas Sanitation (garbage collection):	(408) 988-4500
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City of Milpitas Solid Waste Coordinator:	(408) 586-3353
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Post Office Milpitas Branch

U.S. Post Office	(408) 262-0860
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- viii. The Contractor shall provide the City with written proof of notification of the parties listed above by listing all parties contacted, the names of those contacted, and the dates the contacts were made.
- ix. General: Schedule operations to minimize disruption of access to private property.
- x. Notice to Residents: Prior to blocking access to any private driveway or parking lot entrance, or impacting parking, notify the resident or business owner or tenant of pending closure and allow resident to remove vehicles.
- xi. Nights: During non-working hours no driveway, house, parking lane, or parking lot shall be denied access to a public roadway.

c) Postal Service Coordination:

- i. Prior to starting any construction activities, the Contractor shall contact the Milpitas branch of the U.S. Post Office to provide notice of the construction work, and to coordinate to ensure no stoppage of mail delivery due to the work.
- ii. The Contractor shall be responsible to ensure the work operations do not interrupt, impede, or stop mail delivery services to Milpitas residents, business or others. The Contractor shall provide temporary mailboxes or other services and facilities as necessary to ensure the mail delivered and not affected by the work.
- iii. Notice shall be given for general construction activity in an area as well as specific activities, which will, in any way, inconvenience the resident/property owner or affect their operations or access to their property.

d) Waste Pick-up:

- i. The Contractor shall not impede or impair waste haulers, recycling operations and buses within the project area. It is the Contractor's responsibility to determine which waste haulers, recycling operators and buses are scheduled to work in the project area and to develop a project schedule that will not impede or impair their operations.
- ii. The Contractor shall install and maintain a 24-hour telephone for project information and questions. The Contractor shall check for messages at least once every twelve hours, seven days a week, including weekends and holidays. The Contractor shall respond promptly to all calls.
- iii. Failure to comply with the above notification requirements could result in cancellation by the Engineer, of the day's work. No extension of time or additional cost will be granted for delays to the Contractor caused by any work cancellations due to Contractors failure to comply with the requirements of this Section.

e) Encroachment Permits: Contractor shall comply with required encroachment permit conditions when working in permitting jurisdiction's right of way.

1.2 MEASUREMENT AND PAYMENT

- A. The contract **Lump Sum** price paid for “**Neighborhood Notification**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in notifications to affected property owners, including preparing schedule notifications, making revisions to schedule per City comments, preparing draft and final flyers, notifying owners of parking impacts, postage, deliveries, posting of “No Parking” signs, maintaining access, creating and maintaining a live update website, providing temporary mailboxes, responding to questions from property owners, providing correspondences of all communications with property owners to the City, and all other work, as shown on the plans, as specified in the latest Standard Specifications, these Technical Specifications, and as directed by the Engineer.

PART 2 – (NOT USED)

PART 3 – (NOT USED)

END OF SECTION

E-03 TRAFFIC CONTROL

PART 1 – GENERAL

1.1 SUMMARY

- a) The Contractor shall provide for safe movement of vehicular, bicycle, and pedestrian traffic, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA), through and around construction operations. Traffic control requirements set forth herein are the minimum requirements imposed. The Contractor shall be solely responsible for providing all necessary protective measures.
- b) The Contractor shall supply and install traffic control devices including, but not limited to, warning, regulatory, and guide signs, equipment, pavement delineation, and flaggers in accordance with Section 12, "Temporary Traffic Control," of the latest Standard Specifications. The Contractor shall prepare and submit Traffic Control/Staging/Detour plans for the Work. Contractor shall be responsible for submitting traffic control plans to Caltrans for any work within Caltrans right-of-way. Caltrans requires up to 60 days to approve and review an Encroachment Permit application.
- c) All temporary traffic control plans including temporary pedestrian and bicycle access plans submitted by the Contractor shall conform to California Manual of Uniform Traffic Control Devices (CA MUTCD) – Latest Edition.

1.2 DESCRIPTION OF WORK

- a) Work Included:
 - i. At all times, provide safe and adequate passage for vehicular and pedestrian traffic through, around, and adjacent to all construction operations by use of detours, bridging, backfilling, paving, traffic barriers or other favorably reviewed means.
 - ii. Establish and maintain detours and conduct construction operations in such a manner as to minimize hazard, inconvenience, and disruption to the public.
 - iii. Provide for protection of pedestrians & cyclists and separation of pedestrians & cyclists from construction operations at all times.
 - iv. Direct, divert and detour traffic through, around and adjacent to construction operations in accordance with the Traffic Control and Pedestrian/Bicycle Access Control Plans (TC&PBAC Plans) as specified herein or in accordance with favorably reviewed TC&PBAC Plans. Revise the TC&PBAC Plans as necessary only with the favorable review of the Engineer.

1.3 REFERENCES

- a) Standard Plans and Specifications, California Department of Transportation, latest edition.
- b) California Manual on Uniform Traffic Controls (CAMUTCD), California Department of Transportation, latest edition.
- c) Work Area Traffic Control Handbook, Building News Incorporated, P.O. Box 3031, Terminal Annex, Los Angeles, California 90051.

1.4 SUBMITTALS

- a) Traffic Control/Stage/Detour Plan:
 - i. The Contractor shall submit site-specific Traffic Control/Staging/Detour Plan(s) stamped and signed by a licensed Professional Engineer/Traffic Engineer in the State of California for City's review and approval prior to issuance of Notice to Proceed. Plans shall be submitted to the Engineer a minimum of two (2) full Working Days prior to the Preconstruction Meeting or minimum of 14 calendar days prior to the Work.
 - ii. The Plan(s) shall consists of a scaled aerial view drawing(s) in accordance with the latest version of the State of California Department of Transportation "Manual of Traffic Controls for Maintenance and Construction Work Zones." Copies or modified copies of the Manual of Traffic Controls for Maintenance and Construction Work Zones or the Work Area Traffic Control Handbook or any other type of copied standardized traffic control plans shall not be acceptable.
 - iii. The Plan(s) shall show all traffic control measures and devices on the actual street(s) as it relates to the site conditions and to the safe movement of traffic for, but not limited to, lane closures, detours, no parking areas, signing program for construction, access to private property and business establishments, pedestrian traffic, railroad crossings, transit routes, loading areas, the proposed routing of the construction vehicles, hours required for access and the safe guards and procedures necessary to carry out the Work. The Plan(s) shall also indicate, but not be limited to, placement and type of warning signs, delineators, temporary lighting, devices, flaggers persons, construction vehicles and equipment staging, work hours and schedule.
 - iv. Due to traffic and vehicle speeds on Great Mall Parkway, night work will may be necessary for portions of the work. Traffic Control plans shall specify hours of operations per stage.

- v. Agency specific traffic control plans may be required to obtain encroachment permits or permits to construct.

b) Grading/Grinding/Surfacing Plans

- i. The Contractor shall submit grading, grinding and surfacing plans. The Plan(s) shall show all areas of work for major construction activities, expected durations, and major traffic control elements. Plans must be consistent with Contractor schedule and traffic control plans.

c) Lane Closure Restrictions:

- i. For any lane closure, the Contractor shall submit Traffic Control and Detour Plan for City's review and approval. The Plan(s) shall provide for the orderly and predictable movement of all traffic and pedestrians and for such guidance and warning as needed to ensure the safe and informed operation of individual elements of the traffic stream. Contractor shall not detour traffic or close lanes until the traffic control plan has been approved by the Engineer.
- ii. The Contractor shall keep a minimum of one 11-foot wide lane of traffic open in each direction during working hours. Attention is directed to these Contract Documents regarding specific traffic lane closure restrictions.
- iii. Additional lane closure restrictions may be imposed if there is evidence that excessive inconvenience to the public is observed during construction.
- iv. For narrow roadways where a minimum of one 11-foot wide lane of traffic open in each direction is not feasible, contractor shall maintain through traffic with flagging or submit a roadway closure plan with temporary detour for approval by the Engineer.
- v. For all lane closures or when an entire segment of roadway in one-direction is closed, flashing arrow boards, detour signs, and flaggers are required at all times to direct traffic into the opposite direction.

- vi. Contractor shall provide safe passage to properties along the road or street affected by lane closure at all times. Temporary crossings shall be provided and maintained in good condition.
- vii. Contractor shall not place any construction signs, delineators, cones, or any other construction type signs or appurtenances in the lane to be closed before 9:00 a.m. and after 4:00 p.m. Lane closure hours for residential streets may be extended from 8:00 a.m. to 5:00 p.m. These requirements are subject to modification by the Engineer. Contractor is required to coordinate with the City regarding potential night work and night work restrictions.
- viii. For properties with only one driveway access, Contractor shall not close access to driveways for more than four (4) hours. Driveways shall not be closed before 8:00 AM or after 4:00 PM. Contractor shall closely coordinate with the property owners and notify the property owners for impacts to their driveways.

1.5 Measurement and Payment:

- a) The contract **Lump Sum** price paid for “**Traffic Control (10% Max.)**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Traffic Control, complete in place, including preparation and approval process for Traffic Control/Staging/Detour Plans and Truck/Haul Route plans, warning devices, beacons, flaggers, temporary signs and posts, temporary asphalt tapers, removal of asphalt tapers and temporary striping when no longer required, temporary pavement delineation, maintain access for emergency vehicles at all times, maintaining access to garbage disposal trucks, USPS and other delivery trucks, detours for sidewalk closures, signage, placing, removing, storing, maintaining, moving to new locations, re-sequencing to accommodate project schedule, replacing and disposing of the components of the traffic control system, and traffic control devices including any traffic control needed for night time work, as specified in the State Standard Specifications, these Technical Provisions, and as directed by the Engineer. Total lump sum shall not exceed 10% of the total Base Bid.

PART 2 – PRODUCTS

2.1 CONSTRUCTION SIGNS

- a) Construction signs shall conform to the latest standards of the Standard Plans and Specifications and the CAMUTCD.
- b) Temporary warning signs in construction areas shall have a black legend and border on an orange background. Color for other signs shall follow the standard for all highway signs.
- c) All signs used during hours of darkness shall be retroreflective.
- d) After construction, Contractor to restore the sidewalk, landscape, or other existing facilities at the locations of the Construction area signs. Payment for sidewalk of landscape restoration shall be considered included in the construction area sign/traffic control pay items.

2.2 TRAFFIC CONTROL DEVICES

- a) General: Traffic control devices shall conform to the latest standards of the Standard Plans and Specifications and the CAMUTCD.
- b) Cones or Delineators:
 - i. Cones or delineators shall consist of cylindrical or cone shaped plastic devices, which shall be 18 inches to 48 inches in height.
 - ii. Cones or delineators shall have a flexible base of suitable weight, which will ensure stability.
 - iii. Cones or delineators used during hours of darkness shall be affixed with retroreflective sleeves or be internally illuminated meeting the requirements of the CAMUTCD.
- c) Barricades:
 - i. Barricades shall conform to the Standard Plans and Specifications and the CAMUTCD.
 - ii. Barricades used during hours of darkness shall be equipped with flashers.
- d) Water-Filled Barriers:

- i. Contractor has the option of installing water-filled barriers with the following requirements:
 - ii. Waterfilled barriers will be considered in lieu of temporary railings (Type K), upon a written request from the contractor along with proposed details, layout plan, temporary signing & striping and installation.
 - iii. The water filled plastic barriers shall conform to "Plastic Jersey JB-32" or approved equal. (<https://www.plasticjersey.com/> or approved equal). Contractor shall provide corner pieces and continuous longitudinal protection for pedestrians. Contractor shall install reflectors on the barriers. Contractor shall move barriers as needed for each stage of construction. Water-filled barriers may be relocated to subsequent stages of construction after the current stage is completed.
 - iv. Each barrier section shall have the capability of interlocking with other barrier sections when installed in a row through the use of independent clevis devices at the top of the barrier and a built-in male/female coupling at the bottom of the barrier. Each barrier section shall have ports for ground mounting.
 - v. Each barrier section shall have 2 drain plugs located on opposite sides of the barrier to ensure the separation of workers from traffic when draining barrier sections.
 - vi. Each barrier section shall have forklift holes to allow fully filled sections to be lifted and relocated.
 - vii. Barrier sections shall be colored either orange or white. When installed in a row, the sequence of colors shall be 4 white, 1 orange unless otherwise specified in the drawings.
- e) Other Traffic Control Devices: The project will include portable changeable message signs, concrete barriers or water-filled barriers, temporary pedestrian bridges, business directional signs, and other devices per the Contractor's approved TC&PBAC Plans.

2.3 TEMPORARY STEEL PLATES

- a) A. When approved by the Engineer, the Contractor may use steel plate bridging in-lieu of backfill and temporary asphalt where the roadway surface is to be opened to traffic. All steel plates shall be without deformation. Inspectors shall determine the trueness of steel plates by using a straight edge and shall reject any plate that is permanently deformed.
- b) B. Trench plates shall be coated with Antiskid type surface meeting State Standard Specifications of a nominal Coefficient of friction of 0.35 in accordance with California Test Method 342.

- c) The following table shows the advisory minimal thickness of steel plate bridging required for a given trench width (A-36 grade steel, designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual).

i.	Max Trench Width Thickness (inches)	Minimum Steel Plate
ii.	10 inches	1/2
iii.	1 feet 10 inches	3/4
iv.	2 feet 6 inches	7/8
v.	3 feet 4 inches	1
vi.	4 feet 1 inches	1-3/4
vii.	NOTE: For trench width spans greater than 4 feet 1 inches, a structural design shall be prepared, signed, and stamped by a California Registered Civil Engineer.	

PART 3 - EXECUTION

3.1 DIVERTING & PEDESTRIAN TRAFFIC

- a) Whenever construction operations obstruct the flow of pedestrian & bicycle traffic or present a hazard to pedestrians & cyclists, the Contractor shall take appropriate action to protect and separate pedestrians & cyclists from the work area and to direct pedestrians & cyclists to alternate routes.
- b) Such action to protect pedestrians & cyclists may include placement of barricades between pedestrians & bicycles and the work areas, placement of warning signs, and provision of personnel as required to protect pedestrians & cyclists as conditions warrant.
- c) Pedestrians and bicyclists will be protected at all times, 24 hours per day and seven days per week.

3.2 DIVERTING VEHICULAR TRAFFIC

- a) Whenever construction operations obstruct the flow of vehicular traffic or present a hazard to vehicles operating in the vicinity of construction operations, the Contractor shall take appropriate action to warn, detour and otherwise protect approaching drivers and vehicles.

3.3 TRAFFIC CONTROL DEVICES

- a) General:
 - i. Provide traffic control devices in sufficient quantities and types as required to provide safe and adequate traffic control.
 - ii. During hours of darkness approved lights shall be included, in proper working order, to illuminate signs and hazards and alert approaching traffic.
 - iii. Provide and maintain barricades along all open trenches in contact with traffic.
 - iv. No work may begin on any day or at any time before traffic control devices have been placed, test driven and adjusted.
- b) Placement:
 - i. Place all traffic control devices in accordance with the Standard Plans and Specifications, the CAMUTCD, and approved TC & PBAC Plans.
 - ii. Adjust locations of devices to suit the conditions and circumstances of each detour situation. In all cases, place signs to most effectively convey their messages to approaching traffic.
 - iii. The Contractor shall adjust and revise all traffic control devices if determined to be required by the City or Police Department.

- iv. The Contractor shall provide additional traffic control devices if required to maintain the safe flow of traffic through construction operation.
- c) Maintenance of Devices: The Contractor shall maintain all traffic control devices, at proper locations, and in proper working order, at all times during construction operations and whenever a hazard resulting from Contractor's operations exists. The Contractor shall adjust and revise traffic control devices, placement, etc., to suit changing conditions around construction operations.
- d) Removal of Devices: Traffic control devices shall remain in place at all times required to alert approaching traffic of upcoming hazards. After hazard has been removed, remove all traffic control devices. Remove signs or completely cover their messages.

3.4 SIGNAGE

- a) All construction signs and other warning devices shall be provided by the Contractor and shall become the Contractor's property after completion of the Contract. The Contractor shall refer to the current "Manual of Warning Signs, Lights and Devices for use in the Performance of Work Upon Highways" and the "Uniform Sign Chart" issued by the Department of Transportation, Division of Operations.
- b) Signage shall not block any driveway or access to private/public properties owners at any time, unless instructed by the Engineer.
- c) If the Contractor fails to provide, is neglectful of or negligent in furnishing and maintaining warning and protective facilities and personnel as herein provided within eight (8) hours of being notified by the Engineer of the need for such, the City may furnish and maintain such facilities and personnel. In this event, the City may charge the Contractor therefore by deducting the cost of such facilities and personnel from progress payments due to the Contractor as such costs are incurred by the City.

3.5 FLAGGERS

- a) General: The Contractor shall employ flaggers: As required for each specific detour.
 - i. At all locations on a construction site where barricades and warning signs cannot control the moving traffic.
 - ii. Flag persons shall be properly equipped and trained in accordance with "Instructions to Flagmen," published by the California Department of Transportation.
 - iii. Flaggers and all personnel working near traffic shall wear hardhats, orange/red, or State approved fluorescent green vests or shirts.
 - iv. Flaggers shall guide traffic with an appropriate stop/slow sign.

- b) Placement: Where flaggers are required, they shall be logically placed in relation to the equipment or operation so as to give adequate warning and shall be placed in accordance with the Standard Plans and Specifications, the CAMUTCD, and the approved TC & PBAC Plan.
- c) Warning Signs:
 - i. Place warning signs ahead of the flagger in accordance with the Standard Plans and Specifications, the CAMUTCD, and the approved TC&PBAC Plans. The distance between signs and the flagger shall be based on the posted traffic approach speed.
 - ii. During hours of darkness, illuminate flagger stations such that the flagger will be clearly visible to approaching traffic. Lights for illuminating the flagger station shall comply with the Standard Plans and Specifications, the CAMUTCD, and the approved TC & PBAC Plans.
- d) Equipment:
 - i. Provide flaggers with high-visibility safety apparel in accordance with the Standard Plans and Specifications, and the CAMUTCD at all times. Provide flaggers with hand signs in accordance with the Standard Plans and Specifications, and the CAMUTCD.
 - ii. Provide flaggers with two-way radios for communication when necessary. Red flags shall only be used for traffic control in emergency situations.
- e) The Contractor shall comply with flagging, traffic handling equipment, and device requirements of Section 12, "Temporary Traffic Control," of the State Standard Specifications with the exception of Section 12-1.04, "Payment".
- f) Flaggers and all personnel working near traffic shall wear hardhats, orange/red, or State approved fluorescent green vests or shirts.
- g) Flaggers shall guide traffic with an appropriate stop/slow sign.

3.6 NOTICE TO AGENCIES

- a) The Contractor shall notify in writing all agencies having jurisdiction at least 48 hours, excluding holidays and weekends, prior to instituting any lane closure or detour. At the end of each day's work, the Contractor shall inform the ambulance services, police and fire departments of the status of all detours and/or lane or road closures that will be in effect on the next day.
- b) List of Agencies/Adjacent Properties:
 - i. U.S. Postal Service
 - ii. Caltrans

- iii. School District Transportation Office, as appropriate
- iv. VTA for bus services
- v. City of Milpitas:
 - I. Fire Department
 - II. Police Department
 - III. Public Works Department - Engineering Departments

3.7 TEMPORARY HMA

- a) If the transition taper will be overlaid with HMA that is not placed before opening to traffic and there is a grade difference of more than 0.004 foot, construct a temporary taper by placing HMA that complies with section 39-2.07. Remove the temporary HMA taper before constructing the transition taper.
- b) If you do not complete placing the HMA surfacing before opening the area to traffic, you must:
 - i. Construct a temporary HMA taper to the level of the existing pavement.
 - ii. Place HMA during the next work shift.
 - iii. Submit a corrective action plan that shows you will complete cold planning and placement of HMA in the same work shift. Do not restart cold planning activities until the corrective action plan is authorized.

3.8 OPERATION OF CONSTRUCTION VEHICLES AND EQUIPMENT

- a) Construction Traffic and Vehicles: All inbound and outbound construction related traffic to and from the Site is restricted to public street(s) immediately adjacent to the Site.
- b) Construction Parking: Construction vehicles and equipment parking is restricted to areas within the Site and other areas as determined by the City.

- c) Most City streets within Milpitas have a 4-ton weight limit. A Truck Route/Haul Route Plan approved by the City is required for use of overweight equipment within the City of Milpitas. Refer to Appendix "A" or the City's Webpage for the City's approved Truck Route Map.
- d) The Contractor is advised that ALL Vehicle Code regulations apply to construction equipment in operation on this project, and the City will enforce all Vehicle Code regulations with respect to use of construction equipment operating on City Streets and Public Rights of Way.
 - i. Extralegal Loads - Equipment over 8'6" wide, 14' tall, and 80,000 pounds gross or over on axle weights. A City of Milpitas Transportation Permit is required for extralegal loads (oversize and overweight). It contains a specific route of travel for that single load. A Haul Route would be for major on-haul/off-hauls of material that bring in a large number of trucks at one time. Refer to the Appendix "A" for a copy of the City of Milpitas Transportation Permit. The Permit shall have been issued, and shall be in possession when operating such vehicles within the City of Milpitas. Drivers shall maintain strict adherence to the routes specified on the City approved Haul Route.
 - ii. Special Equipment (SE) Plates & Slow Moving Vehicle Emblems - Refer to Appendix "A" and the Vehicle Code for more information. All non-street legal construction equipment operating on a City Street or right-of-way shall display a Special Equipment (SE) plate when operating outside of the work zone, or traffic control cone zone.
 - iii. Load Regulations - Contractors are cautioned to ensure proper loading and on haul/off-haul procedures are followed.
 - I. Vehicles shall not be loaded to overweight
 - II. Off-haul loads for disposal or recycling shall be covered
 - III. All loads shall be properly secured with the correct number of tie-downs or chains
 - IV. All vehicles leaving the construction site shall be clean. No material or debris shall be on the vehicle body or stuck to its tires.

3.9 BUS STOPS

- a) Contractor is responsible for maintaining continuous service to all bus stops.
- b) The Contractor shall coordinate with the Valley Transportation Authority (VTA) when the Work is at or near the Bus Stop. The work shall not impede or close a bus stop unless coordinated first with VTA. The Work shall not cause unsafe conditions for bus riders or cause buses to release riders in the street or within the construction zone.
- c) As the first order of work, Contractor to meet with the VTA, and will submit for approval an exhibit indicating the relocation of bus stop. Sketch to include temporary bench and sign to be installed.

3.10 EMERGENCY VEHICLE ACCESS THROUGH DETOURS

- a) During construction in or adjacent to roadways in the project site, maintain at least one lane open in each direction of the road to allow emergency vehicle access for police, fire, and ambulance to the project vicinity.
- b) During all detours and/or street closures provide for 10' wide clear for movement of emergency vehicles through the work area.
- c) When temporary traffic control is performed by flaggers, they shall be instructed to give immediate passage to emergency vehicles with active lights or sirens.
- d) It is essential that the Contractor's work and equipment do not impede ingress and egress from any fire or police station, or hospital, to other areas of their service area.

3.11 ACCESS TO PRIVATE PROPERTY

- a) General: Schedule operations to minimize disruption of access to private property.
- b) Notice to Residents: Prior to blocking access to any private driveway or parking lot entrance, or impacting parking, notify the resident or business owner or tenant of pending closure and allow resident to remove vehicles.
- c) Nights: During non-working hours no driveway, house, or parking lot shall be denied access to a public roadway.

B. DETOURS DURING NON-WORKING HOURS

- a) General: The Contractor shall not be permitted to maintain any lane closure or road closure during non-working hours without first obtaining written approval of the Engineer.
- b) Restoration of Pavement:

- i. During non-working hours restore travel lanes to their original alignment and configuration by means of backfilling and temporary pavement or bridging in accordance with City Standards and approved by the City.
- ii. Place warning signs conforming to the Standard Plans and Specifications, and the CAMUTCD at uneven temporary pavement or bridging.

3.12 PUBLIC CONVENIENCE AND SAFETY

- a) The Contractor shall conduct his operations as to cause the least possible obstruction and inconvenience and maximum safety to both vehicular and pedestrian traffic.
- b) The Contractor shall bear full responsibility for maintaining all traffic control include, but not limited to, signage, equipment and devices and maintaining traffic circulation at all times during the Work.
- c) It is imperative that field traffic control be handled in such a manner as to adequately and safely direct all traffic movements in the construction area. The Contractor shall not be allowed to proceed with construction at any time when traffic control measures are inadequate to the field conditions, in the opinion of the Engineer. Additional traffic control measures may be required according to field conditions at the Contractor's expense.
- d) At their own expense, whenever the Contractor's operations creates a condition potentially hazardous to the public or traffic, the Contractor shall furnish additional traffic control measures and devices by any means necessary to provide adequate warning to the public of any dangerous conditions to be encountered.
- e) Contractor shall maintain an accessible corridor that provides at least one safe path of travel for all pedestrians at all times for the duration of the project. If any phase of the work obstructs an existing route, a detour must be provided.
- f) Public streets and sidewalks shall be immediately vacated and returned to public use when the use thereof is no longer necessary for the construction work.
- g) There shall be no period in which signs that are to be replaced or relocated are not displayed to the public. The Contractor shall install temporary signs and posts prior to removal, replacement, or relocation of existing signs to notify road users of regulations and provide warning and guidance needed for the uniform and efficient operation of all elements of the traffic stream in a manner intended to minimize the occurrences of crashes. Temporary signs shall follow CA MUTCD guidelines and shall be approved by the Engineer prior to installation.

3.13 SIDEWALKS, DRIVEWAYS, AND ADA RAMPS

a) PARKING RESTRICTIONS

- i. Post approved "NO PARKING – CONSTRUCTION TOW-AWAY ZONE" signs at all locations necessary to establish work areas and detour traffic. Obtain City permission for all parking stalls closed or impacted.
- ii. Signs: Signs shall read: "NO PARKING - CONSTRUCTION TOW-AWAY ZONE". Signs shall be placed at least 72 hours in advance of restriction.

3.14 TRENCH PLATES AND EXCAVATIONS

- a) General: Install Trench Plates across all trenches and excavations in existing streets and at driveways when work is not in progress. Trench plates shall be in accordance with the Standard Plans and Specifications and the CAMUTCD and approved by the City.

b) Design of Trench Plates:

- i. Bridging for vehicular traffic shall be of sufficient width to accommodate the required number of travel lanes.
- ii. Trench plates shall be designed to support H-20 vehicular traffic.
- iii. All bridging or trench plates shall be set flush with travel surface.

- c) Embed trench plates flush with the adjacent asphalt.

- d) No trench or holes shall be left open overnight. Use steel plates to protect open trenches overnight.

C. Temporary steel plate bridging

- a) When backfilling operations of a transverse or longitudinal excavation in the roadway cannot be properly completed within a work day, steel plate bridging with a non-skid surface and shoring shall be required to preserve unobstructed traffic and pedestrian flow. In such cases, the following conditions shall apply:

- i. Steel plates used for bridging must extend a minimum of 12-inches beyond the edges of the trench.
- ii. Steel plate bridging shall be flush with the roadway, and installed to operate with minimum noise or movement.
- iii. The trench shall be adequately shored to support the bridging and traffic loads.
- iv. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates, if plate installation by Method 2 described below, is used.

- v. Bridging shall be secured against displacement by using adjustable cleats, shims, or other devices.
- b) The Contractor is responsible for maintenance of the steel plates, shoring, asphalt concrete ramps, and ensuring that they meet minimum specifications.
- c) Steel plate bridging and shoring shall be installed using either Method 1 or 2:
 - i. Method 1 – For speeds of 45 MPH or greater:

The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate. Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2-inches into the pavement. Subsequent plates are to be butted and tack welded to each other.
 - ii. Method 2 – For speeds less than 45 MPH:

Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2-in into the pavement. Subsequent plates are to be butted and tack welded to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 5 percent with a minimum 12-inch taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either graded fines of asphalt concrete mix, concrete slurry, epoxy or an equivalent that is satisfactory to the Engineer.

3.15 TEMPORARY TRAFFIC LANES

- a) Temporary traffic lanes shall be at least 10 feet wide, one lane open in each direction. Provide an additional 2 feet of clearance from curbs. The length of temporary lanes should be limited to the area under construction and the distance necessary to divert traffic in accordance with the Standard Plans and Specifications, the CAMUTCD, and the approved TC&PBAC Plans.
- b) Turn lanes shall not be impacted without approval from the City.

3.16 TEMPORARY PAVEMENT DELINEATION

- a) Temporary pavement delineation shall be furnished, placed, maintained, and removed in accordance with the provisions in Section 12-3, "Temporary Traffic Control Devices," of the State Standard Specifications and these Technical Provisions. Nothing in these Technical Provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by the Department of Transportation.
- b) Whenever the work causes obliteration of any or all of the pavement delineation, temporary or permanent delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline and limit line (e.g. stop bars or crosswalks) pavement delineation shall be provided at all times for traveled ways open to public traffic.
- c) All work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt or loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.
- d) Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.
- e) Whenever lane lines and centerlines are obliterated, the minimum lane line and centerline delineation to be provided shall be temporary reflective raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary reflective raised pavement markers shall be the same color as the lane line or centerline markers replaced.
- f) Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required

D. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the contract items of work involved and no additional compensation will be allowed therefor.

E. STAGING AREAS

- a) Provide staging areas for materials and equipment. Prior to the pre-construction meeting Contractor will provide a map exhibit of the proposed staging area as a formal submittal to the City. Water Pollution Control will be required at off-site staging areas.
- b) The Contractor shall not phase the work to block vehicular access to an entire neighborhood at the same time. The Contractor shall allow for residents to have the option of parking no more than one block away while their street is being worked on.
- c) If temporary closure of driveways is necessary to perform the work, the Contractor shall not stage the work to prohibit vehicular access to driveways for more than 4 hours.

3.17 VIOLATION OF WORKING TIME LIMIT & LATE PICK-UP TRAFFIC CONTROL

- a) A violation of the working time limitations for traffic control (late pick-up of controls) as set forth in these Contract Documents may result in the Engineer to issue a written notice to Stop Work. The Stop Work shall be imposed on the Contractor at the start of the next or following working day after issuance of the Stop Work. The Stop Work will not be lifted, and the Contractor shall not resume work until after the Contractor assures the Engineer, in writing, that there will not be a reoccurrence of the working time violation and provides a plan for how operations will be conducted in the future to prevent such violation.
- b) Further violations shall result in the Engineer to notify the Contractor in writing that there will be a price reduction charge for each incident in accordance with the following table. This incident price reduction charge may be deducted from any money due the Contractor. This price reduction will not be considered a penalty but will be a price reduction for failure to perform traffic control in compliance with these Contract Documents.
- c) An incident is defined as any violation up to 30 minutes in duration. Each 30 minutes or increment thereof will be considered as an incident. A price reduction will be assessed for each successive or cumulative 30 minute period in violation of the working time limitations, as determined by the Engineer. The price reduction for each incident will increase at a progressive rate starting with \$150 for the second incident and increasing to \$1,200 for the fifth and subsequent incidents in accordance with the following schedule.

- d) A 15-minute grace period will be allowed at the beginning of the second incident on the project before the price reduction is applied. This 15-minute grace period applies only to the second incident. The number of incident charges will be accumulative throughout the duration of the Contract.

INCIDENT TOTAL	INCIDENT PRICE	RATE REDUCTION
1 st	Notice to Stop Work	----
2 nd	\$150	\$150
3 rd	\$300	\$450
4 th	\$600	\$1,050
5 th	\$1,200	\$2,250
6 th	\$1,200	\$3,450
Etc.	\$1,200	\$4,650
Etc.	Etc.	

END OF SECTION

E-04 MONUMENT REFERENCING (INCL. PRE-CONSTRUCTION AND POST CONSTRUCTION)

PART 1 – GENERAL

1.1 OBJECTIVES

- a) **Survey Monuments:** Protect survey monuments on and off the highway. Upon discovery of a survey monument not identified and located by the Department, immediately: Stop work near the monument and notify the Engineer. Do not resume work near the monument until authorized.

MONUMENT PROTECTION

- b) **Preservation:** Existing Monuments must be preserved, in accordance with State Business & Professions Code section 8771. Do not disturb survey monuments that may/may not be shown on the plans including railroad spikes, brass tacks, nails or other markers set by surveyors, and advise the City upon discovery of these monuments to determine how they shall be preserved. Exercise caution when working around monuments so as not to disturb them. During milling, grinding, excavation or other operations, work around existing survey monuments unless specifically otherwise indicated on the Plans.
- c) **Corner Record:** All existing survey monuments will be referenced prior to construction and corner record will be submitted to the City and the County Surveyor.
 - i. To comply with this Section, engage the services of a Licensed Land Surveyor to reference all monuments and file timely Pre- and Post-Construction Corner Records with the City and the County Surveyor.
 - ii. Referencing monuments requires setting at least two control points out side of the work area, with a bearing and distance measured from each control point to the monument to be preserved, by a field land survey crew using a total station survey equipment, or approved equal, under the direction of California Licensed Land Surveyor.
 - iii. Prepare corner record, submit corner record to the City and the County Surveyor.
 - iv. Obtain from the County Surveyor and submit to the City and/or County written acceptance of the required Pre-Construction Corner Records before construction commences on the project

- d) Discovery & Notification: Contractor will review the site thoroughly to identify monuments in the work area. If existing survey monuments are encountered in the area of work which are not shown on the plans, Contractor will notify City and/or County immediately. Contractor will not proceed with work near the survey monument until the Contractor's Licensed Land Surveyor has established reference points to preserve the location of the monument, in accordance with State Business & Professions Code section 8771.
- e) Record of Survey and Replacement: If a monument is disturbed or damaged during adjusting, milling or other operations, the Contractor shall be responsible for all costs associated with the reestablishment of the monument including but not limited to surveying performed by a Licensed Surveyor and filing documents with City and/or County and constructing the new monument. A Record of Survey must be submitted to the City and the County Surveyor for review and approval. Conform to City and County requirements for installation of new monuments.
- f) AutoCAD: Provide the City with an AutoCAD DWG file for the monument survey.

1.2 REFERENCES

- a) Standard Plans and Specifications, California Department of Transportation, latest edition.

1.3 MEASUREMENT AND PAYMENT

- a) The contract **Lump Sum** price paid for "**Monument Referencing (Incl. Pre-Construction and Post-Construction)**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in monument referencing (pre-construction) and monument referencing (post-construction), submitting corner records with Santa Clara County, paying fees, providing drawings, complete in place, as shown in plans, as specified in these Special Provisions, and as directed by the Engineer.
- b) Full compensation for work involved in the relocation of existing utility facilities due to interference or conflicts with work, in maintaining the minimum vertical or horizontal clearances, or in the reconnection of existing facilities to new facilities including providing necessary tools, materials, equipment and coordination shall be considered as included in the contract prices paid for various items of work involved, and no additional compensation shall be allowed.

PART 2 – (NOT USED)

PART 3 – (NOT USED)

END OF SECTION

E-05 WATER POLLUTION CONTROL PROGRAM

PART 1 – GENERAL

1.1 SUMMARY

- a) In compliance with the State and Federal regulations on construction storm water management and urban runoff pollution control, no pollutants will be allowed to enter the storm drainage system. The Contractor shall exercise every reasonable precaution to protect storm drains, inlets, drainage swales, streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumen's, calcium chloride and other harmful materials and shall conduct and schedule operations so as to avoid or minimize muddying and silting of streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

1.2 DEFINITIONS

- a) **Active area:** Area where soil-disturbing work activities have occurred at least once within 15 days.
- b) **Construction phase:** Phase that includes (1) the highway construction phase for building roads and structures, (2) the plant establishment, permanent erosion control establishment, and maintenance phase for placing vegetation for final stabilization, and (3) the suspension phase for suspension of work activities or a winter shutdown. The construction phase starts at the start of job site activities and ends at Contract acceptance.
- c) **Inactive area:** Area where soil-disturbing work activities have not occurred within 15 days.
- d) **Qualifying rain event:** Storm that produces at least 0.5 inch of precipitation with a 48-hour or greater period between rain events.
- e) **Run-on:** Water that originates off-site and flows onto the job site.
- f) **Storm event:** storm that produces or is forecasted to produce at least 0.10 inch of precipitation within a 24-hour period.

1.3 OBJECTIVES

- a) If the WPCP measures being taken by the Contractor are inadequate to control water pollution effectively, the Engineer may direct the Contractor to revise the operations and the water pollution control program. The directions will be in writing and will specify the items of work for which the Contractor's water pollution control measures are inadequate. No further work shall be performed on those items until the water pollution control measures are adequate as may be determined by the Engineer.
- b) The City will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised water pollution control program, nor for any delays to the work due to the Contractor's failure to submit an acceptable water pollution control program.
- c) The Contractor may request the Engineer to waive the requirement for submission of a written WPCP program for control of water pollution when the nature of the Contractor's operation is such that erosion is not likely to occur. Waiver of this requirement will not relieve the Contractor from responsibility for compliance with the other provisions of this section or local, State or Federal laws pertaining to water quality. Waiver of the requirement for a written program for control of water pollution will not preclude requiring submittal of a written WPCP program at a later time if the Engineer deems it necessary because of the effect of the Contractor's operations. The Contractor shall be responsible for briefing and assuring that all his subcontractors comply with Urban Runoff Pollution Prevention requirements including the installation and Best Management Practices. The Contractor is advised that stop work notices and other penalties may be issued for noncompliance with storm water pollution discharge control requirements.
- d) Unless otherwise approved by the Engineer in writing, the Contractor shall not expose a total area of erodible earth material, which may cause water pollution, exceeding one acre for each separate location, operation or spread of equipment before either temporary or permanent erosion control measures are accomplished.
- e) Where erosion, causing water pollution is probable due to the nature of the material or the season of the year, the Contractor's operations shall be so scheduled that permanent erosion control features will be installed concurrently with or immediately following grading operations.
- f) Nothing in the terms of the contract nor in the provisions in this shall relieve the Contractor of the responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code, and all other applicable statutes relating to prevention or abatement of water pollution.
- g) When borrow material is obtained from other than commercially operated sources, erosion of the borrow site during and after completion of the work shall not result in water pollution. The material source shall be finished, where practicable, so that water will not collect or stand therein.
- h) The requirements of this section shall apply to all work performed under the contract and to all non-commercially operated borrow or disposal sites used for the project.
- i) The Contractor shall also conform to the following provisions:

- i. Where working areas encroach on live streams, barriers adequate to prevent the flow of muddy water into streams shall be constructed and maintained between working areas and streams, and during construction of the barriers, muddying of streams shall be held to a minimum.
 - ii. Removal of material from beneath a flowing stream shall not commence until adequate means, such as a bypass channel, are provided to carry the stream free from mud or silt around the removal operations.
 - iii. Should the Contractor's operations require transportation of materials across live streams, the operations shall be conducted without muddying the stream. Mechanized equipment shall not be operated in the stream channels of the live streams except as may be necessary to construct crossings or barriers and fills at channel changes.
 - iv. Water containing mud or silt from aggregate washing or other operations shall be treated by filtration, or retention in a settling pond, or ponds, adequate to prevent muddy water from entering live streams.
 - v. Oily or greasy substances originating from the Contractor's operations shall not be allowed to enter or be placed where they will later enter a live stream.
 - vi. Portland cement or fresh Portland cement concrete shall not be allowed to enter flowing water of streams.
 - vii. When operations are completed, the flow of streams shall be returned as nearly as possible to a meandering thread without creating possible future bank erosion, and settling pond sites shall be graded so they will drain and will blend in with the surrounding terrain.
 - viii. Material derived from roadway work shall not be deposited in a live stream channel where it could be washed away by high stream flows.
 - ix. Where there is possible migration of anadromous fish in streams affected by construction on the project, the Contractor shall conduct work operations so as to allow free passage of the migratory fish.
 - x. In the process of constructing this project, the Contractor shall comply with all requirements, conditions, recommendations, and provisions of all permits issued for this project. The Contractor shall also comply with all local, State, and Federal laws or requirements related to storm water quality and urban runoff management.
 - xi. All de-watering operations in conformance with these Contract Documents must be reviewed and approved by the Engineer in writing prior to commencement.
- j) Compliance with the provisions in this section shall in no way relieve the Contractor from the responsibility to comply with the other provisions of the contract, in particular the responsibility for damage and for preservation of property.
- k) Street Sweeping:

The Contractor shall at the end of each working day, or as directed by the Engineer, clean and sweep all roadways, sidewalks, gutters, and paved areas within the project site of all materials deposited by, attributed to, or involved in the work. Water shall not be used to wash down streets in place of sweeping.

l) Waste Disposal:

The Contractor shall at the end of each working day, collect and properly dispose of all scrap, debris, and waste material. Hazardous material disposal shall be done in accordance with all local, state, and federal laws.

m) Hazardous Material Storage:

- xii. The Contractor shall label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels; and all hazardous wastes, such as waste oil and antifreeze; in accordance with all applicable State and Federal regulations.
- xiii. The Contractor shall store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations, and it is recommended that these materials and wastes be covered, as needed, to avoid potential management of collected rain water as a hazardous waste.
- xiv. The Contractor shall keep an accurate, up-to-date inventory, including Material Safety Data Sheets (MSDSs), of hazardous materials and hazardous wastes stored on-site, to assist emergency response personnel in the event of a hazardous materials incident.

n) Use of Pesticides:

- i. The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the work on the contract.
- ii. Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants and repellents.
- iii. Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

1.4 SUBMITTALS

- A. Within 48 hours after (1) the end of a storm event resulting in a discharge, (2) a nonstormwater discharge, or (3) receiving a written notice or an order from the Regional Water Quality Control Board or another regulatory agency, submit the following information:
 - 1. Date, time, location, and nature of the activity and the cause of the discharge, notice, or order
 - 2. Type and quantity of the discharge
 - 3. WPC practices in use before the discharge or before receiving the notice or order
 - 4. Description of WPC practices and corrective actions taken to manage the discharge or cause of the notice.
- B. The Contractor shall submit three (3) copies of the Water Pollution Control Program (WPCP) to the Engineer within fifteen (15) calendar days after Notice of Award. No construction work shall begin on the project until the Contractor receives written notification from the Engineer that the WPCP is acceptable.

- C. Water pollution control work is intended to provide prevention, control and abatement of water pollution to streams, waterways and other bodies of water, and shall consist of constructing those facilities which may be shown on the plans, specified herein or in the special provisions, or directed by the Engineer.
- D. In order to provide effective and continuous control of water pollution it may be necessary for the Contractor to perform the contract work in small or multiple units, on an out of phase schedule, and with modified construction procedures. The Contractor shall provide temporary water pollution control measures, including but not limited to, dikes, basins, ditches, and applying straw and seed, which become necessary as a result of the Contractor's operations. The Contractor shall coordinate water pollution control work with all other work done on the contract.
- E. Before starting any work on the project, the Contractor shall submit a plan to control water pollution effectively during construction of the project Water Pollution Control Program (WPCP). The plan shall show the schedule for the erosion control work included in the contract and for all water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effects of the operations upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until the WPCP program has been accepted.

1.5 MEASUREMENT & PAYMENT:

a) The contract **Lump Sum** price paid for "**Water Pollution Control Program**" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the preparation of and maintenance of the Water Pollution Control Program (WPCP) for the site and for implementation of the WPCP, complete in place, as specified in these Technical provisions, and no additional compensation will be allowed.

Payment of the lump sum price for "Water Pollution Control Program" shall be made as follows:

1. A maximum of 10% of the lump sum price for Water Pollution Control Program shall be paid to the Contractor upon City's acceptance of the Water Pollution Control Program (WPCP).
2. A maximum of 20% of the lump sum price for "Water Pollution Control Program" shall be paid to the Contractor upon installation of the initial water pollution control measures for the entire project. The remaining amount shall be prorated until all of the water pollution control measures are installed.

PART 2 - (NOT USED)

END OF SECTION

E-06 SLURRY SEAL

PART 1 – GENERAL

1.1 SUMMARY

- a) Slurry seal shall be a Polymer Modified Fiberized TYPE II conforming to these Special Provisions.
- b) Polymer Modified Fiberized slurry shall consist of mixing a polymer modified cationic quickset emulsion, glass fibers, aggregate, mineral filler, set-control additives, and water and spreading the mixture on a pavement surface where shown on the plans, in conformance with the provisions in these special provisions, and as directed by the Engineer.

1.2 SUBMITTALS

- a) The Contractor shall provide a Certificate of Compliance for used under this Section in conformance with the requirements of the Contract Documents.
- b) The fibers shall be added by means of automatic injection into the slurry pug-mill at a consistent length and application rate which is adjustable to meet the approval of the Engineer.
- c) Contractor shall provide the City Engineer with certified weight tickets furnished at the time of delivery to the inspector in the field.

1.3 MEASUREMENT & PAYMENT

- a) The contract price paid per **Square Yard** for “**Type II – Fiberized Slurry Seal With Crack Seal**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the slurry, complete in place, including testing for the furnished mix design, cleaning/preparing the surface, weed removal and sterilization, **crack sealing**, furnishing added water and set-control additives, mixing water with asphalt emulsion for coating the pavement, finishing operations, protecting the slurry until it has set, and additional sweepings all as shown on the plans, and as specified in these special provisions, and as directed by the engineer and no additional compensation will be allowed therefore. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work in this section shall be considered as included in the contract unit price for various items of work and no additional compensation will be allowed therefore.

PART 2 – PRODUCT

The material for fiberized slurry shall conform to the following requirements:

2.1 Fiberized Emulsion

The asphalt emulsion for fiberized shall be a polymer modified cationic quickset (PMCQS-1h), shall be homogenous and shall conform to the provisions of these special provisions. The polymer shall be milled or blended into the asphalt or blended into the emulsifier solution prior to the

emulsification process. Polymer solids must be a minimum of 3.0 % by weight of the emulsion's residual asphalt. Provide a certificate of compliance certifying the amount of polymer.

The PMCQS-1h emulsion shall conform to the following requirements when tested in conformance with the following test methods:

Polymer Modified, Cationic Quickset Emulsion		
Specification Designation	Test Method	Requirement
Viscosity SSF @ 77°F (25°C)	AASHTO T 59	15-90 Seconds
Sieve, max.	AASHTO T 59	0.30 Percent
Settlement, 5 days, max.*	ASTM D 244	5 Percent
Residue by Evaporation, min.	AASHTO T59	62 Percent
*Waived if to be used within 48 hours of manufacture.		

Specification Designation for Residue		
Specification Designation	Test Method	Requirement
Penetration @ 77°F (25°C), 100g, 5s, 0.1mm	AASHTO T 51	40-90
Softening Point °F (°C) min.	AASHTO T 53	135 (57)
Torsional Recovery min.	California Test 332	20

The polymer used in the slurry seal shall be compatible with the polymer used in the polymer modified asphalt rubber chip seal used for this project.

Paint Binder (Tack Coat) - Liquid emulsion SS-1 shall be in conformance with Section 94, "Asphaltic Emulsions", of the State Standard Specifications. No fog seal will be required.

Crack Seal per requirements of section E-21, Crack Seal.

2.2 Fiber

The fiber used in the fiberized slurry shall be RoadChem Fiber 1 or equivalent chemical resistant glass fiber meeting the following specifications. It shall be cut to 3/8 +/- 1/8 inch in length prior to adding to the PMCQS-1h emulsion. The fiber shall be added at a rate of 0.15 % - 0.40% by dry weight of aggregate for bottom lifts and 0.05 % - 0.30 % by dry weight of aggregate for surface lifts. The fiber shall meet the following requirements:

Alkali and Acid Resistant Glass Fiber					
Linear Weight of Roving (tex) ISO 1889	Linear Weight of Strand (tex) ISO 1889	Moisture Content (%) ISO 3344	Specific Gravity	Softening Point (°C)	Tensile Strength (MPa)
2500 min.	82 min.	0.35 max.	2.68 g/cm ³	860 min.	1700 min.
4800 min.	100 min.				

2.3 Water and Additives

The water shall be potable and free of harmful soluble salts or reactive chemicals and other contaminants. If necessary for workability, a set-control agent may be used and must be included as part of the mix design and be compatible with the other components of the mix.

2.4 Mineral Filler

Mineral filler shall be Portland cement or hydrated lime that is free of lumps. The type of mineral filler shall be determined by the Contractor based on laboratory mix designs and will be considered part of the aggregate gradation.

2.5 Aggregate

The aggregate for slurry seal shall be Type II, 100% crushed with no rounded particles, volcanic in origin and black in color. The use of gray or light-colored aggregate will not be allowed. The aggregate used shall be of the type and grade specified for the particular use of the fiberized slurry. Aggregate shall consist of sound, durable, crushed stone or crushed gravel and approved mineral filler. The material shall be free from vegetable matter and other deleterious substances. All aggregate shall be free of caked lumps and oversize particles.

The aggregate, prior to the addition of emulsion, shall conform to the requirements of this section. If aggregates are blended each component aggregate shall meet the sand equivalency and abrasion resistance and shall be 100% crushed.

The percentage composition by weight of the aggregate (including mineral filler) shall conform to the following grading requirements when tested in conformance with AASHTO T 27 and AASHTO T 11:

Type II	
Sieve Size	Percentage Passing
3/8"	100
No. 4	94-100
No. 8	65-90
No. 16	40-70
No. 30	25-50

No. 200	5-15
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The aggregate (excluding mineral filler) shall conform to the following quality requirements:

Test	Test Method	Requirements
Sand Equivalent (Min.)	AASHTO T 176	65
Durability Index (Min.)	AASHTO T 210	60
Percentage of Crushed Particles (Min.)	ASTM D 5821	100%
Loss Angeles Rattler Loss at 500 Rev. (Max.) ¹	AASHTO T 96	35%
Notes: 1. Los Angeles Rattler shall be performed on the parent aggregate before crushing		

If the results of the aggregate grading or Sand Equivalent tests do not meet the specified requirement, the fiberized slurry represented by the test shall be removed and replaced at the Contractor's expense.

No single aggregate grading or Sand Equivalent test shall represent more than 300 tons or one day's production, whichever is smaller.

PART 3 - EXECUTION

3.1 MIX DESIGN

At least 7 working days before the fiberized slurry placement commences, the Contractor shall submit for approval of the Engineer a laboratory report of tests and a proposed mix design covering the specific materials proposed for use on the project. Materials delivered to the project shall have a Certificate of Compliance with the approved mix design number. It is the responsibility of the contractor to secure a location for stockpiling of screenings. The City may assist with providing a City owned location nearby if available.

The percentages of each individual material proposed in the mix design shall be shown in the laboratory report. Individual materials shall be within the following limits:

Residual Asphalt	5.5% to 10.5% by dry weight of aggregate
Mineral Filler	0.5% to 3% by dry weight of aggregate
Glass Fiber	Top Lift: 0.05% to 0.30% by dry weight of aggregate Bottom Lift: 0.15% to 0.40% by dry weight of aggregate
Additive and Water	As needed

Adjustments may be required during construction based on field conditions.

The mix design and aggregate tests shall be performed by a laboratory capable of performing the applicable International Slurry Surfacing Association (ISSA) tests. The proposed fiberized slurry mixture shall conform to the specified requirements when tested in conformance with the following tests:

Test	ISSA Test Method	Requirements
Wet Cohesion @ 30 Minute (Set) (Min.) @ 60 Minute (Traffic) (Min.)	TB*139	12 kg-cm 20 kg-cm
Excess Asphalt	TB*109	540 g/m ²
Wet Stripping (Min.)	TB* 114	90%
Wet Track Abrasion 6-day Soak Loss	TB*100	810g/m ²
Displacement Lateral (Max.) Specific Gravity After 1000 Cycles of 125 lbs. (56.8 kg)(Max.)	TB*147A	5% 2.10
Classification Compatibility	TB* 144	(AAA, BAA) 11 Grade Points
Mix Time @ 77°F	TB* 113	Controllable

(25°C)		to 120 Seconds
TB* = Technical Bulletin		

The laboratory that performed the tests and designed the mixture shall sign the laboratory report and shall be AMRL certified and/or participate in the AASHTO Proficiency Program. The report shall show the results of the tests on individual materials and shall compare their values to those required by these special provisions. The report shall clearly show the proportions of aggregate, fiber, filler (minimum and maximum), water (minimum and maximum), set control additive, and PMCQS-1h solids content (minimum and maximum) based on the dry weight of aggregate. The laboratory shall report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) in conformance with the requirements of ASTM Designation C 29M. Previous laboratory reports covering the same materials may be accepted provided the material test reports were completed within the previous 12 months.

The component materials used in the mix design shall be representative of the fiberized slurry materials proposed by the Contractor for use on the project.

Once the mix design is approved by the Engineer, no substitution of other material will be permitted unless the materials proposed for substitution are first tested and a laboratory report is submitted for the substituted design in conformance with the provisions of these special provisions. Substituted materials shall not be used until the mix design for those materials has been approved by the Engineer.

The completed mixture, after addition of water and set control agent, if used, shall be such that the fiberized slurry mixture has proper workability. At the expiration of the road closure hours, the fiberized slurry mixture shall be sufficiently cured to support unrestricted traffic.

3.2 PROPORTIONING

Aggregate, mineral filler, PMCQS-1h, fiber, water, and additives, including the set-control agent, if used, shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous blend.

The aggregate shall be proportioned using a belt feeder operated with an adjustable cut off gate. The height of the gate opening shall be determinable. The PMCQS-1h shall be proportioned by a positive displacement pump. Variable rate emulsion pumps, if used, shall be calibrated and sealed in the pump's calibrated condition in conformance with the ISSA Inspector's Manual MA-1 prior to usage.

The delivery rate of aggregate and PMCQS-1h per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project in conformance with ISSA Inspector's Manual MA-1 and in conformance with the provisions of these special provisions.

The aggregate belt feeder shall deliver aggregate to the pug-mill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least three tons each. The emulsion pump shall deliver PMCQS-1h to the pug-mill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons each. The water pump shall deliver water to the pug-mill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons each.

The PMCQS-1h storage tank shall be located immediately before the emulsion pump and shall be equipped with a device which will automatically shut down the power to the emulsion pump and aggregate belt feeder when the PMCQS-1h level is lowered to a point where the pump suction line is exposed.

A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level. The device shall indicate the temperature of the PMCQS-1h and shall be accurate to within 10°F.

The fiber shall be added at a rate of 0.05 to 0.40% by weight of dry aggregate. The mixer- spreader trucks shall be equipped with a fiber chopper, fiber storage and control systems for injecting fibers into the slurry mix. It shall be capable of providing up to 7 lbs./min. of fiber injection. The chopper shall cut from 3 to 4 bobbins of fiber into 3/8 +/- 1/8-inch-long pieces and feed them into the aggregate as it enters the inlet hopper. The system shall turn on and off with the main start of the mixer-spreader truck. The system shall be powered by the main hydraulic system of the mixer-spreader truck. The mixer-spreader truck shall be capable of providing 3-5 cu.ft./min. of air from the truck air compressor for nozzle cooling and chopper flushing. The mixer-spreader truck shall include an enclosure/mounting and feed system for up to 4 bobbins of fiber roving.

The belt delivering the aggregate to the pug-mill shall be equipped with a device to monitor the depth of aggregate being delivered to the pug-mill. The device for monitoring the depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than the target depth of flow. A second device shall be located where the device will monitor the movement of the aggregate belt by detecting revolutions of the belt feeder. The devices for monitoring no flow or belt movement shall automatically shut down the power to the aggregate belt when the aggregate belt movement is interrupted. The device to detect revolutions of the belt feeder will not be required where the aggregate delivery belt is an integral part of the drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of 3 seconds will be permitted between sensing and shutdown of the operation.

3.3 MIXING AND SPREADING EQUIPMENT

The fiberized slurry shall be mixed in continuous pug-mill mixers of adequate size and power for the type of fiberized slurry to be placed. All indicators shall be in conformance with the provisions of these special provisions and shall be in working order prior to commencing mixing and spreading operations.

Mixer-spreader trucks shall be equipped to proportion the PMCQS-1h, water, aggregate, mineral filler, and set-control additives by volume. Rotating and

reciprocating equipment on mixer-spreader trucks shall be covered with metal guards.

The mixer-spreader truck shall not be operated unless low-flow and no-flow devices and revolution counters are in good working condition and functioning and metal guards are in place. Indicators required by these special provisions shall be visible while walking alongside the mixer-spreader truck. Slurry application equipment shall be calibrated prior to start of work. Contractor shall notify Engineer 48 hours in advance of the time of scheduled equipment calibration.

Aggregate feeders shall be connected directly to the drive on the emulsion pump. The drive shaft of the aggregate feeder shall be equipped with a revolution counter reading to the nearest one-tenth of a revolution.

In addition to the requirements of Section 5 1.33, "Equipment," of the Standard Specifications, the identifying number of mixer-spreader trucks shall be at least three inches in height, located on the front and rear of the vehicle.

The fiberized slurry mixture shall be spread by means of a spreader box conforming to the requirements in the "Spreader Box" section of these specifications.

Spreader Box

For Type II fiberized slurry the spreader box shall be capable of spreading a lane width and equipped with a material such as flexible rubber belting on each side and in contact with the pavement. If the spread width is wider than 7.5 feet, a spreader box shall be equipped with a means, such as baffles or reversible motor-driven augers, to uniformly apply slurry on super elevated sections and shoulder slopes. The spreader box shall be equipped with rear flexible strike-off blades making close contact with the pavement and adjustable to various crown shapes in order to apply a uniform slurry. The spreader box shall be equipped with flexible drags attached to the rear and cleaned daily and changed if longitudinal scouring occurs. The spreader box shall be clean and free of excess slurry and/or PMCQS-1h at the start of each work shift.

3.4 PREPARATION FOR PLACEMENT

Before placing the fiberized slurry, the pavement surface shall be cleaned by sweeping, flushing or by other means necessary to remove loose particles of paving, dirt, and other extraneous material. When required, the roadway surface may be fogged with water ahead of the spreader box. The application of the fog spray may be adjusted to suit temperatures, surface texture, humidity, and dryness of pavement.

Surface Preparation. Four weeks prior to seal coat application, the Contractor shall sterilize all areas that show evidence of weed growth with an approved soil sterilant. Contractor is also responsible for trimming any street trees that will obstruct proper equipment operations.

All cracks wider than 1/4 inch in the pavement surface shall be crack sealed with a compatible polymer sealant. Cracks shall be thoroughly cleansed by lancing and blowing with compressed air or other approved method. The surface of the

sealed crack shall be applied and finished flushed with the surrounding pavement surface.

Holes, depressions, and large cracks wider than 1/2 inch, not marked for pavement repair shall be thoroughly cleansed, tack coated and patched with Minor HMA, 3/8-inch maximum aggregate and compacted.

Prior to applying the seal treatment, the pavement surface shall be cleared of all loose material, oil spots, vegetation, and other objectionable materials or defects within the work area limits. Cleaning may include sweeping with a power broom, a light scuffing with a grinder, or other approved method. If water is used, the pavement surface shall be allowed to dry thoroughly. Manholes, water valves, air relief vaults, monuments, drop inlets and other service entrances shall be protected by a suitable method and restored prior to opening to traffic.

All existing thermoplastic striping, markings, pavement markers, or other surface items shall be removed prior to seal coat application.

A tack coat of asphaltic emulsion shall be applied to all Portland cement concrete surfaces when there is a contract item for the work or when the work is required in these special provisions. The asphaltic emulsion for tack coat shall be grade SS-1, SS-1h, CSS-1 or CSS-1h and shall conform to the provisions in Section 94, "Asphaltic Emulsions," of the Standard Specifications. The asphaltic emulsion shall be mixed in the proportion of one part of emulsion (which contains up to 43 percent water) to 3 parts water. The mixture shall be applied at the approximate rate of 0.04 – 0.08 gal/yd². When asphaltic emulsion is used as a tack coat, fiberized slurry shall not be placed until the asphaltic emulsion has cured.

3.5 PLACEMENT OF SLURRY

The fiberized slurry mixture shall be uniformly spread on the existing surface within the rate specified without spotting, re-handling or otherwise shifting of the mixture.

The fiberized slurry mixture shall not be placed when the ambient temperature is below 50 °F or during unsuitable weather. Fiberized slurry shall not be placed if rain is imminent or if there is the possibility that there will be freezing temperatures within 24 hours.

Fiberized slurry shall be spread at a rate within the following ranges of pound of dry aggregate per square yard:

Fiberized Slurry Type	Location	Spread Rate (lbs. agg./sq.yd.)
Type II	Full Traffic Width	16-18

The minimum spread rate is 16 lbs. of dry aggregate per square yard.

Longitudinal joints shall correspond with the edges of the traffic lanes. The Engineer may permit other patterns of longitudinal joints if the patterns will not adversely affect the quality of the finished product.

Through traffic lanes shall be spread in full lane widths only. Longitudinal joints common to 2 traffic lanes shall be (butt joints) with overlaps not to exceed 3 inches. Building paper shall be placed at the transverse joints to avoid double placement of the fiberized slurry. Other suitable methods to avoid double placement of the fiberized slurry will be allowed. Hand tools shall be available to remove spillage.

The mixture shall be uniform and homogeneous after placing on the surfacing and shall not show separation of the PMCQS-1h and aggregate after setting. The completed surface shall be of uniform texture and free from ruts, humps, depressions, or irregularities.

Adequate means shall be provided to protect the fiberized slurry from damage by traffic until such time that the mixture has cured sufficiently so that the fiberized slurry will not adhere to or be picked up by the tires of vehicles.

When placing multiple layers of fiberized slurry, the second layer shall not be placed until the following day or later.

After the initial break of the fiberized slurry and within a minimum of 2 hours and a maximum of 4 hours after placement the fiberized slurry shall be rolled with a pneumatic tire roller meeting the following requirements:

1. 9.3 tons minimum weight
2. The roller shall be equipped with 7 total wheels, 4 in the rear and 3 in the front of the roller.

The roller shall make a minimum of three passes on the surface.

The Polymer Modified Fiberized slurry seal shall be traffic ready within 60 minutes of being applied to roadway surface. The term "Traffic Ready" means allowing uncontrolled traffic on the roadway surface.

Placement of the fiberized slurry shall cease a minimum of one hour before the expiration of the road closure hours as specified in these special provisions, unless the Contractor proves to the satisfaction of the Engineer that the surface will be ready for unrestricted traffic at the expiration of the road closure hours.

3.6 REPAIR OF EARLY DISTRESS

If bleeding, raveling, delamination, rutting, or wash boarding occurs within 60 days after placing the fiberized slurry, the Contractor shall diligently pursue repairs by any method approved by the Engineer. The Contractor shall not be relieved from maintenance until repairs have been completed.

3.7 FINISHING OPERATIONS

Contractor shall be careful in properly applying slurry to the intended road surface. Slurry placed more than 1.5" inch beyond the lip of gutter, if directed by the Engineer, shall be thoroughly removed at the contractor's expense.

A final sweep picking up all loosened materials shall take place 30 days after application of the slurry seal. A working day will not be charged for this final sweep; however, retention will be withheld until complete.

END OF SECTION

E-07 HOT MIX ASPHALT (TYPE A)

PART 1 – GENERAL

1.1 SUMMARY

- a) Work shall consist of furnishing and placing asphalt concrete pavement under the Standard Construction Process, resurfacing of existing pavement, base pavement repair and building up the asphalt concrete pavement section to achieve the minimum cross slope. The work shall include mixing aggregate and asphalt binder at a central mixing plant, spreading and compacting the mixture, and furnishing and applying prime coat, and tack coat to the lines, grades, and dimensions shown in the Contract Documents. Asphalt concrete shall conform to the provisions of Section 39, “Asphalt Concrete”, of the 2023 State Standard Specifications and to these Technical Provisions.

1.2 SUBMITTALS

- b) The Contractor shall provide a Certificate of Compliance for Asphalt concrete and other materials used under this Section in conformance with the requirements of the Contract Documents. Contractor shall provide HMA – Type A with RAP 15% max. No Warm Mix Asphalt is approved for this project.
- c) The Contractor shall provide an Asphalt concrete mix design in compliance with the requirements of the Contract Documents.
- d) Contractor shall provide the City Engineer with certified weight tickets furnished at the time of delivery to the inspector in the field.

1.3 MEASUREMENT & PAYMENT

- e) The contract price paid per **Ton** for “**Hot Mix Asphalt (Type A) 1.5”, 2”, 2.5”, 3”, 6”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, producing, delivering, and placing hot mix asphalt, complete-in-place, including saw cutting, compaction, spreading, over excavation, protect all existing utility covers, **crack sealing**, tack coat, paint binder, installing temporary pavement delineation, maintaining, and removing temporary pavement delineation when no longer needed, and built-up pavement section to achieve required cross slope, as specified in Contract Drawings, State Standard Specifications and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

PART 2 – PRODUCT

2.1 ASPHALT PAVING

- a) Asphalt Concrete shall conform to Section 39 – Hot Mix Asphalt of the 2023 State Standard Specifications and the City Standard Specifications.
- b) Asphalt Concrete for surfacing shall be Hot Mix Asphalt (HMA) Type A.
- c) Relative compaction will be determined by California Test 375. Laboratory specimens will be compacted in conformance with California Test 304. Contractor is responsible to provide QC testing for compaction. For frequency, testing, and inspection requirements, see Exhibit A. **The Contractor shall hire a testing laboratory, approved by the City, to perform compaction testing for aggregate concrete in conformance with these Technical Provisions to the satisfaction of the City.** The test results shall be submitted to the City for any paving. The Contractor shall be responsible for the cost of all testing. The Contractor shall provide a minimum of two compaction readings for each area as shown in the Contract Drawings and specified in this Technical Provision. The City's Inspector shall determine, in the field, the location of the readings per each area.

2.2 Asphalt Materials:

- a) Aggregate Grading - Hot mix asphalt (HMA) shall be produced at a central mixing plant. Aggregate for the final lift or top lift shall be a ½ inch maximum, specified in Section 39-1.02E, "Aggregate," of the State Standard Specifications. For intermediate courses, aggregate shall conform to the ¾ inch maximum.
- b) Asphalt Binder - Asphalt Binder to be mixed with the aggregate shall conform to the provisions of Section 92, "Asphalts", of the State Standard Specifications and shall be paving asphalt Performance Grade PG 64-10 in conformance to Section 92-1.02(B) of the State Standard Specifications, unless otherwise directed by the Engineer.
- c) Paint Binder (Tack Coat) - Liquid emulsion SS-1 shall be in conformance with Section 94, "Asphaltic Emulsions", of the State Standard Specifications. No fog seal will be required.
- d) Crack Seal per requirements of E-21, Crack Seal.

PART 3 - EXECUTION

3.1 Procedures:

- a) Complete street closures are not permitted unless otherwise approved by the Engineer. Contractor must make provisions to allow minimum of one 11-foot-wide lane of traffic open in each direction and provide one driveway access to each affected property at all times during working hours. Contractor must stage accordingly and may not remove larger areas that cannot be constructed and reopened in a given day.
- b) The final lift shall be placed in 2" maximum layer and the intermediate shall be placed in 3" maximum layer. The finished surface shall conform to the surrounding grade and contour, achieve the minimum required cross slope as shown per the Contract Drawings, and shall not trap water or present a visible hump.
- c) The contractor is responsible for implementing measures as needed to allow for work to proceed during cold weather, should it occur.
- d) Where the existing asphalt concrete section is milled less than one inch thickness (i.e. remaining asphalt section is less than 1 inch thickness), the first lift of asphalt concrete shall be placed the same shift.
- e) A drop-off of more than two inches will not be allowed at any time between adjacent lanes open to public traffic.
- f) Prior to final lift of HMA, Contractor shall crack seal. See CRACK SEAL section for specifications.
- g) Paint Binder (Tack Coat)
 - i. A paint binder of liquid emulsion SS-1 tack coat shall be applied to existing pavement including planed surfaces, between HMA layers, and all vertical surfaces of existing pavement, curbs, gutters, and construction joints in the surfacing against which additional material is to be placed and to pavement to be surfaced prior to overlay.
 - ii. The surface shall be free of water, foreign material, or dust, when the tack coat is applied. The area to which prime coat or paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking of binder material onto existing pavement surfaces beyond the limit of construction. The contractor is responsible for cleanup and/or re-stripe of adjacent streets outside of the construction limits that tack coat is tracked.
- h) Spreading and Compacting

- i. Spreading and compacting shall be performed by methods that will produce an asphalt concrete surface of uniform smoothness, texture and density. The Contractor shall comply with provisions of Section 39-2.01C, "Spreading and Compacting", of the State Standard Specifications. The finished surface shall meet the straight edge requirements of Section 39-2.01A, "Pavement Smoothness", of the State Standard Specifications.
- ii. When placing asphalt concrete to established lines and grades, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed and maintained by the Contractor.
- iii. When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 30 feet long. The end of the screed farthest from centerline shall be controlled by an automatic transverse slope device set to reproduce the cross slope designated by the Engineer.
- iv. When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01-foot tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.
- v. Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance the paving operations shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment.
- vi. Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day, however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day's work.
- vii. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles before and after paving operations. All other areas will require hand-sweeping.
- viii. All mixtures shall be placed and spread at a temperature of not less than 260 degrees F, and not greater than 300 degrees F. Initial or breakdown rolling shall be performed immediately after placement. Asphalt concrete shall not be placed when the atmospheric temperature is below 50 degrees F (10 degrees C) or during unsuitable weather, as determined by the Engineer.

- ix. Asphalt concrete placed in layers less than 1 inches (0.08') compacted thickness or widths of less than 5 feet shall be spread and compacted with the equipment and by the methods specified in Section 39. All other asphalt concrete shall be compacted and finished in conformance with the provisions of Section 39, amended as follows:
- x. Section 39-2.01C , "Spreading and Compacting", of the State Standard Specifications is amended to read:
- xi. The Contractor shall furnish not less than two (2) rollers with each paving operation and specified compaction and surface finish required by these specifications.
- xii. All rollers shall be equipped with pads and water systems which prevent sticking of asphalt mixtures to the pneumatic- or steel-tired wheels. A parting agent, which will not damage the asphalt mixture, as determined by the Engineer, may be used to aid in preventing the sticking of the mixture to the wheels. Areas inaccessible to the rollers shall be compacted by use of a power compactor of the high-impact vibra plate type, capable of attaining the same compaction as the rolled areas.
- xiii. The following shall supplement the requirements of Section 39-2.01C(2) "Spreading and Compacting Equipment":
- xiv. "The first coverage of initial or breakdown compaction shall be performed when the temperature of the mixture is not less than 260°F, and all breakdown compaction shall be completed before the temperature of the mixture drops below 200°F. The initial and breakdown compaction shall be followed immediately by additional rolling. Asphalt concrete shall be compacted by any means to obtain the specified compaction before the temperature of the mixture drops below 150°F. Additional rolling to achieve the specified compaction will not be permitted after the temperature of the mixture drops below 150°F or once the pavement is opened to public traffic. When vibratory rollers are used as finish rollers the vibratory unit shall be turned off."
- xv. "Rolling shall be performed in such a manner that cracking, shoving, or displacement will be avoided. If heat cracking occurs in the asphalt surfacing during rolling operations, the Contractor shall, at the direction of the Engineer, provide a pneumatic tired roller in place of a steel-tired roller to follow the breakdown roller. Coverage with the pneumatic-tired roller shall start when the temperature of the mixture is as high as practicable, preferably above 180° F., and shall be completed while the mixture is at or above 150° F."

- xvi. Asphalt concrete shall be compacted to a minimum relative compaction of 95% and shall be finished to the lines, grades and cross section shown on the plans. In-place density of asphalt concrete will be determined prior to opening the pavement to public traffic. Relative compaction will be determined by California Test 375. Laboratory specimens will be compacted in conformance with California Test 304.
- xvii. Large aggregate that migrates to the surface during handwork shall be returned to the paver box rather than scattered over the surface of the mat.
- xviii. Any time new asphalt concrete is to be placed in contact with existing asphalt concrete, the surface shall be cleaned and a tack coat of asphaltic emulsion applied to insure proper bond. Tack coat shall be applied at a rate equivalent to 0.05 to 0.15 gallons per square yard undiluted.
- xix. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume. If Kraft paper is not used, the cold joint must be sawcut prior to the next day's paving.
- xx. The completed surface shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by blading or other equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations, or other objectionable marks in the asphalt concrete surface shall be discontinued, and acceptable equipment shall be furnished by the Contractor.
- xxi. When a straightedge 12 feet long is laid on the finished surface and parallel to the centerline, the surface shall not vary more than 0.01 foot from the lower edge of the straightedge. The transverse slope of the finished surface shall be uniform to a degree that no depressions greater than 0.02 foot are present when tested with a straightedge 12 feet long laid in a direction transverse to the center line and extending from edge to edge of a 12 foot traffic lane.
- xxii. The Contractor shall notify the Engineer in writing if the base or subgrade condition will prevent the Contractor from meeting the specified tolerances. Failure to notify prior to commencement of paving operation shall be considered as Contractor's concurrence that base and subgrade surface is suitable for installation of pavement to tolerances stated.

- xxiii. The tracks or wheels of spreading equipment shall not be operated on the new asphalt concrete pavement until final compaction has been completed. Trucks, loaded or empty, shall not be allowed on the new roadway surface until the asphalt concrete reaches ambient temperature.
 - xxiv. Base courses at all conforms, and any areas inaccessible to rollers such as around manholes, water valves, etc. shall be mechanically compacted with a rammer or tamper with particular attention to the edges and corners of the excavations.
 - xxv. The Contractor shall have the option of providing the extra manpower and equipment necessary to work under low over hanging branches or to hire a licensed arborist to trim trees for adequate clearance. A list of proposed trees to be trimmed shall be submitted for Engineer approval prior to proceeding. Written permission shall be obtained from the property owner for any trees on private property prior to proceeding.
- i) Subgrade Preparation
- i. Subgrade shall be constructed true to grade and depth as indicated on the Contract Drawings.
 - ii. Prior to the placement of hot mix asphalt: The subgrade shall be firm, hard and unyielding under the load of heavy construction equipment, subgrade material shall have a minimum relative compaction of ninety percent (90%) as determined by test method ASTM D557 and 2922, shall be thoroughly moistened with water without ponding to the satisfaction of the Engineer, relative compaction tests of the subgrade may be made by the City. Contractor shall make the work available for such testing.
- j) Paving Joint: No excess buildup or unsightly appearance shall be permitted on longitudinal or transverse joints. Sand sealing of joints may be required.
- k) Temporary Pavement Delineation
- i. Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3.01, "General", of the State Standard Specifications and these Technical Provisions. Nothing in these Technical Provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by the Department of Transportation.
 - ii. Do not allow traffic on new HMA until its surface temperature is below 120° F. The contractor may request in writing to the Engineer to authorize cooling of HMA Type A with water when rolling is complete.

- iii. Whenever the work causes obliteration of any and all of the pavement delineation, temporary or permanent delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline, edge line and limit line (e.g. stop bars or crosswalks) pavement delineation shall be provided at all times for traveled ways open to public traffic.
- iv. All work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt or loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.
- v. Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.
- vi. Whenever lane lines and centerlines are obliterated, the minimum lane line and centerline delineation to be provided shall be temporary reflective raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary reflective raised pavement markers shall be the same color as the lane line or centerline markers replaced.
- vii. Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

END OF SECTION

E-08 RUBBERIZED HOT MIX ASPHALT (GAP GRADED)

PART 1 – GENERAL

1.1 SUMMARY

- a) This work consists of constructing a Rubberized Hot Mix Asphalt-Gap Graded (RHMA-G) overlay on an existing pavement surface.

1.2 DEFINITIONS

- a) Rubberized Hot Mix Asphalt-Gap Graded (RHMA-G): Mixture of paving asphalt, asphalt modifier, crumb rubber modifier, and gap-graded aggregate mixed in a central mixing plant.
- b) Crumb Rubber Modifier (CRM): Combination of ground or granulated scrap tire and high natural crumb rubber.
- c) Scrap tire crumb rubber: Any combination of:
 - 1. Automobile tires
 - 2. Truck tires
 - 3. Tire buffing
- d) High natural crumb rubber: Material containing between 40 to 48 percent natural rubber.
- e) Fine aggregate: Aggregate passing the no. 4 sieve.
- f) Coarse aggregate: Aggregate retained on the no. 4 sieve.
- g) Asphalt Modifier: A resinous, high flash point, and aromatic hydrocarbon.

1.3 SUBMITTALS

- h) The Contractor shall comply with all Federal, State, and Local environmental laws, rules, regulations, and ordinances including, but not limited to, air quality requirements.
- i) Rubberized HMA: Contractor must provide the certification that all crumb rubber used in the proposed RAC is derived from only California-generated waste tires and processed in California.
- ii) Rubberized HMA: Contractor must provide the certification that Asphalt binder material used in the proposed RAC contain a minimum of 300 pounds (or equivalent to 15% by weight) of the tire-derived crumb rubber per ton of rubberized binder.

- i) At least 10 days before starting any RHMA-G activities, submit the name of an authorized laboratory to perform Quality Control (QC) testing for RHMA-G. The authorized laboratory must comply with the Caltrans Independent Assurance Program (IAP) or possess current AASHTO Material Reference Laboratory (AMRL) accreditation for all ASTM and AASHTO tests required in Section 2.
- j) Contractor shall submit to the Agency a certified volume or weight slip for each delivery of asphalt-rubber binder ingredients and RHMA-G.
- k) At least 14 days before use, submit:
 - a. Four each one-quart cans of mixed asphalt-rubber binder
 - b. Samples of each asphalt-rubber binder ingredient
 - c. SDS for each hazardous material
 - d. Asphalt-rubber binder formulation, including:
 - i. Source and grade of asphalt binder
 - ii. Source and type of asphalt modifier
 - iii. Each source and type of scrap tire crumb rubber and high natural crumb rubber
 - iv. Percentage of asphalt modifier by weight of asphalt binder
 - v. Percentage of combined asphalt binder and asphalt modifier by weight of asphalt-rubber binder
 - vi. Percentage of scrap tire crumb rubber and high natural crumb rubber by total weight of asphalt-rubber binder
 - vii. Percentage of scrap tire crumb rubber and high natural crumb rubber by total weight of crumb rubber modifier
 - viii. Minimum reaction time and temperature
 - e. Test results
 - i. Certificate of Compliance showing the asphalt binder is the required PG grade
 - ii. Test results showing the asphalt modifier meets the requirements in Table 1
 - iii. Test results showing each source of CRM meets the requirements in Tables 2, 3, and 4
 - iv. Test results showing the asphalt-rubber binder meets the requirements in Tables 5 and 6

- v. Test results showing the aggregate meets the requirements in Tables 7 and 8
- vi. Test results showing the RHMA-G meets the requirements in Table 9
- vii. JMF Forms
- viii. Caltrans Contractor Job Mix Formula Proposal form CEM-3511
- ix. Caltrans Contractor Hot Mix Asphalt Design Data form CEM-3512
- x. Caltrans Hot Mix Asphalt Verification form CEM-3513, if available

1.4 JOB MIX FORMULA (JMF)

Contractor shall submit the proposed JMF for each type of RHMA-G to be used. The Contractor is required to submit mix design documentation that has been dated within 12 months of submittal. The Contractor shall submit the test results for the RHMA-G showing that the mixture meets all of the requirements as shown in Section 2.6 of these specifications.

The JMF must be submitted on the Caltrans Contractor Job Mix Formula Proposal form CEM-3511 along with:

1. Mix design documentation on Caltrans Contractor Hot Mix Asphalt Design Data form CEM-3512. Also report the theoretical maximum specific gravity for the RHMA-G.
2. JMF verification on a Caltrans Hot Mix Asphalt Verification form CEM-3513, if available.
3. JMF renewal on a Caltrans Job Mix Formula Renewal form CEM-3514, if available.

The JMF forms do not need to be Caltrans approved, however, the Contractor is encouraged to submit them to the Agency if the Contractor has these forms available.

All Caltrans JMF forms can be found online at: <http://www.dot.ca.gov/hq/construc/forms.htm>

1.5 QUALITY CONTROL PROGRAM

Develop, implement, and maintain a QC program.

Contractor shall prepare and maintain QC records, including:

1. Names and qualifications of:
 - 1.1. Samplers
 - 1.2. Testers
 - 1.3. Inspectors
2. Testing laboratories
3. Testing equipment calibrations and certifications
4. Construction inspection reports
5. Sampling and testing records organized by date and type of material
6. Test results with comparison of quality characteristic requirements
7. Test results in relation to action and any suspension limits
8. Records of corrective actions and suspensions

Contractor shall notify the Agency within 24 hours of any noncompliance identified by the QC program.

1.6 QUALITY CONTROL MANAGER

Contractor shall assign a QC manager before the start of the affected work. The QC manager must receive, review, and approve all correspondence, submittals, and reports relating to the QC of materials before they are submitted to the Agency. The QC manager must be the sole individual responsible for:

1. Signing the QC plan
2. Implementing the QC plan
3. Maintaining the QC records

The QC manager must be Contractor's employee or must be hired by a subcontractor providing only QC services. The QC manager must not be employed or compensated by a subcontractor or by any other persons or entities hired by subcontractors who will provide services or material for the project.

1.7 PRECONSTRUCTION MEETING

At least 3 business days before the start of surfacing and pavement operations, the following Contractor personnel shall attend a preconstruction meeting:

1. Project Manager
2. QC manager
3. Project superintendent
4. Project foreman
5. Plant manager
6. Traffic control foreman
7. Subcontractors' foremen
8. RHMA-G supplier
9. Paving foreman

Contractor shall be prepared to discuss the project specifications and the processes for producing materials and constructing each item of work, including:

1. Quality assurance
 - 1.1. Quality control
 - 1.2. Agency acceptance
2. Placement of materials:
 - 2.1. Training
 - 2.2. Checklists
 - 2.3. Test strips (if required)
3. Contingency plan
4. Issues specific to the project, including:
 - 4.1. Weather
 - 4.2. Alignment and geometrics
 - 4.3. Traffic control issues
 - 4.4. Haul distances
 - 4.5. Presence and absence of shaded areas
 - 4.6. Other local issues (Trash Collection Days, School Functions, Etc.)

1.8 MEASUREMENT & PAYMENT

- a) The contract price paid per **Ton** for **“Rubberized Hot Mix Asphalt (Gap Graded) 1.5”, 2.5”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, producing, delivering and placing rubberized hot mix asphalt, complete-in-place, including saw cutting, compaction, spreading, over excavation, protect all existing utility covers, crack sealing, tack coat, paint binder, installing temporary pavement delineation, maintaining, and removing temporary pavement delineation when no longer needed, and built-up pavement section to achieve required cross slope, as specified in Contract Drawings, State Standard Specifications and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

Contractor shall supply:

1. Time, date, mix number, load number, and truck identification are correlated with a load slip.
2. Each load slip shows the truck's empty weight and the truck's total weight including RHMA-G material.
3. Copy of the recorded batch weights is certified by a licensed weighmaster.

PART 2 – PRODUCT

1. Aggregate Grading – Rubberized Hot mix asphalt (RHMA - G) shall be produced at a central mixing plant. The aggregate gradation for RHMA-G must comply with the section 39-2.03B(4)(b) of latest State Standard Specification.
2. Asphalt Rubber Binder - Asphalt rubber binder must comply to Section 39-2.03B(3) of latest State Standard Specification and be a combination of:
 - (a) Asphalt binder
 - (b) Asphalt modifier
 - (c) CRM
3. The combined asphalt binder and asphalt modifier must be 80.0 ± 2.0 percent by weight of the asphalt rubber binder.
4. Asphalt Binder to be mixed with the aggregate shall conform to the provisions of Section 92, “Asphalts”, of the State Standard Specifications and shall be paving asphalt Performance Grade PG 64-16 or better in conformance to Section 92-1.02(B) of the State Standard Specifications, unless otherwise directed by the Engineer.

2.8 CONSTRUCTION EQUIPMENT

Producing Asphalt-Rubber Binder and RHMA-G

All equipment used to blend, store, and transport crumb rubber, asphalt modifier, asphalt-rubber binder, and RHMA-G shall comply with the requirements of Caltrans Material Plant Quality Program (MPQP) unless otherwise authorized in writing by the Agency.

The Agency reserves the right to require approval of equipment by the Agency prior to use.

Placing/Spreading RHMA-G

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute RHMA-G the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references. The screed must be heated and produce a uniform RHMA-G surface texture without tearing, shoving, or gouging. The paver must not leave marks such as ridges and indentations.

All trucks transporting RHMA-G to the jobsite shall be completely covered with tarpaulins, which are fully secured, during transport.

Rollers must be equipped with a system that prevents RHMA-G from sticking to the wheels. Contractor must use a parting agent that does not damage the RHMA-G or impede the bonding of layers.

In areas inaccessible to spreading and compacting equipment:

1. Spread the RHMA-G by any means to obtain the specified lines, grades, and cross sections
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction.

The use of a material transfer vehicle is allowed. The material transfer vehicle must have sufficient capacity to prevent stopping the paver and must be capable of:

1. Either receiving RHMA-G directly from trucks or using a windrow pickup head to load it from a windrow deposited on the roadway surface
2. Remixing the RHMA-G with augers before transferring into the paver's receiving hopper or feed system
3. Transferring RHMA-G directly into the paver's receiving hopper or feed system

Compacting RHMA-G

The Contractor shall not use a pneumatic-tired roller to compact any RHMA-G material.

Each roller must have a separate operator. Rollers must be self-propelled and reversible.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

The Contractor shall remove all existing traffic stripes, markings, crosswalks, stop bars, and legends; and raised pavement markers in areas to receive RHMA-G and any adjacent areas as directed by the Agency. Removal shall be done by sand blasting or grinding and disposing of by the Contractor. Grinding or sand blasting operations shall be conducted to keep all removed pavement material from entering the storm drain system. Said removal shall not occur sooner than 2 calendar days prior to the day that the RHMA-G will be placed.

Existing pavement striping, markings, or markers which are outside the work area and not to be removed, shall be protected by the Contractor. Any striping, markings, or markers to remain damaged or rendered useless by the Contractor's operations shall be restored by the Contractor to the Agency's satisfaction and at the Contractor's expense.

Following herbicide spraying, all vegetation shall be removed from the cracks in the pavement and from all joints between the pavement and concrete gutters by the Contractor.

On the day that a street receives RHMA-G material, it shall be swept without the use of water. Pavement must be completely dry prior to placement of RHMA-G. The Contractor shall not begin any activities related to the placement of RHMA-G on any street until the Agency has approved the street cleaning.

Apply a tack coat on the existing pavement surface and on the vertical surfaces of any curbs, gutters, and construction joints. Apply the tack coat at a rate shown in Table 15, or as otherwise ordered by the Agency:

Table 15: Tack Coat Application Rates for RHMA-G

RHMA-G over:	Minimum residual rates (gal/sq yd)		
	CSS1/CSS1h, SS1,SS1h and QS1h/CQS1h asphaltic emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 asphaltic emulsion	Asphalt binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h asphaltic emulsion
Existing pavement	0.07	0.08	0.06

Notify the Agency if asphaltic emulsion is diluted with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1. Measure added water by weight so long as the Contractor furnishes the Agency with weight slips from the weighmaster. Water may be measured by volume so long as the vehicles allow for accurate determination of its contents and each vehicle has a legible identification mark showing its volumetric capacity at any given time.

The application of the tack coat material shall be uniform in appearance and free from ribboning and all other defects. Correct all defective areas of the tack coat where uniform distribution was not achieved prior to placing RHMA-G material over these areas. Placement of RHMA-G material shall not be permitted until the tack coat has broken.

In the event that a scheduled street should become wet due to fog, rain, or any other reason, the placement of RHMA-G shall be suspended until the surface has dried completely, as determined by the Agency.

The Contractor shall use sweeping equipment to clean the streets and will perform a minimum of two (2) complete passes over all pavement surfaces. In the event the Agency determines that two (2) passes are not adequate, the Contractor shall re-sweep designated areas as necessary to achieve the appropriate level of pavement cleaning. Completion of sweeping shall be evidence by the absence of all loose particles of paving, all dirt, sand, gravel, leaves, and all other extraneous material. Street sweeping equipment shall be a broom sweeper, or approved equal, in a sufficiently maintained condition to accomplish the sweeping goals of the project. Pavement missed by or inaccessible to broom sweepers shall be swept clean by other methods that are approved by the Agency. Sweeping shall include haul route.

3.2 SPREADING RHMA-G

RHMA-G shall be spread and compacted at an ambient air temperature of at least 55 degrees F and a surface temperature of at least 60 degrees F.

The Contractor may deposit RHMA-G in a windrow and load it in the paver if the following four conditions apply:

1. Paver is equipped with a hopper that automatically feeds the screed, or if a Materials Transfer Vehicle (MTV) is used.
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material.
3. Activities for depositing, pickup, loading, and paving are continuous.
4. RHMA-G temperature in the windrow does not fall below 290 degrees F.

RHMA-G placed in a windrow on the roadway surface must not extend more than 250 feet in front of the paver.

The temperature of the RHMA-G mixture directly behind the paving machine, before any rolling, shall be from 290 to 325 degrees F.

Longitudinal joints in the top layer should be offset six inches from the longitudinal joint in the existing surface layer, if that joint is discernable. The direction of the offset should be towards the lane line, if the joint is not along the lane line. If the longitudinal joint in the existing surface is not discernable, the longitudinal joint shall be along the lane line. A vertical longitudinal joint of more than two inches is not allowed at any time between adjacent lanes open to traffic.

If placing RHMA-G against the edge of existing pavement, cold mill, saw cut or grind the pavement straight and vertical along the joint and remove extraneous material unless the Agency approves placement against the existing pavement edge.

For divided roadways with an RHMA-G lift thickness greater than two inches, Contractor may construct a one-foot wide tapered notched wedge joint as a longitudinal joint between adjacent lanes open to traffic. A vertical notch of 0.75 inch maximum must be placed at the top and bottom of the tapered wedge. The tapered notched wedge must keep its shape while exposed to traffic. Pave the adjacent lane within 1 day. Construct the tapered portion of the tapered notched wedge with an authorized strike-off device. The strike-off device must provide a uniform slope and must not restrict the main screed of the paver. Contractor may use a device attached to the screed to construct longitudinal joints that will form a tapered notched wedge in a single pass. The tapered notched wedge must be compacted to a minimum of 90 percent of theoretical maximum density.

Where a tapered edge is required, use the same type of RHMA-G used for the adjacent lane or shoulder. The edge of roadway where the tapered edge is to be placed must have a solid base, free of debris such as loose material, grass, weeds, or mud. Grade the areas to receive the tapered edge as required. The tapered edge must be placed monolithic with the adjacent lane or shoulder and must be shaped and compacted with a device attached to the paver.

The device must be capable of shaping and compacting RHMA-G to the required cross section as shown. Compaction must be accomplished by constraining the RHMA-G to reduce the cross sectional area by 10 to 15 percent. The device must produce a uniform surface texture without tearing, shoving, or gouging and must not leave marks such as ridges and indentations. The device must be capable of transitioning to cross roads, driveways, and obstructions.

For the tapered edge, the angle of the slope must not deviate by more than ± 5 degrees from the angle shown in the Plans. Measure the angle from the plane of the adjacent finished pavement surface. If paving is done in multiple lifts, the tapered edge must be placed with each lift. Short sections of hand work are allowed to construct tapered edge transitions.

If widening existing pavement, construct new pavement structure to match the elevation of the existing pavement's edge before placing RHMA-G over the existing pavement.

Unless otherwise approved by the Agency, until the adjoining through lane's top layer has been paved, do not pave the top layer of:

1. Shoulders
2. Tapers
3. Transitions
4. Road connections
5. Driveways
6. Curve widenings
7. Chain control lanes
8. Turnouts
9. Turn pockets

If the number of lanes changes, pave each through lane's top layer before paving a tapering lane's top layer. Simultaneous to paving a through lane's top layer, you may pave an adjoining area's top layer, including shoulders. Do not operate spreading equipment on any area's top layer until completing all compaction activities.

If shoulders or median borders are shown, pave shoulders and median borders adjacent to the lane before opening a lane to traffic.

If shoulder conform tapers are shown, place conform tapers concurrently with the adjacent lane's paving.

3.3 COMPACTING RHMA-G

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving. If a vibratory roller is used as a finish roller, turn the vibrator off. Do not open new RHMA-G pavement to traffic until its mid-depth temperature is below 160 degrees F. If the surface to be paved is both in sunlight and shade, pavement temperatures are taken in the sun.

The Contractor will use any means necessary to compact the RHMA-G material to 92.0 to 96 percent of the theoretical maximum specific gravity. The Contractor will submit to the Agency, in writing, the compaction method to be used at least 5 days prior to placing any RHMA-G material.

At the option of the Agency, spread sand at a rate between 1 and 2 lbs/sq yd on new RHMA-G pavement when finish rolling is complete. Sand must be free of clay and organic matter. Sand must comply with Section 90-1.02C(3) of the current Caltrans Standard Specifications. Keep traffic off the pavement until spreading of the sand is complete.

3.4 PAVEMENT SMOOTHNESS

The Contractor will produce an RHMA-G pavement where the surface has a uniform appearance and texture, free from any humps or bumps, and free from segregation. The RHMA-G pavement shall be true to grade and cross section. When a 10-foot straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface shall not vary from the edge of the straightedge more than 1/8 inch, except at intersections or at changes of grade. Any areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. If the RHMA-G has cooled below the lower limits of the spreading temperatures prescribed in this specification, the surface of the pavement shall be brought to a true grade cross section. The RHMA-G in the area to be repaired shall be removed, by cold milling, to provide a minimum laying depth of 1 inch, or 2 times the maximum aggregate size, whichever is greater, of the new pavement at the join line. Repairs shall not be made to the pavement surface by tampering the thickness at the join lines.

Whenever compaction of the RHMA-G is complete, place all permanent traffic stripes, pavement markings, crosswalks, stop bars, and raised pavement markers as shown in the Plans or project Specifications. Placement of all pavement markings and raised pavement markers shall be completed within 10 calendar days after compaction of the RHMA-G. Protect newly placed traffic stripes and pavement markings from traffic and other deleterious activities until the paint is thoroughly dry or the thermoplastic is hard enough to bear traffic.

3.5 AGENCY ACCEPTANCE

The Agency reserves the right to refuse to permit the use of material solely on the basis of a Certificate of Compliance, except for the asphalt modifier and crumb rubber modifier. The contractor shall allow the Agency or their designee access to observe any and all QC testing being performed. The Contractor must inform the Agency or their designee of the time and location that all QC testing will be performed. Contractor shall deliver samples of materials used to the Agency or permit the Agency or their designee access to obtain samples from any stockpiles or facilities used to store or produce materials used in the RHMA-G upon request at any time during construction. Agency reserves the right to have such materials tested by an independent laboratory for compliance with the requirements in Section 2 for acceptance purposes.

3.6 CLEAN UP / CONTROL OF MATERIAL TRACKED FROM PROJECT

It is the intent of this specification is to minimize the tracking and depositing of RHMA-G and tack beyond the limits of the paved areas of the project.

Windrow paving shall be performed in such a manner as to minimize the pickup and subsequent tracking of material beyond the limits of the area being paved in each shift. Suggested methods

include avoiding truck traffic over the windrow, skirting of truck bumpers and undercarriages to minimize adherence of RHMA-G, windrow sizing to minimize contact with subsequent haul vehicles, or such other means that provide for delivery and placement in conformance with these specifications without resulting in objectionable tracking of material.][A full-time pick-up broom shall be provided whose operation is dedicated to the removal of any and all material deposited beyond the limits of the area to be paved in each shift. It is the intent of this specification to remove any material tracked or otherwise deposited beyond the paving limits before it adheres to the adjacent paved or other surfaces.] [One or more dedicated truck clean out areas shall be identified and used for each paving location. Such areas shall meet with the approval of the Engineer and be obtained with written authorization for use from the owner of the property prior to use. Trucks shall proceed to the clean out area immediately after depositing the RHMA-G in the paver hopper, material transfer device, or windrow. All material adhering to the exterior of the truck shall be removed before the truck leaves the clean out area in such a manner that no material is subsequently deposited on the haul route. The use of any solvents or release agents shall be subject to the approval of the Engineer. The clean out area shall be maintained in a manner conforming to all stormwater and waste disposal regulations, may require the placement of a membrane under the clean out area prior to operations, and shall be returned to its original condition immediately upon cessation of paving operations utilizing the clean out area. Any RHMA-G or tack tracked onto adjacent paved or other surfaces shall be removed to the satisfaction of the Engineer within 24 hours of completion of paving operations utilizing those adjacent surfaces, which shall be considered to include the entire truck haul route(s) between the project location(s) and the plant(s) supplying the RHMA-G. If the adjacent surfaces are not cleaned to the satisfaction of the Engineer within 24 hours, the Engineer reserves the right to employ City forces or an outside contractor to clean the area(s). If City forces are employed, liquidated damages in the amount of \$500 per hour times the actual hours required to clean the area(s) will be deducted from monies otherwise due. If an outside contractor is employed, the actual costs for clean up will be deducted from monies otherwise due.

The costs for minimizing or otherwise controlling tracking and depositing and subsequent clean up of any materials shall be considered as included in the other items of work and no additional compensation will be provided therefore.

END OF SECTION

E-09 BASE REPAIR

PART 1 – GENERAL

1.1 GENERAL

- a) Work shall consist of furnishing and placing asphalt concrete pavement section, removal and traffic marking and disposal of existing concrete and asphalt concrete pavement section to the lines, grades, and dimensions as shown on the Contract Drawings and as directed by the Engineer. Asphalt concrete shall conform to the provisions of Section 39, "Asphalt Concrete", of the State Standard Specifications and to these Technical Provisions. Aggregate Base shall conform to the provisions of Section 26, "Aggregate Base", of the State Standard Specifications and to these Technical Provisions.

1.2 SUBMITTALS

- a) The Contractor shall provide a Certificate of Compliance for Asphalt Concrete, Portland Cement Concrete, Traffic Marking, and other materials used under this Section in conformance with the requirements of the Contract Documents.
- b) The Contractor shall provide an Asphalt Concrete mix design in compliance with the requirements of the Contract Documents.
- c) The Contractor shall submit Concrete Mix Design in conformance with State Standard Specifications and these Technical Provisions to the Engineer for review and approval 15 days prior to work.
- d) Contractor shall submit concrete Compressive Strength testing results in accordance with State of California Test Method No. 521 and 540.
- e) Contractor shall provide the Engineer with certified weight tickets furnished at the time of delivery to the inspector in the field.
- f) Contractor shall provide a submittal for Class 2 Aggregate Base (AB). Contractor will coordinate with the City to provide a sample of AB to determine the compaction curve.

1.3 MATERIALS

- a) Materials shall conform to Section E-07, "Hot Mix Asphalt (Type A)" and Section E-10 "Portland Cement Concrete Construction". The Contractor shall hire a testing laboratory, approved by the City, to perform compaction testing for aggregate concrete in conformance with these Technical Provisions to the satisfaction of the City. The test results shall be submitted to the City for any paving. The Contractor shall be responsible for the cost of all testing. The Contractor shall provide a minimum of two compaction readings for each area of concrete placement as shown in the Contract Drawings and specified in this Technical Provision. The City's Inspector shall determine, in the field, the location of the readings per each area.

1.4 PROCEDURES

- a) Prior to beginning base repairs work, the Contractor shall conduct a field review of each base repair with the Engineer or Inspector. The Contractor shall layout base repairs per the dimensions shown on the plan and notify the Engineer when the layout is completed. The Engineer or Inspector and Contractor shall record the agreed dimensions for each base repair location. Size of the repairs shall not vary from this agreement unless specified in writing by the Engineer. Additional compensation shall not be allowed for base repairs in excess of the agreed size.
- b) Any base repairs proposed in areas that require cold plane milling will be completed after cold plane milling. Base repair shall be completed within 5 working days from any cold plane milling. See section E-11 for Asphalt Concrete Grinding.
- c) Where the remaining asphalt concrete section is less than one inch thickness, the first lift of asphalt concrete shall be placed the same shift.
- d) The Contractor shall remove existing asphalt concrete pavement and the underlying materials to a minimum dimensions and depth as shown on Contract Drawings and agreed upon by the Engineer by sawcutting or by grinding. Overcutting at the ends of sawcuts shall not be allowed.
- e) All edges shall be saw-cut or milled vertical in conformance to Technical Provision E-11, "Asphalt Concrete Grinding." Exposed edges shall be protected against breakage with timbers or AC mix whenever a roller enters or leaves the reconstructed area.
- f) The Contractor shall excavate around the frame and cover structure in a neat perimeter with a diameter not greater than necessary to remove and replace concrete collar. The top concrete collar shall be constructed to match the finish grade of the pavement. Frame and cover structures damaged during construction shall be replaced at Contractor's expense. Note that existing concrete collars may not conform to City Standard Details. Where existing concrete collars does not conform to City Standard Details, Contractor shall be responsible for constructing new collar per City Standard Details.

- g) Contractor shall clean all AC debris and remove any and all tack oil from all structures.
- h) Concrete collars shall be poured before 12 noon and shall be protected with steel trench plates until it can support traffic without damage, 3 days minimum.
- i) If the frame or cover is unstable or noisy under traffic, the conditions shall be corrected by placing a coil of asphalt saturated rope, a plastic-type washer or asphaltic compounds approved by the Engineer, on the cover seat.
- j) The Contractor shall make all arrangements for legally disposing of excavated materials.
- k) The Contractor is allowed to safely close off the base repair work areas with water-filled barriers and or skid resistant steel plates if placement of asphalt concrete is to be installed in the same day by the end of the lane closure restrictions. If placement cannot occur in the same day, the asphalt concrete placement shall be installed the following day and the Contractor shall place skid resistant steel plates over base repair work zone.
- l) Asphalt placement and the initial breakdown rolling shall occur at a minimum temperature of 255 degrees Fahrenheit. **The asphalt concrete shall be placed and compacted to ninety five percent (95%) density** and shall meet the elevation of the existing pavement contour without any depressions, humps, or other defects or poor workmanship. Areas inaccessible to rollers shall be compacted by use of a power compactor of the high impact, capable of attaining the same compaction as the rolled areas.
- m) Relative compaction will be determined by California Test 375. Laboratory specimens will be compacted in conformance with California Test 304. Contractor is responsible for providing QC testing for compaction. For frequency, testing, and inspection requirements, see Exhibit A. The Contractor shall hire a testing laboratory, approved by the City, to perform compaction testing for aggregate concrete in conformance with these Technical Provisions to the satisfaction of the City. The test results shall be submitted to the City for any paving. The Contractor shall be responsible for the cost of all testing. The Contractor shall provide a minimum of two compaction readings for each area as shown in the Contract Drawings and specified in this Technical Provision. The City's Inspector shall determine, in the field, the location of the readings per each area.
- n) Prior to the placement of the asphalt concrete, the Contractor shall apply a tack coat to all faces of the existing asphalt pavement.
- o) Hot Mix Asphalt for Base Repair may be placed in lifts of 3" thick or less.
- p) Potential to Encounter Paving Fabric and Concrete Slab:

All paving fabric and concrete slab removed as part of the base repair work shall become the property of the Contractor and shall be responsible to dispose of the material at a legal disposal site.

q) Traffic Markings:

Traffic Marking removed and/or damaged in conjunction with base repair work shall be replaced in kind in to match existing and conform to Technical Provision E-14, "Traffic Markings." Compensation for removal and replacement of traffic markings shall be considered as included in the contract unit price paid for the various items of work and no additional compensation will be allowed.

1.5 MEASUREMENT AND PAYMENT

- a) The contract price paid per **Square foot** for "**Base Repair (4", 5", 5.5", 6" Thick)**" shall include full compensation for furnishing all labor, material, equipment, tools, and incidentals, and for doing all the work involved in furnishing and placing asphalt concrete, complete-in-place, including removing asphalt concrete or aggregate, hauling and disposal of excavated materials, furnishing and placing water-filled barriers or steel plates, cold plane milling, staged construction, temporary conforms, final and temporary traffic striping, markings and markers, tack coats, and paint binders, as specified in Contract Drawings, State Standard Specifications and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore. Limits of the base repairs shall be marked in the field and agreed upon by the Engineer and no additional compensation shall be made for materials placed outside of these limits marked.

PART 2 – (NOT USED)

PART 3 – (NOT USED)

END OF SECTION

E-10 GEOSYNTHETIC PAVEMENT INTERLAYER

PART 1 – GENERAL

1.1 GENERAL

Engineering fabrics shall conform to Sections 96 “Geosynthetics” of the 2025 State Standard Specifications and shall include pavement reinforcing fabric and light duty road stabilization fabrics. A Certificate of Compliance from the product manufacture for each type of engineering fabric used shall be furnished to the City Engineer. Engineering fabrics shall be furnished in protective covers to shield against ultraviolet rays, abrasion, and water.

This work shall include furnishing all the labor, materials, tools and equipment necessary to place the engineering fabrics in accordance with the approved plans and these specifications.

1.2 SUBMITTALS

Submit manufacturer’s product data, certification of compliance, installation instructions, layout plan, and tack coat information for review prior to placement.

The geosynthetic pavement interlayer shown on the plans shall be Mirafi, Tensar, Strata, or similar.

1.3 MEASUREMENT AND PAYMENT

- a. The contract price paid per **Square Yard** for “**Geosynthetic Pavement Interlayer (Paving Fabric)**” shall include full compensation for all labor, materials, tools, equipment, and work to install the fabric as shown on the plans, as specified in the Standard Specifications, the Special Conditions and these Technical Specifications, and as directed by the City Engineer.

PART 2 – (NOT USED)

PART 3 – (NOT USED)

END OF SECTION

E-11 ASPHALT CONCRETE GRINDING

PART 1 – GENERAL

1.1 SUMMARY

Cold plane milling, including wedge grinding and conform grinding, shall be performed to the depth and dimensions of asphalt concrete and concrete pavement as designated on the Contract Drawings, these Technical Provisions, and as directed by the Engineer.

1.2 WORK INCLUDED

Cold planing the existing asphalt concrete pavement to the depth shown.

1.3 SUBMITTALS

- a. Contractor shall provide the Engineer with certified weight tickets for disposal of material at legal disposal site within 5 days of disposal.
- b. Contractor shall submit a Haul Route Plan to the Engineer for approval, 15 days prior to performing cold plane milling. Contractor shall provide all weight tags for pavement millings to be off-hauled to the Engineer at the end of each workday.
 - (i) Quality control plan
 - (ii) Mix Design
 - (iii) Contingency plan

1.4 EQUIPMENT

- a. The machine used for milling shall be specially designed and built for milling of bituminous pavements without the addition of heat, with the ability to plane Portland cement concrete areas. The cutting drum shall be a minimum of 48" inches wide and shall be equipped with carbide-tipped cutting teeth placed in a variable lacing pattern to produce the desired finish. Wedge grinding shall be performed using machines equipped with a cutter head of no less than six feet (6') in width and shall be operated so as not to produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation. The depth, width and shape of the cut shall be as indicated on the typical cross sections and/or details, and as directed by the Engineer.
- b. The machine shall be capable of being operated at speeds from 0 to 40 feet per minute. It shall be self-propelled and have the capability of spraying water at the cutting drum to minimize dust. The machine shall be capable of removing the material next to the gutter of the pavement being reconditioned and be designed so that the operator can at all times observe the milling operation without leaving the controls. The machine shall be adjustable for slope and depth and shall deep cut in one pass a maximum of three (3") inches without producing fumes or smoke.

1.5 PROCEDURES

- a. The surface of pavement after milling shall be uniformly rough grooved or ridged depth, width, length and shape of the milled areas shall be as indicated on the

Contract Drawings and as directed by the Engineer. Locations on the Contract Drawings designated as "Conform" or "Limit of Work" are approximate and the Engineer shall verify actual locations in the field. After pavement removal, the Contractor shall clean and prepare existing surface for placement of new asphalt concrete.

- b. Milling of existing asphalt concrete pavement shall be performed by the cold plane milling method. Milling of the asphalt concrete pavement shall not be done by the heater planing method.
- c. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Milling of asphalt concrete pavement operations shall be performed without damage to the adjacent surface to remain in place.
- d. Planed widths of pavement shall be continuous except for intersections at cross streets where the milling shall be carried around the corners and through the conform lines. Following milling operations, a drop-off of more than 2 inches will not be allowed at any time between adjacent lanes open to public traffic.
- e. Where the remaining asphalt concrete section is less than one inch thickness, the first lift of asphalt concrete shall be placed the same shift.
- f. Any sections of asphalt that become loose after grinding shall be removed and disposed of by the Contractor at the Contractor's expense. If grinding operations begins to pulverize the asphalt concrete to remain the Contractor shall notify the Engineer immediately. In locations where the grinding operation begins to pulverize the remaining asphalt concrete, the Contractor shall use a smaller grinder to prevent asphalt concrete damage.
- g. The Contractor is notified that existing pavement fabric may be encountered in the areas to be ground. No additional compensation beyond the unit price bid for cold plane milling will be made to the Contractor based on the presence of fabric in pavement sections or the presence of existing asphalt above the lip of gutter.
- h. Additional profiling passes along minor streets may be required to correct isolated street anomalies as directed by the Engineer and no further payment will be made therefore.
- i. Any base repairs proposed in areas that require cold plane milling will be completed after cold plane milling. Base repair shall be completed within 5 working days from any cold plane milling. See section E-09, "Base Repair".
- j. Sweeping & Equipment - Refer to the Technical Provisions for project sweeping requirements. The Contractor shall furnish and operate a power pick-up broom sweeper before and after grinding operations to remove gravel and other debris from the roadway prior to opening to traffic. Sidewalks, gutters, driveways, and all other areas will require hand-sweeping. Power sweepers that don't pick-up the material shall not be used.
- k. The material planed from the roadway surface, including material deposited in existing gutters, driveways, around structures, or on the adjacent traveled way, shall be removed and disposed at a legal dumpsite at no additional compensation. Material removal operations shall be concurrent with cold-plane milling operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.
- l. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles for final clean-up work and shall keep the milled area cleaned and maintained at all times until the street has been resurfaced.
- m. Water Valve Boxes-City water valve boxes shall remain accessible to allow City staff to operate valves during an emergency. The Contractor shall not obstruct or

bury City water valve boxes without prior approval by the Engineer. In no case shall water valve boxes be inaccessible for longer than 24 hours.

- n. Asphalt Temporary Tapers-Where transverse joints are milled in the pavement at conform lines, no drop-off shall remain between the existing pavement and the milled area when the pavement is opened to public pedestrian or vehicle traffic. In areas which have been cold milled or excavated where the offset equals or exceeds 3/8 inch, a temporary asphalt concrete taper shall be constructed before the pavement is to be opened to public traffic, including adjacent to curb ramps and driveways. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:12 (Vertical: Horizontal) or flatter to the level of the milled area.
- o. Asphalt concrete for temporary tapers shall be of commercial quality meeting the requirements of these Technical Provisions, and Section 39 of the State Standard Specifications. It shall be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of all loose material from the underlying surface, before placing the permanent surfacing. Operations shall be scheduled so that not more than 7 calendar days shall elapse between the time when transverse joints are milled in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

1.6 MEASUREMENT AND PAYMENT

- b. The contract price paid per **Square Yard** for “**Asphalt Concrete Grinding (2”, 2.5”, and 3”, 6”)**” shall include full compensation for all labor, materials, tools, equipment, and disposing of ground material, complete in place as shown on the plans, as specified in the Standard Specifications, the Special Conditions and these Technical Specifications, and as directed by the City Engineer.

PART 2 – (NOT USED)

PART 3 – (NOT USED)

END OF SECTION

E-12 PORTLAND CEMENT CONCRETE CONSTRUCTION

PART 1 – GENERAL

1.1 SUMMARY

- a) Work shall consist of removal and disposal of existing concrete and the construction of curb and gutter, driveway, sidewalk, curb ramps, and utility frame concrete collars and shall conform to the Contract Drawings and the provisions in Section 15-1.03.B, "Removing Concrete," Section 14-10.02, "Solid Waste Disposal and Recycling," Section 40, "Concrete Pavement", Section 52, "Reinforcement", Section 73, "Concrete Curbs and Sidewalks" and Section 90, "Concrete" of the State Standard Specifications, the most current City of Milpitas Standard Drawing, these Technical Provisions and as directed by the Engineer.
- b) Curb and gutter and sidewalk shall conform to the Contract Drawings and City Standard Drawing No.'s 410, and 427. Driveway shall conform to the Contract Drawings and City Standard Drawing No.'s 432 and 434. Curb Ramps shall conform to the Caltrans Standard Details and as modified by the Plans.
- c) Coordinate with adjacent private property owners for access or repairs to damaged private property improvements.
- d) This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

1.2 SUBMITTALS

- a) The Contractor shall submit Concrete Mix Design in conformance with State Standard Specifications and these Technical Provisions to the Engineer for review and approval 15 days prior to work.
- b) The Contractor shall submit Certificate of Compliance for materials used under this Section in conformance with State Standard Specifications and these Technical Provisions at the time of delivery to the inspector in the field.
- c) Contractor shall submit Certified Weight Tickets in conformance with State Standard Specifications and these Technical Provisions at the time of delivery to the inspector in the field.

- d) Contractor shall submit concrete Compressive Strength testing results in accordance with State of California Test Method No. 521 and 540.
- e) Contractor shall submit Compaction tests results of aggregate base in accordance ASTM D1557 and D2922.
- f) Contractor shall submit Detectable Warning Surface cut sheet in conformance with Caltrans Standard Specifications and Details.
- g) If the curb ramp and sidewalk does not conform to the Caltrans Standard Detail A88A due to site steepness and topography, Contractor shall notify the City and document any design exceptions.

1.3 MEASUREMENT AND PAYMENT

- a) The contract price paid for **Each** for “**Install Curb Ramp (Per Caltrans Standard Drawings)**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work to remove concrete, aggregate, asphalt, and install curb ramp, curb and gutter, asphalt paving, sidewalk and base, encompassing 4’ minimum of sidewalk, curb and gutter and base on each side of the new ramp up to the nearest score line or weakened plane joint or as shown on the plans, whichever is furthest, complete in place, including furnishing and placement of Class 2 aggregate base, curb and gutter, curb ramp, sidewalk and detectable warning surface, furnishing, placement, and removal of forming, furnishing and placement of asphalt concrete plug, furnishing and placement of asphalt concrete conform, sawcutting and removal of sawcut material, doweling into existing curb or sidewalk, excavation, subgrade preparation, hauling and disposal of all unsuitable aggregate base, asphalt concrete, concrete and material, compaction of aggregate base and subgrade, weakened plane joints and score lines, tree root removal and protection, coordination with the private property owner, compaction and compressive testing of subgrade, aggregate base, and concrete, existing surfaces restoration, tree root inspection, protection and removal, as shown on the Contract Drawings, the latest City of Milpitas Standard Drawings, as specified in the State Standard Specifications, and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.
- b) The contract price paid for **Each** for “**Surface Applied Detectable Warning Surface**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work to install detectable warning surfaces complete in place, as shown on the Contract Drawings, the latest City of Milpitas Standard Drawings, as specified in the State Standard Specifications, and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

- c) The contract price paid per **Linear Foot** for “**Curb and Gutter Removal and Replacement (Beyond Ramp Limits)**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removal and replacement curb and gutter to the nearest joint, complete in place, including furnishing and placement of Class 2 aggregate base and concrete, furnishing, placement, and removal of forming, furnishing and placement of asphalt concrete plug, furnishing and placement of asphalt concrete conform, sawcutting and removal of sawcut material, doweling into existing curb or sidewalk, excavation, subgrade preparation, hauling and disposal of all unsuitable aggregate base, asphalt concrete, concrete and material, compaction of aggregate base and subgrade, weakened plane joints and score lines, tree root removal and protection, coordination with the private property owner, compaction and compressive testing of subgrade, aggregate base, and concrete, existing surfaces restoration tree root inspection, protection and removal,, as shown on the Contract Drawings, the latest City of Milpitas Standard Drawings, as specified in the State Standard Specifications, and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.
- d) The contract price paid per **Square Foot** for “**Sidewalk Removal and Replacement**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work to removing and installing concrete flatwork to the nearest joint, complete in place, including furnishing and placement of Class 2 aggregate base and concrete, furnishing, placement, and removal of forming, sawcutting and removal of sawcut material, doweling into existing curb or sidewalk, excavation, subgrade preparation, hauling and disposal of all unsuitable aggregate base, asphalt concrete, concrete and material, compaction of aggregate base and subgrade, weakened plane joints and score lines, tree root removal and protection, coordination with the private property owner, compaction and compressive testing of subgrade, aggregate base, and concrete, existing surfaces restoration, tree root inspection, protection and removal, as shown on the Contract Drawings, the latest City of Milpitas Standard Drawings, as specified in the State Standard Specifications, and these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.
- e) No adjustment in the contract prices for “Curb and Gutter Removal and Replacement (Beyond Ramp Limits)” and “Sidewalk Removal and Replacement”, shall be made for increases or decreases of more than 25 percent of the quantities.

PART 2 – MATERIALS

- a) Portland Cement Concrete shall contain five hundred sixty-four (564) pounds (6 sacks) of Type II Portland cement per cubic yard in conformance to ASTM C150 and the provisions in Section 90, "Concrete" of the Standard Specifications. Concrete shall be proportioned and mixed to develop a minimum compressive strength of 3,000 pounds per square inch at 28 days. Concrete used for manhole and utility frame concrete collars shall have a minimum compressive strength of 4,000 pound per square inch at 28 days. The mix used for manhole and utility frame concrete collars shall contain 2 pounds of lampblack per cubic yard and shall not be mixed by hand, with a minimum of 6" of concrete containing lampblack. The edges of the concrete shall be flush with surrounding finish grade per City standard detail No. 230 with finished with a ½" rounding tool adjacent to the asphalt.
- b) Aggregates for Concrete Mix shall be free from deleterious coatings, clay balls, roots, bark, sticks and other extraneous material and gradation shall be Combined Aggregate, in conformance to the provision in Section 90, "Concrete" of the Standard Specifications.
- c) Reinforcing Steel shall be A36 steel, grade 60 in conformance to the provisions in Section 52, "Reinforcement," of the Standard Specifications.
- d) Water shall be clean and free from oils and other deleterious material in conformance to the provision in Section 90, "Concrete" of the Standard Specifications.
- e) Admixtures, accelerators, or retarders shall not be allowed without the approval of the Engineer unless required in the Contract Documents. If admixtures, accelerators, or retarders are approved, it shall be in conformance to the provision in Section 90, "Concrete" of the Standard Specifications.
- f) Aggregate Base shall be Class 2 in conformance to the provision in Section 26, "Aggregate Bases," of the State Standard Specifications, Contract Drawings, and the most current City Standard Drawings.
- g) Curing concrete methods and compounds shall be in conformance to the provision in Section 90, "Concrete" of the Standard Specifications.
- h) Adhesives for bonding new to existing concrete and dowels into drilled holes shall be in conformance to the provisions in Section 95, "Epoxy" of the Standard Specifications.
- i) Asphalt Concrete Plug shall conform to section E-07 "Hot Mix Asphalt (Type A)" in these Technical Provisions.
- j) Asphalt Concrete Conform shall conform to section E-07 "Hot Mix Asphalt (Type A)" in these Technical Provisions.

- k) Detectable Warning Surface shall be in conformance with the provisions of Section 73, "Concrete Curbs and Sidewalks" of the Standard Specifications. Detectable Warning Surfaces shall be a 'wet-set' system embedded into new concrete, unless otherwise approved by the Engineer.
- l) Detectable warning surfaces shall be surface-applied panels installed in accordance with manufacturer specifications. Panels shall extend full width of ramp and 36 inches in depth. Install at back of curb and flush with adjacent concrete.
- m) Root Barrier shall be in conformance to the provisions in Section 20, "Landscape" of the Standard Specifications.

PART 3 – EXECUTION

- a) Contractor shall walk the site with the City's inspector and mark out the proposed concrete demolition and improvements limits of work and paint the mark ups for approval by the Engineer.
- b) Contractor shall demolish existing features in accordance with Section 15 "Existing Facilities" of the State Standard Specifications and the following:
- c) Remove existing pavements, structures, and site improvements that interfere with new construction
- d) Backfill holes and depressions caused by removal of existing facilities.
- e) Curb, curb and gutter, sidewalk, driveway, curb ramps and concrete pavement shall be removed at construction joints or expansion joints. Coordinate removal limits with Engineer.
- f) Facilities to be removed shall be cut straight, clean and square with a power-driven saw to a full depth before removing the surfacing. Sawcutting shall be done on a neat line with a power-driven saw to an adequate depth to ensure a clean break, but no less than 2 inches, prior to removing the surfacing or other facility.
- g) Subgrade Preparation shall be constructed true to grade and depth as indicated on the Contract Drawings. Prior to the placement of aggregate base, subgrade material shall have a minimum relative compaction of ninety percent (90%) as determined by test method ASTM D557 and 2922, shall be thoroughly moistened with water without ponding to the satisfaction of the Engineer, the City inspector shall approve and verify relative compaction of subgrade.

- h) Aggregate Base shall be placed on a prepared sub-grade true to grade and depth as indicated on the Contract Drawings.
- i) Prior to the placement of concrete, Aggregate Base shall have a minimum of relative compaction of ninety-five percent (95%) as determined by test method ASTM D557 and 2922, shall be thoroughly moistened with water without ponding, to the satisfaction of the Engineer, the City inspector shall approve and verify relative compaction of aggregate base.
- j) City inspection of relative compaction of aggregate base shall occur no more than 2 working days prior to concrete pour. The City reserves the right to reinspect the relative compaction of the aggregate base if conditions change between the dates of original inspection and concrete pour that may affect compaction, such as saturation or disturbance of the material.
- k) Fixed Forms:
 - a. Forms shall be timber and have a smooth straight upper edge, true smooth surfaced on the side where concrete will be placed, and sufficiently rigid to withstand the pressure and tamping of fresh concrete without distortion. Timber forms shall be free from deformation.
 - b. Timber forms shall not be less than one and one-half (1-1/2") inches thick after being surfaced except on curb returns, horizontal curves, and vertical curves where benders or thin plank may be used. The bender or thin plank shall be not less than one-half inch (1/2") cleated together.
 - c. Forms shall be set carefully to alignment and grade and shall be held rigidly in place by stakes, spreaders, or clamps, and shall be braced so that no displacement will occur during the working of the concrete.
 - d. Sidewalk Forms shall be set with the upper edge true to line and grade, held rigidly in place by stakes placed on the outside of the forms, and set flush with the top edge of the form. The side forms shall not be removed less than twelve (12) hours after the finishing has been completed.

- e. Curb Forms shall be equal to the full depth of curb or gutter. Curb forms shall be set to true line and grade and conform to existing curb. Forms shall be held rigidly in place by stakes placed at intervals not to exceed four (4') feet. The form on the front of the curbs shall not be removed less than two (2) hour after the concrete has been placed or while the concrete is sufficiently plastic to slump.
- f. All forms shall be cleaned thoroughly and coated with a light oil.

l) Concrete Placement:

- a. No concrete shall be placed until the forms and compaction of aggregate base have been checked and approved by the Inspector.
- b. No concrete shall be placed when the air temperature is below forty degrees Fahrenheit (40°F) or during rain.
- c. Before placing concrete, the aggregate base or subbase shall be properly moistened with water, and the form faces shall be oiled.
- d. Concrete shall be placed and compacted in forms without segregation. After placing, the concrete shall be consolidated/vibrated sufficiently to produce a dense mass, struck off, and floated. Final finishing operations shall not proceed until all bleed water has evaporated from the surface. Sprinkling of dry cement to absorb excessive surface moisture shall not be allowed.
- e. Concrete shall be placed continuously between joints and brought to the required grade and section as the work progresses. Sidewalk and top of curb sections shall slope towards the street at a cross slope no greater than of 0.25 inch per foot (2% maximum slope) unless otherwise specified in the Contract Documents or directed by the Engineer. Sections not complying with said cross slope shall be removed and reconstructed as directed by the Engineer and at the Contractor expense.
- f. Concrete placement against existing asphaltic concrete paving shall not be allowed unless approved by the Engineer.
- g. When sidewalk and curb and gutter is adjacent to one another, it shall be poured monolithically unless directed otherwise by the Engineer.

- f. Membrane Curing: The concrete pavement shall be cured with an approved coating of approved emulsions of paraffin or silicone applied in quantities to ensure a uniform protective coating on all surfaces and exposed edges. The application shall be made immediately upon the completion of the concrete pour and disappearance of the free surface moisture. In the event the application of the curing membrane is delayed, the concrete surface shall be moistened and kept damp, but care shall be taken that free surface moisture is not present when the curing compound is applied. After the membrane has been applied, care shall be taken that the surface film is kept intact and undamaged, and any section of the concrete surface damaged by rain or otherwise during the curing period (7 days) shall be retreated.
- g. Tolerance: The top and face of curb and gutter, sidewalk, and curb ramps shall not vary more than one-fourth inch (1/4") from the edge of an eight feet (8') straight edge when placed against the surface, except at grade changes or curves. The flowline of gutters shall be built and finished to allow continuous flow of water and shall be tested with water prior to initial concrete set so that it does not stand more than one-fourth inch (1/4") deep at any location prior to final finishing. In no case will standing water be allowed in the flow line of the landing of a curb ramp.
- h. Sawcut: The existing concrete improvement shall be sawcut to the full depth where new concrete will conform to existing concrete. The sawcut shall be done in such a manner that spalling and cracking of the existing concrete does not occur. All damaged existing concrete which is to remain in place shall be replaced at the Contractor's expense.
- i. Gutter width variations required to transition or to conform to existing curb and gutter conditions, or as directed by the Engineer, shall be included in the price paid per linear foot of curb and gutter and no additional payment will be made therefor.
- j. Curb and Gutter construction shall take place prior to asphalt concrete work and conform to the latest City Standard Drawings in the Contract Drawings. Prior to saw cutting existing concrete/asphalt concrete, the Contractor shall layout the limits of removal for new curb and gutter in the field. The layout shall be approved by the Engineer. Removal of existing curb and gutter shall extend to the nearest joint. Asphalt concrete plug shall be installed after completion of curb and gutter. New curb and gutter shall be doweled into the existing concrete in accordance with City Standard Details.

- k. Driveway construction shall take place prior to asphalt concrete work and shall conform to the latest City Standard Drawings in the Contract Drawings. Prior to saw cutting concrete/asphalt concrete, the Contractor shall layout the limits of removal for new driveway in the field. The layout shall be approved by the Engineer. Removal of existing driveway shall extend to the nearest joint. Asphalt concrete plug shall be installed after completion of driveway. New curb and gutter shall be doveled into the existing concrete in accordance with City Standard Details.
- l. Sidewalk construction shall take place prior to asphalt concrete work and shall conform to the latest City Standard Drawings in the Contract Drawings. Prior to saw cutting concrete/asphalt concrete, the Contractor shall layout the limits of removal for new sidewalk in the field. The layout shall be approved by the Engineer. Removal of existing sidewalk shall extend to the nearest joint. New sidewalk shall be doveled into the existing concrete in accordance with City Standard Details. Utility Marking - The letter "S" shall be stamped on the face of curb where the sanitary sewer laterals intersect the curb, and the letter "W" shall be stamped on the face of curb where the water services intersect the curb.
- m. Curb Ramp Construction shall take place prior to asphalt concrete work and shall conform to the latest City Standard Drawings and Revised State Standard Plan as shown in Contract Drawings. Prior to saw cutting concrete/asphalt concrete, the Contractor shall layout the limits of removal for new curb ramp in the field. The layout shall be approved by the Engineer. Removal of existing curb ramp shall extend to the nearest sidewalk and curb and gutter joint. Work shall include the construction of the curb and gutter and sidewalk adjacent to the curb ramp and adjustment of utility boxes within the ramp. Asphalt concrete plug shall be installed after completion of the curb ramp.
- n. The Contractor shall layout ramps in the field using whatever tools are required to ensure the finished product meets ADA requirements.
- o. Precast replaceable detectable warning surface shall be precast and set-in-place in wet concrete. Precast detectable warning surface shall be in conformance with the requirements established by the Department of General Services, Division of State Architect and be installed in conformance with the manufacturer's recommendations. The finish surfaces of the detectable warning surface shall be free from blemishes.

- p. The Contractor shall provide a temporary ADA compliant path of travel in the vicinity of the removed ramps and sidewalks, especially at intersections. The Contractor shall maintain this path of travel until the new ramps and sidewalks have been installed and are open for public use. No demo work of sidewalk or ramps shall occur the last working day prior to a weekend. It is the Contractor's responsibility to plan and schedule work accordingly to maintain path of travel at all times.
- q. Asphalt Concrete Plug shall occur after completion of concrete construction and removal of forms, and no sooner than 48 hours after concrete is poured. Asphalt concrete plug shall be a minimum of 12" wide from the new concrete or as noted on the plans. Prior to saw cutting concrete/asphalt concrete, the Contractor shall layout the limits of removal for asphalt concrete plug in the field. The layout shall be approved by the Engineer. Full compensation for conformance to the provisions in this section shall be considered as included in the contract price paid for the associated driveway, curb and gutter, and curb ramp items of work involved, and no additional compensation shall be allowed. See specifications regarding asphalt concrete conform.
- r. Asphalt Concrete Conform: Where the elevation of new curb and gutter, including depressed curb at curb ramps and driveways, is below adjacent existing asphalt concrete elevation, the existing asphalt concrete shall be sawcut back to provide a smooth transition between existing asphalt and new construction. This horizontal distance shall be a minimum of 3' wide measured from the lip of gutter towards the center of the street. The areas beyond the initial 12" width of the asphalt concrete plug shall be excavated and graded so as to provide for the placement of 6" minimum of asphalt concrete as directed by the Engineer.

n) Control of Material:

- a. The Contractor shall hire a testing laboratory, approved by the City, to perform compaction testing for aggregate base in conformance with these Technical Provisions to the satisfaction of the City. The test results shall be submitted to the City. The Contractor shall be responsible for the cost of all testing. The Contractor shall provide a minimum of two compaction readings for each area of concrete placement as shown in the Contract Drawings and specified in this Technical Provision. The City's Inspector shall determine, in the field, the location of the readings per each area.
- b. The Contractor shall place concrete within 3 business days of compaction testing. The subgrade may require retesting if 3 business days elapses, or the subgrade is disturbed.

- c. The Contractor shall hire a testing laboratory, approved by the City, to perform sampling and compressive strength for concrete in conformance with these Technical Provisions to the satisfaction of the City. For each day when placement of concrete occurs, the Contractor shall take a minimum of two sets of concrete samples for a compressive strength test in accordance with State of California Test Method No. 521 and 540. The City's Inspector will determine when the samples shall be taken for each day. The test results shall be submitted to the City. The Contractor shall be responsible for the cost of all testing.
 - d. Tree Roots Inspection and Removal: No cutting of any part of any tree, including roots, shall be performed without the approval and direct supervision from the City Arborist. When tree roots are exposed in construction work zone, a root inspection is required by the City's Arborist to determine the necessary root protection or removal measures or tree removal. The Contractor shall notify the Engineer three working days prior to scheduling a root inspection. Inspections are limited to Tuesday thru Thursday or based on availability. Prior to inspection, the Contractor shall have the tree roots fully exposed for the City Arborist to review within the limits of work. All work associated with the root protection or removal, including root barrier, shall be included in the bid price and no additional compensation shall be allowed therefore.
 - e. Tree Removal: If the City Arborist determines the tree shall be removed during the root inspection, the Contractor shall remove the tree and stump no later than the following shift. The stump shall be grounded out to twenty-four (24") below adjacent ground level. Or Additionally, the contractor shall remove all surface and adjacent subsurface roots as may be necessary to eliminate "humps" or mounds in the right of way and adjacent to the stump. All areas are to be left flat and meet original grade. The area will then be backfilled with clean, pulverized topsoil to the level of the adjoining grade.
- o) Quality control on layout
- a. The layout of sidewalks and ramps will be largely field fit. Contractor will work with the county inspector to layout each corner, and to assure the following:
 - b. Positive drainage on each sidewalk and gutter profile
 - c. 1.5% maximum cross slope in the pedestrian areas
 - d. Ramp slopes and lengths in conformance with State standards
 - e. Lip of gutter grade to conform with adjacent existing pavement and sawcut line
- p) Machine poured curbs will not be allowed unless called for on the plans.

END OF SECTION

E-13 ADJUSTMENT OF APPURTENANCES

PART 1 – GENERAL

1.1 GENERAL:

- a) Work shall consist of adjusting existing frames and covers of manhole, water valve boxes, gas valve boxes, monument boxes, and any other utility structures to finished grade and replacing manhole frames and covers as directed by the Engineer, in accordance with the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Technical Provisions; metal riser adjustment rings shall not be permitted.
- a) The work shall also include adjusting, relocating, or removing existing utility pipes, conduits, manholes, valves, and other related appurtances shown on the plans that interfere or conflict with the work, to ensure the required minimum clearances between utility lines and facilities are maintained. Any existing utility (including drainage facilities regardless of size or type) identified for removal shall be completely removed, and properly reconnected to the existing or new facilities shall be provided as directed by the City.
- b) Any work required to remove, relocate, or disposal of existing utility facilities as need to complete the Work specified in the Contract Documents, which are not included in the Bid Schedule, shall be considered as included in the various items of work and no additional compensation shall be allowed.
- c) Irrigation Facilities
 - i. Keep existing irrigation facilities in place that are described to be removed, relocated, or modified until the Engineer determines they are no longer needed.
 - ii. Maintain the existing water supply. If the existing water supply is interrupted for more than 3 consecutive days, provide an alternative water supply. Water the existing plants in the area irrigated from that water supply, including those maintained by the Department, as necessary to maintain healthy plant growth.
 - iii. If you and the Department irrigate existing plants from the same water supply, furnish enough water to the Department for watering plantings on and off the highway as necessary to maintain a healthy condition through Contract acceptance.
 - iv. If you damage irrigation facilities not to be removed:
 - I. Remove and dispose of them.
 - II. Repair and replace damaged facilities within 10 days.
 - III. Use similar commercial-quality components from the same manufacturer or components that are compatible with the existing irrigation system if authorized.

- IV. After completing the repair or replacement of the facilities, perform an operational test in the presence of the Engineer. If you repair or replace the remote control valves, conduct the test with the irrigation controller in the automatic mode.

d) Notify the Engineer:

- i. At least 4 business days before shutting off the water supply to any portion of the existing irrigation system
- ii. Immediately after restoring the water supply to any portion of the existing irrigation system

1.2 SUBMITTAL:

- a) The Contractor shall provide a Certificate of Compliance for Portland Cement Concrete, Traffic Marking, and other materials used under this Section in conformance with the requirements of the Contract Documents.
- b) The Contractor shall submit Concrete Mix Design in conformance with State Standard Specifications and these Technical Provisions to the Engineer for review and approval 15 days prior to work.
- c) Contractor shall submit concrete Compressive Strength testing results in accordance with State of California Test Method No. 521 and 540.
- d) Contractor shall provide the City Engineer with certified weight tickets furnished at the time of delivery to the inspector in the field.

1.3 MATERIAL:

- a) Existing water valve lid and box damaged during construction shall be replaced in kind. The Lid shall be stamped with the word "WATER" and traffic H-20 rated.
- b) Existing recycle water valve lid and box damaged during construction shall be replaced in kind. The Lid shall be stamped with the word "RECYCLE WATER" and traffic H-20 rated.
- c) Replacement frames and covers shall conform to the requirements of Milpitas Standard Specification S2.04 and applicable Standard Details.
- d) Materials shall conform to Section E-07, "Hot Mix Asphalt (Type A)" and Section E-12 "Portland Cement Concrete Construction".

1.4 PROCEDURES:

- a) The Contractor shall excavate around the frame and cover structure in a neat perimeter with a diameter not greater than necessary to loosen, adjust the frame with the cover to grade and remove and replace concrete collar.
- b) Adjustments of frames and covers shall be accomplished by removing and replacing concrete collar and installing new concrete adjusting rings to raise the frame. The top concrete collar shall be constructed to match the finish grade of the pavement. Frame and cover structures damaged during construction shall be replaced at Contractor's expense. Note that existing concrete collars may not conform to City Standard Details. Where existing concrete collar does not conform to City Standard Details, Contractor shall be responsible for constructing new collar per City Standard Details.
- c) Contractor shall establish at least two radius point markings indicating location of valves and distance from curb. Contractor shall also protect iron with top hats. Contractor is responsible for removing markings at conclusion of the job.
- d) All existing frames and covers shall be accessible immediately after paving and raised within 48 hours of paving.
- e) Contractor shall clean all AC debris and remove any and all tack oil from all structures.
- f) Concrete collars shall be poured before 12 noon and shall be protected with steel trench plates until it can support traffic without damage, 3 days minimum.
- g) False bottoms shall be installed in all storm and sewage structures prior to lowering and shall be removed immediately after the frame and cover is reinstalled.
- h) If the frame or cover is unstable or noisy under traffic, the conditions shall be corrected by placing a coil of asphalt saturated rope, a plastic-type washer or asphaltic compounds approved by the Engineer, on the cover seat.
- i) If City monuments are disturbed during the Work, monuments shall be reset per City Standards and State Regulations at the Contractor's sole expense.

1.5 MEASUREMENT AND PAYMENT:

- a) The contract price paid for **Each** for **“Adjust Water Valve Cover to Grade”, “Adjust Gas Valve Cover to Grade”, “Adjust Flushing Inlet Cover to Grade” and “Adjust Monument Cover to Grade”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in adjusting appurtenance to grade, complete in place, including field surveying, excavation, hauling and disposal of excavated materials, structure backfill, adjusting appurtenance and paving, removing existing concrete collars, lowering existing valve box/monument/manhole, providing a reference plan and re-adjusting to new grade, furnishing and placing new concrete collar, furnishing and placing water-filled barriers or steel plates, furnishing and placing false bottoms, dig-outs, cold plane milling, staged construction, temporary conforms, final and temporary traffic striping, markings and markers, tack coats, and paint binders, as specified in Contract Drawings, as specified in the Standard Specifications, these Technical Provisions, and as directed by the Engineer and no additional nor partial (full payment for item after adjustment has been completed to grade) compensation shall be allowed therefore.
- b) The contract price paid for **Each** for **“Adjust Storm Sewer Manhole Frame and Cover to Grade”, “Adjust Storm Drain Manhole Frame and Cover to Grade”, “Adjust Water Manhole Frame and Cover to Grade”, and “Adjust Storm Drain Drainage Inlet to Grade”,** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved adjusting appurtenance to grade, complete in place, including field surveying, excavation, hauling and disposal of excavated materials, structure backfill, adjusting appurtenance and paving, removing existing concrete collars, lowering existing valve box/monument/manhole, providing a reference plan and re-adjusting to new grade, furnishing and placing new concrete collar, furnishing and placing water-filled barriers or steel plates, furnishing and placing false bottoms, dig-outs, cold plane milling, staged construction, temporary conforms, final and temporary traffic striping, markings and markers, tack coats, and paint binders, as specified in Contract Drawings, as specified in the Standard Specifications, these Technical Provisions, and as directed by the Engineer and no additional nor partial (full payment for item after adjustment has been completed to grade) compensation shall be allowed therefore.

PART 2 – (NOT USED)

PART 3 – (NOT USED)

END OF SECTION

E-14 TRAFFIC MARKINGS

PART 1 – GENERAL

1.1 SUMMARY

- a) This work shall consist of furnishing and placing thermoplastic traffic stripes, pavement markings and roadside signs at the locations shown on Contract Drawings, in conformance with the provisions in Section 82, "Signs and Markers" and Section 84, "Markings," of the Standard Specifications, Standard Plans, the latest Manual on Uniform Traffic Control Devices, and these Technical Provisions and as directed by the Engineer.

1.2 SUBMITTALS

- a) The Contractor shall provide a Certificate of Compliance for all traffic markings in conformance with the provisions in Section 84-2.01C "Submittals", of the latest Standard Specifications
- b) Lead Compliance Plan: Regulations containing specific Cal/OSHA requirements when working with lead include 8 CA Code of Regs § 1532.1.
- c) Submit a plan:
 - i. 1. That documents your compliance program to prevent or minimize worker exposure to lead
 - ii. 2. Including the items listed in 8 CA Code of Regs § 1532.1(e)(2)(B) Sealed and signed by a CIH with knowledge of and experience complying with 8 CA Code of Regs
- d) Allow 7 days for review. Obtain authorization for the plan before starting any activity that presents the potential for lead exposure.
- e) Before starting any activity that presents the potential for lead exposure to employees who have no prior training, including State employees, provide a safety training program to these employees that complies with 8 CA Code of Regs § 1532.1 and your lead compliance plan.
- f) Submit copies of air monitoring or job site inspection reports made by or under the direction of the CIH under 8 CA Code of Regs § 1532.1 within 10 days after the date of monitoring or inspection. Supply personal protective equipment, training, and washing facilities required by your lead compliance plan for 5 Agency employees.
- g) Contractor shall submit lane width measurements prior to the removal of any lane striping.

1.3 MATERIAL:

a) Thermoplastic Material and Application:

- i. Spreadable thermoplastic material shall be free of lead and chromium, and shall conform to PTH-02ALKYD of the Standard Specification. Sprayable thermoplastic material shall be free of lead and chromium, and shall conform to PTH-02SPRAY of the Standard Specification.
- ii. Thermoplastic traffic stripes and pavement markings shall be equipped with enhanced wet-night visibility.
- iii. Glass beads shall conform to the State Specification No. 8010-004 (Type 2) for nighttime retro reflectance glass beads.
- iv. Thermoplastic pavement markings and traffic stripes for traffic lanes shall be applied at a minimum thickness of 2.0 mm and minimum application rate of 0.4 kg/m, based on a solid stripe of 100 mm width.
- v. Thermoplastic material shall be applied to the pavement at a temperature between 177°C and 205°C, unless the manufacturer recommends a different temperature.
- vi. Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.
- vii. Thermoplastic traffic stripe for crosswalk and stop bar limit line shall be 12" wide.

b) Roadside Signage

- i. Roadside Signage shall be in accordance with Section 82, "Signs and Markers", of the Standard Specifications.

c) Green Bike Lane Marking:

- i. The material must be a resilient light green color preformed thermoplastic product which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements with a hardness range of 7-9 (Mohs scale), and where the top surface contains anti-skid/anti-slip elements with a hardness of 9 (Mohs scale).
- ii. The material shall be resistant to the detrimental effects of motor fuels, antifreeze, lubricants, hydraulic fluids, etc.
- iii. The material shall be capable of being applied on bituminous and/or portland cement concrete pavements by the use of a handheld heat torch, and/or infrared heater.
- iv. The material shall be capable of being applied to asphalt and Portland cement concrete surfaces without preheating the application surface to a specific temperature.

- v. The material shall be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures.
- vi. The material shall be capable of being applied in temperatures down to 45°F (7.2°C) without any special storage, preheating or treatment of the material before application.
- vii. The material shall contain heating indicators evenly distributed on the surface that shall act as visual cues during both the application process and post-application.
- viii. If required, white, retroreflective and skid resistant preformed thermoplastic symbols and/or word legends may be incorporated into the skid/slip resistant material background in an interconnected fashion, such that the two materials shall be factory assembled together and applied as a single layer.
- ix. The marking material must be produced in the United States, and the manufacturer must be ISO 9001:2008 certified for design, development and manufacturing of preformed thermoplastic pavement markings, and provide proof of current certification.
- x. Material: Shall be composed of an ester-modified rosin impervious to degradation by motor fuels, lubricants, etc., in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements uniformly distributed throughout the material. The thermoplastic material shall conform to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and being of a color different from white or yellow.
- xi. Pigment: Light Green: The material shall be manufactured with appropriate pigment to ensure that the resulting colors complies with the Light Green color as specified in the FHWA Memorandum dated April 15th, 2011: Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14).
- xii. Daytime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
X	y	X	y	x	y	x	y
0.230	0.754	0.266	0.500	0.367	0.500	0.444	0.555

Nighttime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
X	y	X	y	x	y	x	y
0.230	0.754	0.336	0.540	0.450	0.500	0.479	0.520

- xiii. The pigment system shall not contain heavy metals or any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.
- xiv. Heating Indicators: The top surface of the material shall have regularly spaced indents. The closing of these indents during application shall act as a visual cue that the material has reached a molten state, allowing for satisfactory adhesion and proper embedment of the anti-skid/anti-slip elements, and a post-application visual cue that proper application procedures have been followed.
- xv. Skid Resistance: The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.
- xvi. Slip Resistance: The surface of the preformed thermoplastic material shall contain factory applied anti-skid elements with a minimum hardness of 9 (Mohs scale). Upon application the material shall provide a minimum static coefficient of friction of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.
- xvii. Thickness: The material must be supplied at a minimum thickness of 90 mils (2.29 mm) or 125 mils (3.15 mm).
- xviii. Environmental Resistance: The material shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.
- xix. Application: The material shall be capable of being applied using the propane torch method, and/or infrared heater recommended by the manufacturer. The material shall be capable of being applied at ambient and road temperatures down to 45°F (7.2°C) without any preheating of the pavement to a specific temperature. A sealer specified by the manufacturer shall be applied to the pavement surface prior to material application to ensure proper adhesion. The sealer must be supplied by the material manufacturer in 300/600ml cartridges along with sealer application supplies. A thermometer shall not be required during the application process. The pavement shall be clean, dry and free of debris. Supplier must enclose application instructions in English and Spanish with each box/package only pertaining to an application method that does not require preheating of the pavement to a specific temperature before application.

- d) Green Bike Lane Marking with Symbols and Legends: Where green bike lane markings are called for that include Bike Lane symbols, words or arrows, the high friction green thermoplastic material shall come from the manufacturer as a sheet of green thermoplastic material with the Bike Lane markings in white, and the markings shall be included as an integral element of the green thermoplastic material as received from the manufacturer. If the manufactured sheet is of insufficient size to cover the indicated width of bike lane, additional green thermoplastic material shall be used to provide the required coverage. The green thermoplastic material with integral symbols and legends shall be paid per square foot of the thermoplastic sheet with symbols and legends.
- e) Bike Lane Lines Adjacent to Green Bike Lane Markings: Where bike lane stripes (Detail 39 and 39A) are located immediately adjacent to green bike lane markings, the bike lane stripes shall be of high-friction skid resistant thermoplastic.
- f) Bike Lane Striping and Markings: All bike lane stripes and symbols not adjacent to green bike lane areas shall be thermoplastic as defined herein.
- g) Thermoplastic Materials for Crosswalks: Crosswalk markings of the "Ladder" and "Continental" style crosswalks shall be of high friction skid resistant thermoplastic.
- h) Traffic Paint Material and Application: Paint for blue, black, yellow and white shall be waterborne-based only and shall conform to State Specifications PTWB-01R2. Solvent-based or Acetone-based paints shall not be used and thinning will not be allowed. Glass beads shall conform to the State Specification No. 8010-004 (Type 2) for nighttime retro reflectance glass beads.
- i) Curb Painting: Curb paint shall be of a latex base consisting of color in accordance with City Standards.
- j) Raised Pavement Markers: Raised pavement markers of various types shall conform to Section 81-3, "Pavement Markers", of the State Standard Specifications, these Technical Provisions, and as shown on the Contract Drawings. Retroreflective pavement markers shall be marked as abrasion resistant on the body of the markers. Fire hydrant pavement markers shall be Type BB: two-way blue reflective (high intensity) raised pavement markers.
- k) Removal of Existing Stripes and Markings:
 - i. Prior to the removal of existing lane striping and markings, Contractor shall measure and make note of lane widths.

- ii. Wherever existing stripes or pavement markers interfere or conflict with new striping or are indicated to be removed, Contractor shall remove all conflicting markings by abrasive grinding or sandblasting or other approved methods. All existing thermoplastic stripes or markings and all raised pavement markers in areas designated to receive asphalt overlay shall be removed by abrasive grinding or sandblasting or other methods acceptable to the Engineer. Payment for removal of existing markings and preparing a Lead Compliance Plan shall be considered included in other items of work and no separate payment shall be made therefore.
- iii. Waste from removal of yellow thermoplastic and yellow painted traffic stripe may contain lead chromate in average concentrations greater than or equal to 350 ppm and less than 1000 ppm Total Lead. Yellow thermoplastic and yellow paint traffic stripe exist along the length of the project. Residue produced when yellow thermoplastic and yellow paint are removed may contain heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and may produce toxic fumes when heated.
- iv. The removed yellow thermoplastic and yellow paint shall be disposed of at a Class 1 disposal facility or a Class 2 disposal facility permitted by the Regional Water Quality Control Board in conformance with the requirements of the disposal facility operator within 5 days after accumulating 220 pounds of residue and dust. The Contractor shall make necessary arrangements with the operator of the disposal facility to test the yellow thermoplastic and yellow paint residue as required by the facility and these special provisions. Testing shall include, at a minimum, (1) Total Lead and Chromium by EPA Method 7000 series and (2) Soluble Lead and Chromium by California Waste Extraction Test. From the first 887 gallons of waste or portion thereof, if less than 887 gallons of waste are produced a minimum of four randomly selected samples shall be taken and analyzed. From each additional 222 gallons of waste or portion thereof, if less than 222 gallons are produced a minimum of one additional random sample shall be taken and analyzed. The Contractor shall submit the name and location of the disposal facility and analytical laboratory along with the testing requirements to the Engineer not less than 2 days prior to the start of removal of yellow thermoplastic and yellow painted traffic stripe. The analytical laboratory shall be certified by the Department of Health Services Environmental Laboratory Accreditation Program. Test results shall be provided to the Engineer for review prior to signing a waste profile as requested by the disposal facility, prior to issuing an EPA identification number and prior to allowing removal of the waste from the site.

- v. The Contractor shall prepare a project specific Lead Compliance Plan to prevent or minimize worker exposure to lead while handling removed yellow thermoplastic and yellow paint residue. Attention is directed to Title 8, California Code of Regulations, Section 1532.1, "Lead," for specific Cal OSHA requirements when working with lead.
- vi. The Lead Compliance Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 1532.1(e)(2)(B). Before submission to the Engineer, the Lead Compliance Plan shall be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan shall be submitted to the Engineer at least 10 days prior to beginning removal of yellow thermoplastic and yellow paint.
- vii. Prior to removing yellow thermoplastic and yellow painted traffic stripe and pavement marking, personnel who have no prior training, including State personnel, shall complete a safety training program provided by the Contractor that meets the requirements of Title 8, California Code of Regulations, Section 1532.1, "Lead," and the Contractor's Lead Compliance Program.
- viii. Personal protective equipment, training, and washing facilities required by the Contractor's Lead Compliance Plan shall be supplied to the Engineer by the Contractor. The number of City personnel will be 2.
- ix. Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic and yellow painted traffic stripe, the removed residue, including dust, shall be contained and collected immediately. Sweeping equipment shall not be used. Collection shall be by a high efficiency particulate air filter (HEPA) equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer. The Contractor shall submit a written work plan for the removal, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking to the Engineer for approval not less than 7 days prior to the start of the removal operations. Removal operations shall not be started until the Engineer has approved the work plan.

- x. The removed yellow thermoplastic and yellow painted traffic stripe residue shall be stored and labeled in covered containers. Labels shall conform to the provisions of Title 22, California Code of Regulations, Sections 66262.31 and 66262.32. Labels shall be marked with date when the waste is generated, the words "Hazardous Waste", composition and physical state of the waste (for example, asphalt grindings with thermoplastic or paint), the word "Toxic", the name and address of the Engineer, the Engineer's telephone number, contract number, and Contractor or subcontractor. The containers shall be a type approved by the United States Department of Transportation for the transportation and temporary storage of the removed residue. The containers shall be handled so that no spillage will occur. The containers shall be stored in a secured enclosure at a location within the project limits until disposal, as approved by the Engineer.
- xi. If the yellow thermoplastic and yellow painted traffic stripe residue is transported to a Class 1 disposal facility, a manifest shall be used, and the transporter shall be registered with the California Department of Toxic Substance Control. The Engineer will obtain the United States Environmental Protection Agency Identification Number and sign all manifests as the generator within 2 working days of receiving sample test results and approving the test methods.
- xii. The Contractor shall assume that the yellow paint removed is not regulated under the Federal Resource Conservation and Recovery Act (RCRA). Additional disposal costs for removal residue regulated under RCRA, as determined by test results required by the disposal facility, will be paid for as extra work as provided in Section 4 1.05, "Changes and Extra Work," of the Standard Specifications.
- xiii. Nothing in these special provisions shall relieve the Contractor of the Contractor's responsibilities as specified in Section 7 1.04, "Public Safety," of the Standard Specifications.

I) Temporary Pavement Markers:

- i. If permanent pavement markers cannot be installed immediately after resurfacing, short-term temporary retro reflective pavement markers shall be installed prior to opening the street to traffic. Temporary markers shall be monitored, maintained and replaced by the contractor as necessary until such time that permanent striping can be applied.
- ii. Temporary pavement markers shall be placed not more than 12-feet apart on curves nor more than 24-feet apart on straight segments, in the quantity and appropriate colors to delineate centerlines (two yellow markers spaced 3 inches apart) and travel lanes (single white marker). Edge lines, median lines and bike lanes need not be marked.

m) Layout and Cat-Tracking:

- i. No permanent striping or application of pavement markers shall occur until after the Contractor has field marked and established a satisfactory alignment and layout for the proposed striping (cat-tracking) and this alignment has been approved by the Engineer. Cat-tracking shall be completed no more than three (3) days after each roadway section's paving operation.
- ii. Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope.
- iii. The City shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until approval is granted by the Engineer. The Contractor shall allow a minimum of three working days for review of the layout by the City. Contractor shall notify City inspector when layout and cat-tracking are ready for review. Receipt of notification shall signify the start of City review period.

1.4 MEASUREMENT AND PAYMENT:

- a) The contract price paid per **Linear Foot** for "**Traffic Line (by Detail Number or Type)**", "**Diagonal Buffer**" and "**Red Curb Paint (Two Coats)**" or **Square Foot** for "**Pavement Marking (by Detail Number or Type)**", shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and placement of traffic lines and pavement markers, complete in place, and shall include establishing alignment and layout work as shown on the Contract Drawings, as specified in the State Standard Specifications and Plans, these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore. Traffic Line quantity shall be measured in the field by the linear foot along the centerline of the traffic stripes, without deductions for gaps. Traffic line with multiple lines will count by lineal foot along the centerline for payment, not the total length of the individual component lines.

- b) The contract price paid per **Lump Sum** for “**Bid Alt Traffic Lines and Pavement Markings (by Detail Number or Type)**”, shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and placement of traffic lines and pavement markers, complete in place, and shall include establishing alignment and layout work as shown on the Contract Drawings, as specified in the State Standard Specifications and Plans, these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore. Traffic Line quantity shall be measured in the field by the linear foot along the centerline of the traffic stripes, without deductions for gaps.
- c) The contract price paid per **Square Foot** for “**Pavement Marking (Green)**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and placement of thermoplastic pavement marking, complete in place, removal of existing marking and striping, establishing alignment for markings and layout work as shown on the Contract Drawings, as specified in the Standard Specifications and Plans, these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.
- d) The contract price paid per **Square Foot** for “**Pavement Marking (Type of Marking)**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and placement of thermoplastic pavement marking, complete in place, removal of existing marking and striping, establishing alignment for markings and layout work as shown on the Contract Drawings, as specified in the Standard Specifications and Plans, these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

- e) The contract price paid per **Each** for **“Remove and Replace Pavement Sign”** and **“Relocate/Reset Roadside Sign”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and placement of roadside sign on existing post, pavement, complete in place, as shown on the Contract Drawings, as specified in the State Standard Specifications and Plans, these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.
- f) Full compensation for work involved in removing existing traffic marking and striping including providing necessary tools, materials, equipment, coordination and Lead Compliance Plan shall be considered as included in the contract prices paid for various items of work involved, and no additional compensation shall be allowed.
- g) Full compensation for work involved in replacing/refreshing any existing traffic marking and striping within 50' of the project limits that have been damaged or faded due to construction activities shall be considered as included in the contract prices paid for various items of work involved, and no additional compensation shall be allowed.

PART 2 – (NOT USED)

PART 3 – EXECUTION

- A. The Contractor shall layout all final traffic stripes and pavement markings in the field. The Engineer shall review and approve all striping and marking layouts prior to installation.
- B. Where striping joins existing striping, as shown on the Contract Drawings, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.
- C. All striping and markings shall be of thermoplastic materials, except where explicitly noted otherwise. Striping shall be refreshed fifty (50) feet beyond the limit of work.
- D. Pavement markings and striping shall be installed no later than fourteen (14) days after the final resurfacing. Two coats of paint shall be installed at red curb locations and a red refresh coat to be placed 28 days after paving.
- E. The Contractor is responsible to establish and provide information as necessary to reestablish the location of the existing roadway striping that is to be replaced after paving operations. The proposed type and frequency of information to be provided shall be submitted to the Engineer for approval at least 5 days prior to start of paving operations.
- F. The Contractor shall layout all final fire hydrant pavement markers in the field. The Engineer or Fire Marshal shall review and approve all layouts prior to installation.
- G. Drips, overspray, improper markings, and paint and thermoplastic material tracked by traffic shall be immediately be removed approved by the Engineer at the Contractor's expense.
- H. Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or any other causes until the thermoplastic material is thoroughly set or the paint is thoroughly dry.

END OF SECTION

E-15 PORTABLE CHANGEABLE MESSAGE SIGN

PART 1 – GENERAL

1.1 GENERAL:

- a) This work consists of providing, installing, and maintaining portable changeable message signs to be placed at locations as described in this Technical provisions.

1.2 SUBMITTAL:

- a) The Contractor shall submit proposed locations for the portable changeable message signs to the Engineer for approval two weeks prior to start of work. Refer to the Submittal requirements in General Conditions.

1.3 DEVICE REQUIREMENT

- a) The portable changeable message signs shall be a trailer mounted mid-size three-line message board with 8 characters per line and the capability of displaying up to three messages. The message sign shall specify the following: (1) Road Construction Ahead on (*location*), (2) Expect Delays, and (3) Dates of Construction. Contractor shall have the ability, at all times, to change the displayed message and location of signs upon direction from the Engineer.
- b) Portable Changeable Message Signs:
 - i. Portable changeable message signs shall be furnished, placed, operated, and maintained at locations shown on the plans or where designated by the Engineer and shall conform to the provisions in Section 12-3.32, "Portable Changeable Message Signs," of the Standard Specifications and these Special Provisions.
 - ii. Messages displayed on the portable changeable message signs shall be as specified on the plans, unless otherwise specified by the Engineer, and shall conform to Section 12-3.32 "Portable Changeable Message Signs," of the Standard Specifications and "Traffic Control" of these specifications. Upon request submit a Certificate of Compliance for each portable changeable message sign under Section 20-3.01A(3)(c), "Certificates of Compliance," of the Standard Specifications.

- iii. The Contractor shall provide portable changeable message signs in accordance with these Specifications and as directed by the Engineer. These signs shall be placed a minimum of 14 calendar days prior to start of work. These signs will be required in addition to the signs required by the latest version of the CAMUTCD.
- iv. A portable changeable message sign shall be placed during speed zone reductions. When used in conjunction with a lane closure, use one portable changeable message sign, with both the speed zone reduction and the lane closure messages. Place portable changeable message sign as far from the traveled way as practicable where it is legible to traffic and does not encroach on the traveled way. Where possible, place portable changeable message sign behind guardrail or temporary railing (Type K).
- v. The Contractor must be available by cell phone for operations that require portable changeable message signs. Submit to the Engineer two cell phone numbers, for 24-hr contact. When the Engineer contacts you, immediately comply with the Engineer's request to modify the displayed message.

1.4 MEASUREMENT AND PAYMENT

- i. The contract price paid for **Each** for “**Portable Changeable Message Signs**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in specification section 12-3.32 “Portable Changeable Message Signs” of Caltrans Standard Specifications, including moving, relocating, replacing, and removing when no longer required, as specified in the Standard Specifications, the Special Provisions and these Technical Specifications, and as directed by the City Engineer. Moving, relocating and replacing a portable Changeable message sign is not counted once installed.

PART 2 – (NOT USED)

PART 3 – EXECUTION

- A. The signs shall be fully operable and maintained by the Contractor until completion of the project. The location of the portable changeable message sign shall not impede bike or vehicle traffic lanes or pedestrian path of travel.
- B. The provisions in this section will not relieve the Contractor of responsibility for providing additional devices or taking measures as may be necessary to provide public safety. Portable changeable message signs shall be available for placement and redeployment at various job locations for the full duration of the construction.
- C. Portable changeable message signs shall be furnished, placed and operated one week prior to start of construction activities and shall be maintained and remain for the duration of the work.
- D. Portable changeable message signs shall not be placed in a way that obstructs pedestrian, bicyclist, or vehicular access. Portable changeable message signs shall be placed a minimum of two weeks prior to the work.

END OF SECTION

E-16 PROJECT APPEARANCE, TREES, AND SWEEPING

PART 1 - GENERAL

1.1 WORK INCLUDED

a) Project Appearance:

- a. The Contractor shall maintain a neat, graffiti, and litter free job site with a professional appearance at all times. Debris developed during construction shall be disposed of concurrently with its generation daily.
- b. The stockpiling of debris during construction shall not be allowed unless otherwise approved by the Engineer.
- c. The stockpiling of materials and equipment within the street, public right-of-way, or private property shall not be permitted unless authorized by the Engineer.

b) Care shall be taken to avoid tracking debris, mud, oil, soil, asphalt concrete, or binder material onto existing surfaces. The Contractor shall be responsible to promptly remove any tracked material to the satisfaction of the Engineer.

- a. Clearing shall consist of the removal of ground cover including grass, shrubs, weeds, and vegetation that will otherwise impede construction operations, as approved by Engineer.
- b. At sites where the excavation has taken place near trees to remain, and many living roots remain exposed to the air, cover the exposed roots within 2 hours with sand, soil, moist burlap or other means acceptable to the Engineer.
- c. Spoils from the work site resulting from clearing, grubbing and stripping operations shall be removed from the entire limits of worksite and properly disposed of in accordance with applicable laws and regulations.

c) Existing Trees:

- a. The project may include work adjacent to existing mature trees where the canopy of the trees extends over or interferes with the work. It shall be the responsibility of the Contractor to conduct construction operations around said tree canopies such that the work is accomplished without damaging or injuring trees or tree limbs in any way.
 - b. The Contractor may be permitted to trim said trees in order to facilitate construction operations after approval by the Engineer, however, the Contractor shall possess a C-27 license, a C-61 license, and the trimming shall be performed by a Certified Arborist. All trimming of trees shall be performed in accordance with "Pruning Standards," published by the Western Chapter of the International Society of Arboriculture.
 - c. Tree roots greater than 3" in diameter and less than 12" below ground level shall not be cut without approval of the Engineer.
 - d. Cut roots cleanly, as far from the trunk of the tree as possible, and not underneath the newly constructed sidewalk. Prune roots to a depth of 18".
 - e. Perform root pruning using a Vermeer Root Cutting Machine or equal. Alternate equipment or techniques must be approved by the Engineer. Root pruning shall be completed prior to base or subgrade preparation.
 - f. Complete root pruning prior to base or subgrade preparation, or to any excavation adjacent to the tree.
 - g. Excavation in an area where roots are present shall not cause the tearing or ripping of tree roots. Roots must first be cleanly severed prior to continuing with the excavation, or tunneled around to prevent damage to the root.
 - h. Tree roots shall not remain exposed to drying out. Root ends shall be covered with soil or burlap and kept moist until the final backfill or grade is established.
- d) The following guidelines shall be followed whenever tree roots with a diameter of two inches or greater are encountered during the Contractor's trenching or grading activities:
- a. Trenches shall be hand dug within a tree canopy zone to avoid damage to the tree roots.
 - b. Upon uncovering, immediately cover the root with a board or burlap and keep it moist.
 - c. Backfill the exposed root area with soil as soon as the work has been completed.

- d. If the tree becomes damaged, cut the damaged root clean with a saw and immediately wrap the root end with plastic secured with tape.
- e) Contractor shall protect migratory and nesting birds in accordance with Section 14, "Environmental Stewardship" of the State Standard Specifications.
- f) Tree Protection:
 - a. The Contractor may be required to install Tree Protection Zone (TPZ) fencing around existing trees within or adjacent to the project Work that are to remain or be preserved as directed by the Engineer. The fencing shall be five feet tall and mounted on two inch diameter posts driven two feet into the ground every ten feet.
 - b. The TPZ fencing shall be installed at the drip line (canopy) of the tree or at a distance from the trunk equivalent to one foot for every one-inch of trunk diameter, whichever is larger. The TPZ fence shall be maintained in place until the end of construction activities.
 - c. Except to perform the specified Work as required as part of the project, all other activities including parking, materials storage, etc. shall be performed outside of the TPZ fencing unless directed otherwise by the Engineer. The ground surface within the TPZ shall not be disturbed except to perform the specified Work.
 - d. Construction materials, debris, washout water, and stockpiles shall not be stored within the drip line or protective fencing area under any tree.
 - e. Vehicles shall not be parked under any tree within the drip line or protective fencing area.
 - f. Installation of orange protective fencing with stakes around trees that are within 10' of the work limits, and with trunk calipers greater than 6 inches.

- g. Where vehicles or equipment must operate or travel under drip line or unpaved landscape areas, Contractor shall place a minimum 10-inch layer of woodchips or other cushioning surface material approved by the Engineer before starting work there. This mulch layer shall be replenished as necessary to maintain a ten-inch depth until operations in this area are complete and shall be removed upon completion of work unless directed by Engineer. Where crane outriggers or other heavy equipment must be positioned in drip line or unpaved landscape areas, contractor shall provide additional protection against soil compaction and landscape damage. Means of providing additional protection may include placement of additional mulch, base rock, heavy timbers, or steel plates. Contractor shall obtain Engineers approval for protective measures prior to placing or operating heavy equipment in unpaved landscape over the root areas of trees to remain.
- h. Where called for on the plans, place storm fence or other approved protective barriers around trees to be saved.
- i. Contractor will conduct a site meeting with the City Arborist prior to removal of any trees. Contractor to assist the City Arborist in tagging the tree, and documenting the Arborist permission to remove tree, prior to any tree removal

g) Sweeping:

- a. City streets within the project site, including those of the Contractor's truck haul route shall be swept daily and immediately following all cold planing, grinding, sandblasting, excavating and trucking operations.
- b. The Contractor shall sweep the street with a power pick-up broom immediately prior to, and after the paving operations. The Contractor shall keep a power pick-up broom on the job at all times and it shall be used to keep the streets free of loose or tracked material from the Contractor's operation.
- c. Power sweepers that don't pick-up the material shall not be used.

1.2 REFERENCES

- a) Cal/OSHA – California Division of Occupation Safety and Health
- b) Underground Services Alert (USA)

1.3 MEASUREMENT AND PAYMENT:

- a) Full compensation for **"Project Appearance, Trees and Sweeping"** shall be considered as included in the contract unit prices paid for the various items of work performed and no additional compensation will be allowed.

PART 2 - (NOT USED)

PART 3 - (NOT USED)

END OF SECTION

E-17 PRESERVATION OF PROPERTY

PART 1 – GENERAL

1.1 Work of this section includes preserving and protecting

- a) Highway improvements and facilities
- b) Adjacent property
- c) Waterways
- d) ESAs
- e) Lands administered by other agencies
- f) Railroads and railroad equipment
- g) Nonhighway facilities, including utilities
- h) Survey monuments
- i) Department's instrumentation
- j) Temporary work
- k) Roadside vegetation not to be removed
- l) Comply with Govt Code § 4216 et seq. Notify the Engineer at least 3 business days before you contact the regional notification center. Failure to contact the notification center prohibits excavation.
- m) Immediately report damage to the Engineer.
- n) If you cause damage, you are responsible.
- o) The Department may make a temporary repair to restore service to a damaged facility.
- p) Install suitable safeguards to preserve and protect facilities from damage.
- q) Install temporary facilities, such as sheet piling, cribbing, bulkheads, shores, or other supports, necessary to support existing facilities or to support material carrying the facilities.

1.2 OBJECTIVES

- a) Contractor shall protect, shore, brace, support, and maintain all landscaped areas (sod, groundcover, shrubs, trees, etc.), underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures that are not to be demolished, and all landscaped areas in yards, parkways, and medians that are damaged by the Contractor's construction operations, whether within or outside the project limits, shall be restored to their original condition by the Contractor, at their own expense, to the satisfaction of the Engineer and the Private Property Owner. All replacements shall be made with new materials. Special care shall be taken to protect private property adjacent to sidewalk and curb ramp work.
- b) Contractor shall be responsible for all damage to landscaped areas, streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Contractor or Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the City, or the agency or authority having jurisdiction over the damaged property, concerning its repair, replacement or payment of costs incurred in connection with the damage.
- c) Preserve and protect existing trees and plants at the site which are designated to remain and those adjacent to the site. Contractor's attention is directed to the Contract Documents for additional requirements and restrictions as it pertains to the protection of existing trees and plants.
- d) Damage to slopes, plants, irrigation systems and other facilities that occur as a result of irrigation line break or other defects in an irrigation system installed by or broken by the Contractor, shall be repaired or reconstructed by the Contractor to the satisfaction of the Engineer and at no additional cost to the City.
- e) Damage caused by or as a result of improper programming or operation of the irrigation system during the plant establishment period shall be repaired or reconstructed by the Contractor to the satisfaction of the Engineer and at no additional cost to the City.

- f) Surface Restorations: The Contractor shall restore any irrigation, landscaping and special surface treatments damaged or encountered during the Work to an equivalent or better condition that existed prior to start of construction. Items that may be encountered, but not limited to, decorative pavement, red curbs, address painted on curbs, PG&E button indicators of Gas line on curbs, and etc. Utility marking shall be installed as follows: (1) the letter "S" shall be stamped on the face of curb where the sanitary sewer laterals intersect the curb, and (2) the letter "W" shall be stamped on the face of curb where the water services intersect the curb

1.3 REFERENCES

- a) Standard Plans and Specifications, California Department of Transportation, latest edition.

1.4 MEASUREMENT AND PAYMENT:

- a) Full compensation for **"Preservation of Property"** shall be considered as included in the contract unit prices paid for the various items of work performed and no additional compensation will be allowed.
 - i. Pre-Construction (Existing) Condition Site Video meeting the requirements specified below and in accordance with General Requirements section 01 00 00, "Site Conditions Surveys".
 - ii. Prior to starting work, the Contractor shall provide a videotape (DVD format) of the job site for the purpose of providing a record of existing conditions. The video record shall provide a view encompassing the entire project site, including plus 20 feet beyond the Contractors limit of work. The record shall include clear details of all existing above ground improvements, including but not limited to, pavement, landscaping and irrigation, sidewalk, driveways, curb and gutter.
 - iii. The video record shall include audio commentary describing what is being viewed, all provide detail of significant existing damage and disrepair, cracks, settlements, deficiencies, or any other pre-existing condition.
 - iv. The Contractor shall perform the actual recording at a time when the street is not filled with parked vehicles. Any significant pre-construction (existing) conditions shall also be photographed to a 4x6 size, matte finish and shall be accompanied by a brief narrative of date, location, and conditions.

PART 2 - (NOT USED)

PART 3 - (NOT USED)

END OF SECTION

E-18 CONTROL OF WATER

PART 1 – GENERAL

1.1 OBJECTIVES

- a) The Contractor is responsible for implementing measures as required to allow for work to proceed during wet weather, should wet weather occur, and when ground water is present. The Contractor is advised that the groundwater surface in the City of Milpitas is high and may be just below the pavement surface. Contractor shall provide all necessary labor and materials required to protect the work from wet weather and to allow work to proceed without delay.
- b) The Contractor shall remove all water that accumulates in all excavations during the progress of work so that all work may proceed. Excavated areas shall be kept free from water while underground utilities or structures are constructed, while concrete is setting, and until backfill has been placed to a sufficient height to anchor the work against possible flotation or leakage.
- c) The Contractor's dewatering system shall be designed to prevent pumping fines from below grade or disturbing materials exposed at the excavation bottom. Attention is directed to other related sections in these specifications.
- d) Disposal of water through dewatering operations shall conform to the requirements of these Contract Documents and State and Federal Law. Water from dewatering operations shall not be directed into existing sanitary sewers unless the Contractor obtains a City of San Jose Short Term Wastewater Discharge Permit. Discharge to storm drains, creeks and channels will not be allowed. The Contractor shall submit written procedures in accordance with Article 15, Submittals, for the disposal of water extracted under such conditions to the City for approval 15 days prior to work. The Contractor shall be held responsible for any fines and penalties assessed due to the disposal of extracted water deemed in violation of said approved procedures.

1.2 SUBMITTALS

- a) Dewatering Plan and Discharge to Sanitary Sewer:
 - i. Dewatering Plan: Where required by these Contract Documents, the Contractor shall provide a detailed Dewatering Plan designed by a licensed Civil Engineer.

- ii. The Contractor shall, at all times, have sufficient pumping equipment available for immediate use including standby pumps for use in case other pumps become inoperable. Water shall be disposed of so as to be compliant with the law, and so it does not cause injury to public or private property or be a menace to the public health.
 - iii. The Contractor's dewatering system shall be designed to prevent pumping fines from below grade or disturbing materials exposed at the excavation bottom. Attention is directed to other related sections in these specifications.
 - iv. Disposal of water through dewatering operations shall conform to the requirements of these Contract Documents and Local, State and Federal Law.
- b) Discharge to Sanitary Sewer:
- i. The Contractor shall obtain approval from the Engineer prior to any discharge to the City's sewer system. In addition, the Contractor shall obtain a "Short-Term" Wastewater Discharge Permit from the City of San Jose Environmental Services Department, including payment of any required permit fees.
 - ii. The Contractor shall monitor its discharge flow rate to ensure surcharging of the downstream sewer system does not occur, and provide all flow measurement, testing, or other requirements of the Wastewater
 - iii. Discharge Permit, and shall be responsible for all costs as required to discharge to the sewer system.
 - iv. The Contractor shall be responsible for any fines, or related costs and repairs for damage or clean-up resulting from its discharge operation.

1.3 MEASUREMENT AND PAYMENT

- a) Full compensation for "**Control of Water**" shall be considered as included in the contract unit prices paid for the various items of work performed and no additional compensation will be allowed.

PART 2 - (NOT USED)

PART 3 - (NOT USED)

END OF SECTION

E-19 COOPERATION

PART 1 – GENERAL

1.1 OBJECTIVES

- a) The Contractor shall coordinate with and accommodate any other contractors who may be working in the area when preparing work schedules, and when executing items of work including traffic control.
- b) The Contractor shall coordinate with utility companies for relocation of any existing utilities or cover adjustments. The Contractor shall give the required advance notice of work to the utility company.
- c) The Contractor's work shall be so conducted to allow utility companies to maintain services and relocate their facilities with the minimum of interruption to the public. Proper coordination with utility company staff is critical to ensure that their facility is relocated prior to installation of new improvements by the Contractor.

1.2 REFERENCES

- a) Standard Plans and Specifications, California Department of Transportation, latest edition.

1.3 MEASUREMENT AND PAYMENT:

- a) Full compensation for **"Cooperation"** shall be considered as included in the contract unit prices paid for the various items of work performed and no additional compensation will be allowed.

PART 2 - (NOT USED)

PART 3 - (NOT USED)

END OF SECTION

E-20 OBSTRUCTIONS

PART 1 – GENERAL

1.1 OBJECTIVES

- a) Attention is directed to Section 15, "Existing Facilities," of the State Standard Specifications.
 - i. The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety, and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to, storm drainage pipes, sanitary sewers, irrigation lines, telephone ducts, water line, traffic signal conduit, gas lines, and underground electrical cables. Some of the facilities might be relocated by the various utility companies. The locations of the facilities as shown on the plans are approximate. It is the Contractor's responsibility to verify the exact locations and depths with the respective utility company.
- b) Underground Services Alert (USA) 811:
 - i. Prior to any underground excavation, the Contractor shall contact Underground Services Alert (USA) 811 a minimum of 48 hours prior to the beginning of each excavation.
 - ii. The Contractor shall notify USA at 1-800-227-2600 to locate and mark existing subsurface utilities within the Contractor's project site. The Contractor shall also be responsible for contacting private utility companies for the review of their as-built records for their underground utilities.
 - iii. The Contractor shall have the responsibility to contact directly all agencies that do not participate in USA program to arrange for the location and mark-out of their utilities. The California Department of Transportation (Caltrans) is an example of such an agency that does not participate in the USA program.
- c) Unmarked Utilities:
 - i. As required by law, should the Contractor find utilities during excavation that were unmarked by the USA locate process, that Contractor shall immediately notify Underground Services Alert (USA) 811 of the find and request they respond.

- d) The following utilities have facilities within the limits of work:
- i. PG&E Gas/Electrical
 - ii. City of Milpitas Water, Recycled Water, Storm Drain, and Sanitary Sewer lines; Street light, Traffic Signal, and Fiber Optics
 - iii. City of San Jose Water, Recycled Water, Storm Drain, and Sanitary Sewer lines; Street light, Traffic Signal, and Fiber Optics
 - iv. AT&T Telephone/Fiber Optics
 - v. Comcast Cable TV/ Fiber Optics
 - vi. TPX Communications
 - vii. VTA Rail/Gas
- e) Protection and repair of damage of laterals and appurtenances shall be the responsibility of the Contractor.
- f) In the event that water services, fire hydrants, storm drain pipes, city fiber optics, or other appurtenances are broken or damaged, the Contractor shall immediately notify the Engineer. The Contractor shall be required to repair, at their own expense, such damage in a manner satisfactory to the Engineer, or City forces may repair such damage at the Contractor's expense.
- g) In the event damage is done to any gas, electric, cable TV, fiber optics, or telephone facility by the Contractor, the Contractor shall immediately notify the respective utility company. The utility company at the Contractor's expense shall make repairs.

1.2 MEASUREMENT AND PAYMENT:

- a) Full compensation for "**Obstructions**" shall be considered as included in the contract unit prices paid for the various items of work performed and no additional compensation will be allowed.

PART 2 - (NOT USED)

PART 3 - (NOT USED)

END OF SECTION

E-21 CRACK SEAL

PART 1 – GENERAL

1.01 WORK INCLUDED

- a) Work covered by this section includes the cleaning out and sealing of cracks within all areas of the project scope. Cracks ¼-inch to 1-inch in width shall be sealed with asphalt rubber crack seal material. Cracks or “pop-outs” of existing asphalt that are greater than 1-inch in width shall be sealed with Type A, 3/8-inch maximum asphalt concrete cement.

1.02 REFERENCES

- a) American Society of Testing Materials (ASTM)
 - i. Section D6690, Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

1.03 SUBMITTALS

- a) Contractor shall submit certificates from suppliers stating compliance of materials with the requirements of this section.

1.04 MEASUREMENT AND PAYMENT

- a) Full compensation for "**Crack Seal**" shall be considered as part of the contract prices for various items of work and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved cleaning the existing cracks, high-pressure air nozzle and/or mechanical cleaning process, applying crack sealant, complete in place, including the removal and disposal of the resulting material, as shown on the plans, as specified in the Standard Specification and these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

PART 2 - MATERIAL AND EQUIPMENT

2.01 HOT APPLIED SEALANT (For cracks less than 1")

- a) Type 1 Sealant in accordance with ASTM D6690.

2.02 ASPHALT CONCRETE MIX (For cracks larger than 1" and not in dig-out area)

- a) The asphalt to be used shall have a maximum penetration of 150 when tested in accordance with procedure outlined by the American Association of State Highway Officials.
- b) Mineral aggregate material for asphalt concrete for sealing cracks larger than 1-inch shall be Type A, 3/8-inch maximum, medium graded aggregate, conforming to Section 39-2, "Hot Mix Asphalt" of the 2018 State Standard Specifications.

PART 3 - EXECUTION

3.01 GENERAL

- a) Prior to crack seal operations the Contractor shall clean the cracks of all organic material within the limits to be crack sealed using Mechanical methods only, no Roundup or other chemical is allowed.
- b) Cracks to be filled shall be completely dry at the time of filling, and in no case shall crack sealing be performed within 24 hours of any precipitation. Sealant shall be applied when the pavement surface temperature exceeds 50 Degrees F. Application at lower temperatures may result in reduced adhesion due to possible presence of excess moisture.
- c) Cracks 1/4" to 1" wide shall be blown clean of all organic materials with a high pressure air nozzle and/or a mechanical cleaning process to a depth of 1/2" minimum.
- d) The asphalt-rubber shall be heated to a minimum temperature of 300 Degrees F but not greater than 350 Degrees F. The material shall be held in the mixing tank at application temperature until very little separation of the rubber and asphalt occurs when a bead of sealant material is placed on the pavement. Sealant material may be added to the mix as long as the minimum temperature of 300 Degrees F is maintained.
- e) Asphalt-vulcanized rubber crack sealant material shall be applied to all cracks 1/4-inch or greater so as to be flush with the adjacent pavement surface. Cracks shall be sealed from the bottom up. Excess sealant shall be leveled to less than a 1/8-inch thickness with a squeegee or sealing shoe to produce a band which is 2 to 4 inches wide, centered over the crack.

- f) Contractor shall not overfill cracks, as excess filler will cause bumps in the overlay and may migrate through the paving surface course during compaction.
- g) Traffic shall not be allowed on the material until it has cured or until it has been sanded to prevent tracking.
- h) All crack sealing shall be completed at least one-working day prior to slurry sealing. Reinforcing fabric shall not be placed for at least 24 hours after crack sealing.
- a) Cracks larger than 1" shall be blown clean of all organic materials with a high-pressure air nozzle and/or a mechanical cleaning process to a depth of 1/2" minimum.
- b) Cracks shall be filled with Type A, 3/8-inch maximum, medium graded aggregate asphalt concrete mix.

END OF SECTION

E-22 CONSTRUCTION LAYOUT

PART 1 - GENERAL

1.1 SUMMARY

- a) Section includes but not limited to Construction Staking
- b) All surveying work shall be performed under the responsible charge of a land surveyor licensed in the State of California.

1.2 REFERENCES

- a) Cal/OSHA – California Division of Occupation Safety and Health
- b) Underground Services Alert (USA)

1.3 MEASUREMENT AND PAYMENT

- a) Full compensation for “**Construction Layout**” shall be considered as included in the contract unit prices paid for the various items of work performed and shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in construction staking, specified herein, and no additional compensation shall be made therefor.

1.4 CONSTRUCTION SURVEY QUALITY CONTROL

- a) All parties agree that the construction surveying process described herein is a critical aspect of the project quality control and included in the project bid. If any part of this Specification Section is bypassed or omitted from the construction process the design engineer cannot be responsible for the installed concrete and utility grades and/or locations.

PART 2 - (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- a) All work shall be done in accordance with Chapter 12, "Construction Surveys," of the Caltrans Department's Surveys Manual, these Special Provisions, the Contract Plans, and as directed by the Engineer.
- b) Contractor shall provide all the project construction surveying and all costs related to establishing construction staking, providing quality control surveying, performing an as-built survey and submitting AutoCAD files of the as-built information. All construction surveying shall be performed under the direction of a Professional Land Surveyor licensed in the State of California. The Contractor shall be responsible for all land surveying and shall be responsible for replacing control points or survey monuments lost or damaged during the course of construction.

3.02 CONSTRUCTION STAKING

- a) Construction staking shall be defined as: "Markings set in the field by a CA Licensed Land Surveyor, prior to construction, with horizontal coordinates and vertical dimensions to the items identified below. All field markings shall be completed under the direction of Land Surveyor licensed by the State of California." The Contractor shall be responsible for replacing established survey points lost or damaged during the course of construction.
- b) Listed below are the some of the items to be surveyed/staked.
 - i. Pavement Digouts as needed
 - ii. Curb/Curb & Gutter - Top of curb, flow line and lip of gutter at begin of curve, end of curve, every 25' and at all changes in direction.
 - iii. Curb ramps (beginning, end, mid-point, back corners)
 - iv. Other staking requirements as described in the Special Provisions.

END OF SECTION

E-23 ELECTRICAL

PART 1 – GENERAL

1.1 WORK INCLUDED

- a) Traffic signal modification work covered by this section includes furnishing and installing signal poles, backup battery systems, count-down pedestrian signal heads, conduit, cables, accessible pedestrian signals (APS), controller units, video detection systems (VDS), and emergency vehicle detectors.
- b) Roadside sign lighting work covered by this section includes furnishing and installing of roadside signs with LED lights around, sign poles, solar engine, cables, foundations and accessible pedestrian signals (APS).
- c) Radar speed feedback sign work covered by this section includes furnishing and installing of signs, solar engine, and cables.

1.2 REFERENCES

- a) The latest Caltrans Standard Specifications (CSS) and Caltrans Standards Plans (CSP)
- b) Section 86 and 87, Standard Specification for Electrical Work
- c) Caltrans Standard Plans for Electrical Systems as shown on contract plans

1.3 SUBMITTALS

- a) Contractor shall submit certificates from suppliers stating compliance of materials with the requirements of this section.

1.4 MEASUREMENT AND PAYMENT

- b) Full compensation for **“Traffic Signal Modification”** shall be considered as included in the **lump sum** cost paid per each intersection listed in the bid schedule for the various items of work performed and shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installation of all foundations, traffic signal poles, backup battery systems, count-down pedestrian signal heads, conduit, cables, accessible pedestrian signals (APS), controller units, video detection systems (VDS), and emergency vehicle detectors specified herein, tested, and as necessary for a complete and functioning system to the satisfaction of the Engineer, and no additional compensation shall be made therefor.
- c) Full compensation for **“Roadside Sign Lighting System”** shall be considered as included in the **lump sum** cost paid per each location listed in the bid schedule for the various items of work performed and shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installation of all foundations, sign poles, signs, solar engines, cables, and accessible pedestrian signals (APS) specified herein, tested, and as necessary for a complete and functioning system to the satisfaction of the Engineer, and no additional compensation shall be made therefor.
- d) Full compensation for **“Radar Speed Feedback Sign Systems”** shall be considered as included in the **lump sum** cost paid per each location listed in the bid schedule for the various items of work performed and shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installation of all signs, solar engines, and cables specified herein, tested, and as necessary for a complete and functioning system to the satisfaction of the Engineer, and no additional compensation shall be made therefor.

PART 2 - MATERIAL AND EQUIPMENT

2.1 TYPE 2 POST POLE ASSEMBLY (Type 2 Post)

- a) Type 2 Post shall comply with Section 86-1.02J and Caltrans Standard Plan ES-7A.

2.2 CONDUIT (1-1/2")

- a) Conduit shall be Type 3 as detailed in Caltrans Standard Specification Section 86-1.02B (Conduit and Accessories). Shall comply with Caltrans Standard Specifications 86-1.02B and 87-1.0 3B.

2.3 VIDEO DETECTION SYSTEM (VDS)

- a) Video Detection System shall be Iteris Vantage Next Video Detection Camera or approved equal. VDS shall include all cameras, mounting, cabling and processing units and all necessary equipment necessary for a full functioning system.

2.4 AUDIBLE PEDESTRIAN SIGNAL (APS)

- a) Audible Pedestrian Signal shall be PedSafety Guardian Wave APS or approved equal. APS shall include all equipment necessary for a full functioning system.

2.5 CONDUCTORS

- a) Conductors shall comply with Caltrans Standard Specifications Section 86-1.02F (Conductors and Cables).

2.6 PULL BOX

- a) Pull boxes shall be No. 5 and comply with Caltrans Standard Specifications Section 86-1.02C(2)(b) and Caltrans Standard Plan ES-8A. The cover marking shall be "TRAFFIC SIGNAL" for signal and lighting systems.

2.7 CONTROLLER UNIT

- a) Traffic signal controller unit shall be Trafficware Commander with Cubic Trafficware Scout Version 85.5 or newer. Traffic signal controller units include software and all equipment necessary for a full functioning system.

2.8 BATTERY BACKUP SYSTEM

- a) Battery backup system shall be Alpha Cell 240XTV or approved equal. BBS shall include enclosure and all equipment necessary for a full functioning system.

2.9 PEDESTRIAN SIGNAL HEAD

- a) Pedestrian signal heads shall be countdown type and comply with Caltrans Standard Specifications Section 86-1.02S(3)(b), 86-1.02S(3)(c), 86-1.02S(3)(d), and Caltrans Standard Plan ES-4B.

2.10 EMERGENCY VEHICLE DETECTORS

- a) Emergency vehicle detectors shall be GTT Opticom Series 760 series - Optical Detector Model 721 or approved equal. Emergency vehicle detectors shall include detector units, cables, discriminator modules, and all equipment necessary for a full functioning system.

2.11 ROADSIDE SIGN LIGHTING SYSTEM

- a) Roadside sign lighting system shall be Carmanah R247-MX LED Enhanced Sign system and Telespar pole or approved equal. Roadside sign lighting system shall include solar engine, cables, APS, sign pole, signs, foundations, and all equipment necessary for a full functioning system.

2.12 RADAR SPEED FEEDBACK SIGN

- a) Radar speed feedback sign shall be Carmanah Speedcheck-MX Radar Speed sign system or approved equal. Radar speed feedback sign shall include solar engine, sign, cables, and all equipment necessary for a full functioning system.

PART 3 – EXECUTION

3.1 TYPE 2 POST POLE ASSEMBLY

- a) Contractor shall furnish and install foundations as shown on the plans or as specified in these special conditions, and as directed by the Engineer. Contractor shall install all necessary poles and accessories intended for installation on foundations which include, but not limited to anchor bolts, anchor plates, washers, studs, nuts, screws, standoffs, rivets, and fasteners. Shall comply with Caltrans Standard Specifications Section 87-1.03U (Push Button Assemblies).

3.2 CONDUIT

- a) Conduit shall comply with Caltrans Standard Specifications Section 87-1.03B, Conduit Installation.

3.3 VIDEO DETECTION SYSTEM (VDS)

- a) Contractor shall install all equipment specified in this section and necessary accessories intended for installation as shown on the plans or as specified in these special conditions, and manufacturer's specifications, and as directed by the Engineer.

3.4 AUDIBLE PEDESTRIAN SIGNAL (APS)

- a) Contractor shall install all equipment specified in this section and necessary accessories intended for installation as shown on the plans or as specified in these special conditions, Caltrans Standard Specification Section 87-1.03T, manufacturer's specifications, and as directed by the Engineer.

3.5 CONDUCTORS/CABLES

- a) Conductors and cables shall comply with Caltrans Standard Specifications Section 87-1.03F, Conductors and Cables Installation.

3.6 PULL BOX

- a) Pull box shall comply with Caltrans Standard Specifications Section 87-1.03C, Installation of Pull Boxes.

3.7 CONTROLLER UNIT

- a) Contractor shall furnish the controller unit at least 6 weeks in advance to the City of Miplitas for testing and programming. The City will notify the contractor to pick up the controller unit after testing and programing.
- b) Contractor shall install all equipment specified in this section and necessary accessories intended for installation as shown on the plans or as specified in these special conditions, and manufacturer's specifications, and as directed by the Engineer.

3.8 BATTERY BACKUP SYSTEM

- a) Contractor shall install all equipment specified in this section and necessary accessories intended for installation as shown on the plans or as specified in these special conditions, Caltrans Standard Specification Section 87-1.01D(2)(c) (Battery Backup System), manufacturer's specifications, and as directed by the Engineer.

3.9 PEDESTRIAN SIGNAL HEAD

- a) Pedestrian signal head shall comply with Caltrans Standard Specifications Section 87-1.03S, Pedestrian Signal Heads.

3.10 EMERGENCY VEHICLE DETECTOR

- a) Contractor shall install all equipment specified in this section and necessary accessories intended for installation as shown on the plans or as specified in these special conditions, manufacturer's specifications, and as directed by the Engineer.

3.11 ROADSIDE SIGN LIGHTING SYSTEM

- a) Contractor shall install all equipment specified in this section and necessary accessories intended for installation as shown on the plans or as specified in these special conditions, manufacturer's specifications, and as directed by the Engineer.

3.12 RADAR SPEED FEEDBACK SIGN

- a) Contractor shall install all equipment specified in this section and necessary accessories intended for installation as shown on the plans or as specified in these special conditions, manufacturer's specifications, and as directed by the Engineer.

END OF SECTION

EXHIBIT “A” – CITY STANDARD FORMS

CHANGE ORDER FORM



City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 93035

CONTRACT CHANGE ORDER NO. ____

Date: [INSERT]

To: [CONTRACTOR NAME]

[ADDRESS]

[ADDRESS]

Attn: [CONTRACTOR REP]

Project: [INSERT]

This Change Order covers changes to the contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for the amount agreed upon between the Contractor and City of Milpitas and set forth herein.

Item No.	Description of Changes	Increase/ (Decrease) in Contract Amount	Contract Time Extension, Days
1			
2			
	Totals	\$	

Original Contract Amount:	\$XX.00
Change by Previous Change Order(s):	\$XX.00
Contract Price Prior to this Change Order:	\$XX.00
Current Change Order Amount:	\$XX.00
Revised Contract Amount including this Change Order:	\$XX.00

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
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Recommended:

	_____ (Signature) [**INSERT NAME, TITLE**]	_____ Date
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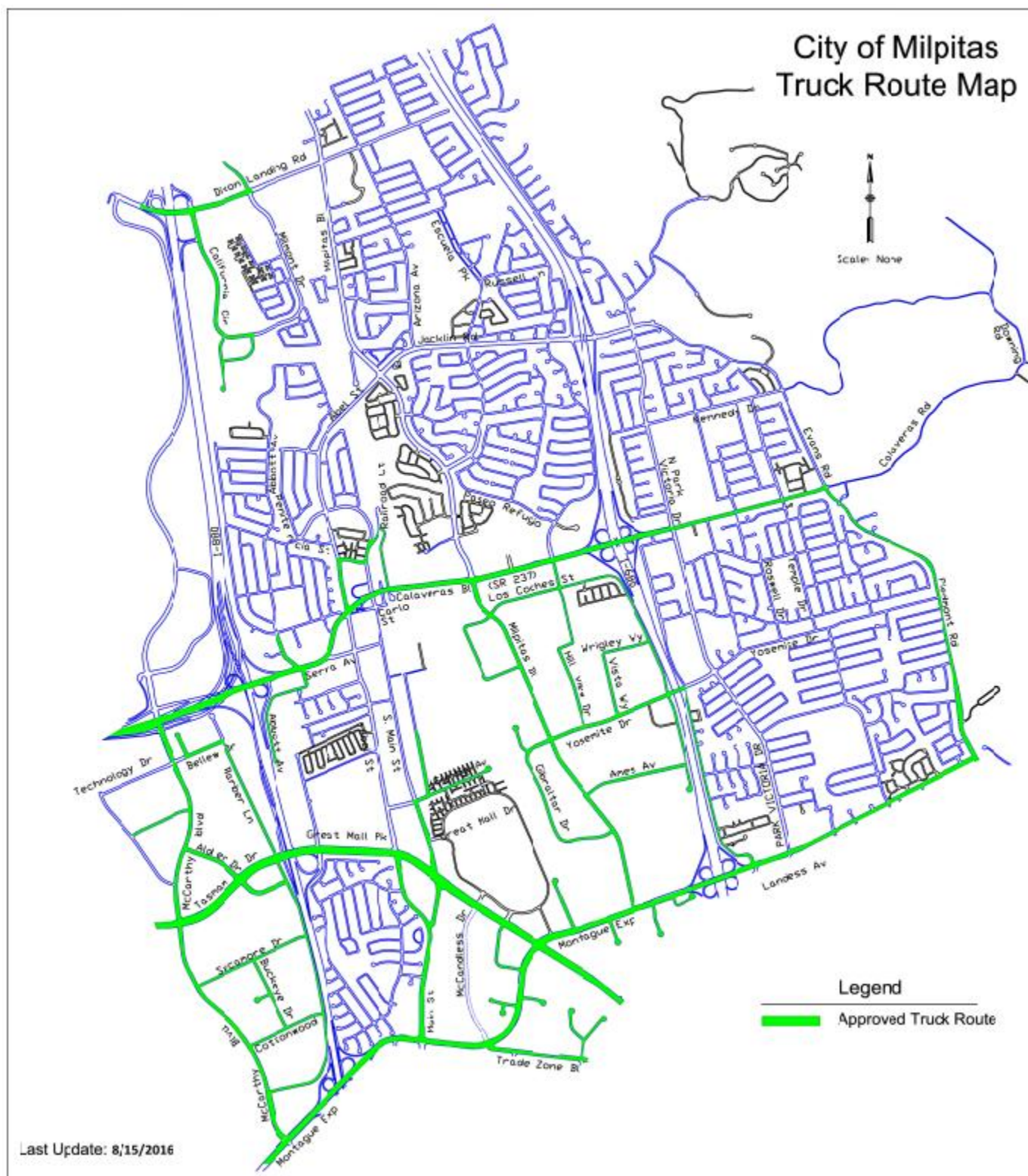
Approved:

	_____ (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 #

CITY TRUCK ROUTE MAP



SPECIAL EQUIPMENT

- Photograph of the vehicle **not** to exceed 8 1/2" x 11";
- SE fee.

Final determination of eligibility is based upon review of the application and the photograph. Proof of ownership and verification of the identification number are not required to obtain an SE plate.

Why a vehicle may not qualify for an SE plate

The following list presents examples of why a vehicle may not qualify. This is not a complete list of reasons.

- A vehicle that is **not** oversized or overweight would **not** qualify for an SE plate. (An oversized or overweight vehicle would require a permit issued by the Department of Transportation (DOT) to move it unladen over the highways and, therefore, would qualify for an SE plate.)
- A water well-drilling vehicle that is **not** oversized or overweight would **not** qualify for an SE plate. (An oversized or overweight well-drilling vehicle would require a permit issued by the DOT to move it unladen over the highways and, therefore, would qualify for an SE plate.)
- Self-propelled special mobile equipment.
- Auxiliary dollies.
- Special construction equipment used less than 51 percent of the time for highway construction work or railroad right-of-way.
- Farm trailer with a GVW over 10,000 pounds.
- Farm vehicle **not** being used solely to transport agricultural products and is operated on the highways for a distance greater than one mile.
- Photograph submitted shows that the vehicle is designed to carry property and is **not** designated in the Vehicle Code as an implement of husbandry or special mobile equipment.

NOTE: For registration fees, see the brochure, *Registration Related Fees* (PPVR 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

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A Public Service Agency

Visit our website at www.dmv.ca.gov

PPVR 19 (REV. 10/2000)

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, 5096.)

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 trailers (VC §36115).

Special Equipment definitions

Special Construction Equipment (VC §5465)

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, tarpops, 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 §§36100, 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, leased, or loaned 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.

PPV 10-010 1-00000

VC§ 21461. Obedience by Driver to Official Traffic Control Devices

(a) It is unlawful for a driver of a vehicle to fail to obey a sign or signal defined as regulatory in the federal Manual on Uniform Traffic Control Devices, or a Department of Transportation approved supplement to that manual of a regulatory nature erected or maintained to enhance traffic safety and operations or to indicate and carry out the provisions of this code or **a local traffic ordinance or resolution adopted pursuant to a local traffic ordinance, or to fail to obey a device erected or maintained by lawful authority of a public body or official.**

(b) Subdivision (a) does not apply to acts constituting violations under Chapter 9 (commencing with Section 22500) of this division or to acts constituting violations of a local traffic ordinance adopted pursuant to Chapter 9 (commencing with Section 22500).

(Amended by Stats. 2004, Ch. 203, Sec. 1. Effective January 1, 2005.)

(Amended by Stats. 1981, Ch. 775, Sec. 2.)

V-100-4.04 Obedience to Traffic Control Devices

The driver of any vehicle shall obey the instructions of any official traffic control device applicable thereto placed in accordance with this Chapter of this City unless otherwise directed by a police officer subject to the exceptions granted the driver of an authorized emergency vehicle when responding to emergency calls.

V-100-12.07 Vehicles Exceeding Maximum Gross Weight of 4 Tons Prohibited From Using Certain Streets

12.07-1 Whenever any ordinance of this City designates and describes any street or portions thereof as a street the use of which is prohibited by any vehicle exceeding a maximum gross weight limit of 4 tons, the Chief Police Officer shall erect and maintain appropriate signs as necessary to adequately provide notice of the prohibition.

12.07-2 Those streets and parts of streets designated in Subsection V-100-15.12 hereof are hereby declared to be streets the use of which is prohibited by any vehicles exceeding a maximum gross weight limit of 4 tons.

12.07-3 The provisions of this Section shall not apply to any commercial vehicle having ingress and egress by direct route to and from said restricted streets when necessary for the purpose of making pickups or deliveries of goods, wares and merchandise from or to any building or structure located on such restricted streets or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling or construction of any building or structure upon such restricted streets for which a building permit has previously been obtained therefor.

12.07-4 The provisions of this Section shall not apply to (i) passenger buses under the jurisdiction of the Public Utility Commission or to (ii) any vehicle owned by a public utility while necessarily in use in the construction, installation or repair of any public utility or (iii) any vehicle owned or operated by a City Department while necessarily in use for construction or repair work or any vehicle owned by the United States while in use for the collection, transportation or delivery of United States mail.

12.07-5 The provisions of this Section shall not apply to the bridge at Old Alviso-Milpitas Road over Coyote Creek just north of Highway 237 which lies partly in the County of Santa Clara and partly within the City of Milpitas, which shall have a maximum limit of 10 tons.

"The provisions of this Section shall not apply to non-commercial recreational vehicles or trailers, including boat and utility trailers, having ingress and egress by direct route to and from said restricted streets when necessary for the purpose of parking, loading, or unloading said recreational vehicle or trailer on said restricted street."

(Ord. 43.195(2), 12/7/99; Ord. 43.159 (B), 6/5/90; Ord. 43.64 (part), 12/2/69; Ord. 43 (part), 6/7/55)

VC§ 565. Special Construction Equipment

"Special construction equipment" is:

(a) Any vehicle used primarily off the highways for construction purposes and which moves only occasionally over the highways and which because of the length, height, width, or unladen weight may not move over the public highways unladen without the permit specified in Section 35780.

(b) Any vehicle which is designed and used primarily either for grading of highways, paving of highways, earth moving, and other construction work on highways, or for construction or maintenance work on railroad rights-of-way, and which is not designed or used primarily for the transportation of persons or property and which is only incidentally operated or moved over the highway. It includes, but is not limited to, road and railroad construction and maintenance machinery so designed and used such as portable air compressors, air drills, asphalt spreaders, bituminous mixers, bucket loaders, tracktype tractors, crawler tractors, ditchers, leveling graders, finishing machines, motor graders, paving mixers, road rollers, scarifiers, earth moving scrapers and carryalls, lighting plants, welders, pumps, water wagons, power shovels and draglines, speed swings, skip loaders, weed mowers, self-propelled and tractor-drawn earth moving equipment and machinery, including dump trucks and tractor-dump trailer combinations which either (1) are in excess of 96 inches in width or (2) which, because of their length, height or unladen weight, may not be moved on a public highway without the permit specified in Section 35780 of this code and which are not operated laden except within the boundaries of the job construction site, and other similar types of construction equipment.

(Amended by Stats. 1969, Ch. 90.)

VC§ 591. Street or Highway

A "street" or "highway" shall not include those portions of a way or place in or upon which construction, alteration, or repair work is being performed insofar as the equipment performing such work and its operation are concerned. Where the work consists of a street or highway project, the limits of the project as shown or described in the plans or specifications of the awarding body shall be so excluded with reference to the equipment actually engaged in performing the work. The authority having jurisdiction over such way or place may include any or all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 in any permit issued for work on such way or place and the awarding body on any such street or highway project may include such requirements in the specifications for such project. It is the intention of the Legislature, in enacting this section, that this section shall not be construed to relieve any person from the duty of exercising due care.

(Added by Stats. 1959, Ch. 659.)

VC§ 24615. Slow-Moving Vehicle Emblem

It is unlawful to operate upon a public highway any vehicle or combination of vehicles, which is designed to be and is operated at a speed of 25 miles per hour or less, unless the rearmost vehicle displays a "slow-moving vehicle emblem," except upon vehicles used by a utility, whether publicly or privately owned, for the construction, maintenance, or repair of its own facilities or upon vehicles used by highway authorities or bridge or highway districts in highway maintenance, inspection, survey, or construction work, while such vehicle is engaged in work at the jobsite upon a highway. Any other vehicle or combination of vehicles, when operated at a

speed of 25 miles per hour or less, may display such emblem. The emblem shall be mounted on the rear of the vehicle, base down, and at a height of not less than three nor more than five feet from ground to base. Such emblem shall consist of a truncated equilateral triangle having a minimum height of 14 inches with a red reflective border not less than 1 3/4 inches in width and a fluorescent orange center.

This emblem shall not be displayed except as permitted or required by this section.

(Amended by Stats. 1971, Ch. 287.)

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



Date

Contractor
Address

Subject: Project #, name
NOTICE OF INTENT TO AWARD

Dear Mr. _____:

The Milpitas City Council, at its meeting of _____, is scheduled to award the subject project to your company. Enclosed are the following documents, which require the signature of representatives of your company:

1. Contract 2 copies
2. Faithful Performance Bond 2 copies
3. Payment Bond 2 copies
4. Data Sheet: Regarding Bonding Co. 1 copy
5. Certificate of Insurance 1 copy
6. Data Sheet: Regarding Insurance Co. 1 copy
7. Certificate of Worker's Compensation Insurance 1 copy
8. Contractor's Certificate Relating To Worker's Compensation Insurance 1 copy
9. Data Sheet: Regarding Worker's Compensation Insurance Co. 1 copy
10. City Business License 1 copy
11. Taxpayer Identification Number and Certification 1 copy
12. Apprenticeship Standards 1 copy
13. Urban Runoff Prevention, BMP, SWPPP Acknowledgement 1 copy

Please refer to the project specifications regarding the time limit for execution of the contract with the City. Your attention is also directed to Specification Special Conditions and elsewhere within the Contract Documents regarding the start of the first chargeable day, and other items to be completed by the contractor prior to receiving a notice-to-proceed.

Please return the signed construction contract, bonding and insurance documents to my attention by _____ (to facilitate a timely completion). In addition, please submit a construction schedule, SWPPP, traffic control plan including staging and haul route, concrete mix design, R-bar, notices, site video, Contractor Safety Plan, Contractor's Caltrans permit, and other (refer to the Special Conditions for additional items) for review by _____. Please contact me at (408) 586-_____ to schedule a pre-construction conference. Your attention is directed to Specification Special Conditions which requires the attendance of the Contractor's Representative and Job Superintendent at the pre-construction conference. Please be advised that no work may proceed until the contract documents have been fully executed and your copy of the notice to proceed is issued to you.

Sincerely,

Project Engineer

Enclosure

38077.00180\29080232.9



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

Date

Contractor

Subject: Project #, name
Notice of Award

Dear _____:

The Milpitas City Council, at its meeting of _____, has awarded the subject project to your company. The contract document forms (including the bonds, insurances, business license, and other related documents) had been previously sent to you via the notice of intent to award. Please refer to the project specifications regarding the time limit for execution of the contract with the City. Your attention is also directed to Specification Special Conditions and elsewhere within the Contract Documents regarding the start of the first chargeable day, and other items to be completed by the contractor prior to receiving a notice-to-proceed.

Please return the signed construction contract, bonding and insurance documents to my attention by _____ (to facilitate a timely completion). In addition, please submit a construction schedule, SWPPP, traffic control plan including staging and haul route, concrete mix design, R-bar, notices, site video, Contractor Safety Plan, Contractor's Caltrans permit, and other (refer to the Special Conditions for additional items) for review by _____. Please contact me at (408) 586-3____ to schedule a pre-construction conference. Your attention is directed to the Special Conditions, which requires the attendance of the Contractor's Representative and Job Superintendent at the pre-construction conference. Please be advised that no work may proceed until the contract documents have been fully executed and your copy of the notice to proceed is issued to you.

Sincerely,

Project Engineer



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:



SUBMITTAL COVER SHEET

SUBMITTAL NO. : DATE SUBMITTED:
PROJECT: _____

PROJECT #:

FROM: GENERAL CONTRACTOR TO: CITY OF MILPITAS
ENGINEERING DIVISION
455 E. CALAVERAS BLVD.
MILPITAS, CA 95035

Phone #:

Attn.:

Item	Specification Section/Plan Sheet	Check If Substitution Submittal Description	or Exception	Comment / Date Required
1		☐		
2		☐		
3		☐		
4		☐		
5		☐		

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:



To:

Project: Project Number:

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:
To:
From:
Project:
Subject:

Page 1 of

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.		
Part B Project Specific Items				
14		Construction Water Meter(s) returned.		

ESCROW AGREEMENT

SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into effective (date) _____ by and between City of Milpitas whose address is 455 E Calaveras Blvd. Milpitas, CA 95035-5479 hereinafter called "Owner," whose address is hereinafter called "Contractor" and whose address is hereinafter called "Escrow Agent." For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of Owner and shall designate the Contractor as the beneficial owner.
- (2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
- (7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
- (8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant in Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner: On behalf of Contractor:

City Manager
Title Title

Name Name

Signature Signature

Address Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner Contractor

Title Title

Name Name

Signature Signature

COST PROPOSAL FORM (See General Conditions, Contract Change Orders)

Date: _____

Project Number _____

In Response To _____ (RFP #, etc.)

To: City of Milpitas
455 East Calaveras Boulevard
Milpitas, CA 95035

Brief description of change(s):

ITEM DESCRIPTION	PRIME CONTR.	SUB 1	SUB 2	SUB 3	TOTAL
Material					
Direct Labor Cost					
Equipment					
Other (Specify) Extended Overhead					
Total Cost					
Subcontractor's Overhead and Profit (15% max)					
Contractor's Overhead and Profit on Labor & Materials (15% max)					
Contractor's Overhead and Profit on Equipment (10% max)					
Mark-Up for Subcontractor's work (5% max)					
Bonds					
(% of total cost above not including any O/P)					
GRAND TOTAL					
REQUESTED CHANGE IN CONTRACT TIME (DAYS)					

By: _____ (Firm Name)

Signature: _____ Date: _____

Title: _____



City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 93035

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:

Recommended:	_____ (Signature) Contractor's Authorized Representative	_____ Date
Approved:	_____ (Signature) Roberto Alonzo, Public Works Division Manager - Engineering	_____ Date
	_____ (Signature) Matt Cano, Assistant City Manager / Acting City Engineer	_____ 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

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SAMPLE PROGRESS PAYMENT FORM

CITY OF MILPITAS

PROJECT NAME, NUMBER

PROGRESS PAYMENT Page 1 of 1

Date:

#	Description	Bid Quantity	Unit Units	Unit Price	Bid Amount	Previous Quantity	Previous Amount	Remaining Quantity	Remaining Amount	Current Quantity	Current Amount	Diff.	Payable Amount	Note
Bid Items														
1		0	\$	-	\$ -		\$ -	0%	\$ -	0%	\$ -	0%	\$ -	
2		0	\$	-	\$ -		\$ -	-	\$ -	-	\$ -	-	\$ -	
3		0	\$	-	\$ -		\$ -	-	\$ -	-	\$ -	-	\$ -	
4		0	\$	-	\$ -		\$ -	-	\$ -	-	\$ -	-	\$ -	
5								-	\$ -		\$ -			
6								-	\$ -		\$ -			
7								-	\$ -		\$ -			
8								-	\$ -		\$ -			
9								-	\$ -		\$ -			
10								-	\$ -		\$ -			
Subtotals					\$ -		\$ -		\$ -		\$ -		\$ -	
Contract Change Order Items														
CCO #1		0	\$	-			\$ -	0%	\$ -	0%	\$ -	0%	\$ -	
CCO #2		0	\$	-			\$ -	-	\$ -	-	\$ -	-	\$ -	
CCO #3		0	\$	-			\$ -	-	\$ -	0	\$ -	-	\$ -	
CCO #4														
Subtotals							\$ -				\$ -		\$ -	
TOTALS							\$ -				\$ -		\$ -	
Retention 10%							\$ -				\$ -		\$ -	
TOTALS							\$ -				\$ -		\$ -	
													Check	\$ -
													PAYMENT TOTAL	

Recommended by _____ Inspector

Approved by _____ Project Manager

Approved for Payment _____ CIP Manager or City Engineer

Contract Time as Bid Working or Calendar Days
 CCO Time #2 Working or Calendar Days
Total Contract Time 0 Working or Calendar Days
 Contract End Date Date Estimated or Actual

Refer to the Special Conditions regarding requirements for requesting Progress Payments.

Contractor's Letter Head

GUARANTY / WARRANTY

TO: CITY OF MILPITAS, for the (project name), Project (#), in Milpitas, CA.

The undersigned guarantees all construction performed on this project and also guarantees all material and equipment incorporated therein Contractor hereby grants to Owner for a period of one (1) year following the date of acceptance of the Work by the City of Milpitas or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of work not done in accordance with this Guaranty or relieve Contractor of liability with respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting there from which shall appear within one (1) year, or longer if specified, from the date of acceptance as described above.

Should any of the materials or equipment prove defective or should the Work as a whole prove defective, due to faulty workmanship, material furnished or methods or installation, or should the Work or any part thereof fail to operate properly as originally intended and in accordance with the Contract Documents due to any of the above causes within one (1) year after date of acceptance, or such longer period specified in the Contract Documents, Contractor shall: (1) reimburse Owner, upon demand, for its expenses incurred in restoring said Work to the condition contemplated in the Contract Documents, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or (2) upon demand by Owner, replace any such material and to immediately repair said Work completely without cost to Owner so that said Work will function successfully as originally contemplated.

Inspection of the work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by Contractor. In the event Owner elects to have said work performed by Contractor, Contractor shall make such repairs within a reasonable period of time after the receipt of demand from Owner; provided, however, that in no event shall such period exceed twenty-five (25) days.

All definition of terms used in this Agreement shall have the meanings set forth in the Project Specifications, Special Conditions, Definitions of Words and Terms.

The foregoing Guaranty is in addition to any other warranties by Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and by law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or by law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

CONTRACTOR:

Corporate

Seal:
Name of Firm

Signature

Date

Title

Signature

Date

Title

CONSTRUCTION CHANGE DIRECTIVE NO: ____

City of Milpitas
Engineering Division

Project Name Project No: _____

PAGE 1 of

TO: _____

FROM: _____

DATE: _____

SUBJECT/ITEM: _____

DESCRIPTION:

References:

Attachments:

CONSTRUCTION CHANGE DIRECTIVE INSTRUCTIONS:

- ☐ The Contractor is directed to proceed with the above-described work without change in contract price.
- ☐ The Contractor is directed to proceed with the above-described work and submit within the next 14 calendar days an itemized lump sum price and requested time extension, if any, to facilitate the review and settlement of this CCD in accordance with the Contract Documents. The cost of the work covered by this directive shall not exceed \$. In the event that the cost of this work is anticipated to exceed the amount above, the Contractor will notify the City/Agency in writing and obtain additional authorization before proceeding.
- ☐ The Contractor is directed to proceed with the above-described work on a time and material basis with a Not-To-Exceed Amount of \$0. Itemized time and material documentation shall be provided on a daily basis in accordance with the Contract Documents.
- ☐ The Contractor shall be paid at bid item prices for the work performed.
- ☐ The Contractor is directed to provide pricing for the above-described work within the next 7 calendar days. The Contractor shall not proceed with the work until authorized by written Contract Change Order.

AUTHORIZED BY:

City of Milpitas
OWNER

BY:

DATE

ACKNOWLEDGEMENT OF RECEIPT:

CONTRACTOR

By:

DATE

Construction Recycled Water Application

	SBWR RECYCLED WATER ACCESS POINT PROGRAM USER AGREEMENT PRODUCER: San Jose/Santa Clara Regional Wastewater Facility, 700 Los Esteros Road, SJ, CA 95134 RETAILER: City of Milpitas 455 East Calaveras Blvd Milpitas, CA 95035	
EFFECTIVE DATES OF PERMIT: _____ TO _____ [TO BE FILLED OUT BY RETAILER]		
USER INFORMATION		
USER NAME: _____	PHONE: _____	
COMPANY: _____		
COMPANY ADDRESS: _____	CONTRACTOR LICENSE NUMBER: _____	
	TRUCK LICENSE NUMBER: _____	
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)		
APPROXIMATE VOLUME OF RECYCLED WATER TO BE USED: _____ GALLONS PER DAY.		
METHOD OF WATER DISTRIBUTION:	☐ RECYCLED WATER ACCESS POINT ☐ TEMPORARY SITE METER ☐ OTHER: _____	
APPLICATION METHOD:	☐ TANKER-TRUCK SPRAY ☐ OTHER: _____	
USE OF RECYCLED WATER*:	☐ CONSTRUCTION (COMPACTION AND 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:	☐ TRUCK ☐ PROJECT SITE ☐ OTHER: _____	
LOCATIONS WHERE APPLIED:		
Address: _____	RESPONSIBLE PERSON AT SITE: _____	DATES OF USE: _____
Address: _____	RESPONSIBLE PERSON AT SITE: _____	DATES OF USE: _____
Address: _____	RESPONSIBLE PERSON AT SITE: _____	DATES OF USE: _____
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 SIGNATURE _____	PRINTED NAME _____	TITLE _____
☐ I HEREBY AGREE TO TRAIN ALL USERS ON THE SAFE USE OF RECYCLED WATER AND ABIDE BY THE TERMS OF USE AS LISTED IN THIS AGREEMENT.		
**SITE MANAGER OR FOREMAN SIGNATURE _____	PRINTED NAME _____	TITLE _____
☐ INSPECTION SCHEDULED FOR _____		
WATER RETAILER SIGNATURE _____	PRINTED NAME _____	TITLE _____
DATE _____		
Revised 9/26/2014 Page 1 of 3		



SBWR RECYCLED WATER ACCESS POINT PROGRAM



TERMS OF USE

CHECK	THIS USER AGREEMENT LIMITS THE USE OF RECYCLED WATER TO THE FOLLOWING CONDITIONS:	
☐	1. FOR NONPOTABLE USES ONLY - NO DRINKING	
☐	2. Recycled water shall not be exposed to food or used within designated eating areas.	
☐	3. Recycled water shall not be discharged to storm drains.	
☐	4. Recycled water is not allowed within 50 feet of any domestic well.	
☐	5. There shall be no cross-connection between recycled water and any potable water supply.	
☐	6. Recycled water shall not be plumbed into potable landscape systems or any onsite plumbing.	
☐	7. Recycled water meters shall be routinely inspected by the local agency for appropriate use.	
☐	8. Recycled water meters will be prohibited from connecting to any potable hydrant and shall be labeled, "not for use on potable hydrants".	
☐	9. Overspray, ponding, and runoff of recycled water shall not be permitted.	
☐	10. Tanker-trucks must have appropriate equipment to maintain an air gap of at least twice the diameter of the supply hose, such that water overflows the tank before reaching the fill pipe.	
☐	11. Tanker-trucks must have water-tight fittings to ensure no leakage will occur.	
☐	12. All piping and hoses used with tanker-trucks must be fully drained before transport and prior to every connection.	
☐	13. Recycled water tanker-trucks must not transport potable water for potable uses.	
☐	14. All recycled water use areas must be approved by the local water retailer and SBWR.	
☐	15. All tanker-trucks accessing and hauling recycled water must satisfy local and state safety requirements and will carry a certificate of commercial auto and trucking liability insurance.	
☐	16. The volume of recycled water used must be reported, as specified by the local recycled water retailer.	
SPECIAL APPROVAL, TRAINING, AND SITE INSPECTION REQUIRED		
☐	17. If recycled water is transferred to other storage container, the container/reservoir shall be labeled with signage equivalent to the tanker-truck and shall follow the safety guidelines in this User Agreement.	
☐	18. The general public shall not be exposed to overspray when recycled water is used (pressure washing, etc.)	
☐	19. Recycled water may be used for washing equipment and vehicles, if the recycled water is not heated and where the general public is excluded from the washing process.	
ADVISORY SIGNS		
☐	1. Tanker-Truck Sign: Tanker-trucks hauling recycled water must have an SBWR approved adhesive sign issued by retailer at least six (6) inches by twelve (12) inches on the tank, in a location clearly visible to users and workers, with the following wording in one (1) inch, or larger, letters on a purple background.	
☐	2. Tanker-Truck Inspection Decal: Tanker-trucks hauling recycled water must have an SBWR approved adhesive decal issued by retailer at least three (3) inches by six (6) inches signifying that the tanker-truck has passed inspection and met all SBWR requirements.	
☐	3. Appurtenance Sign: Appurtenances serving recycled water must have an SBWR approved adhesive or bolted sign issued by retailer at least six (6) inches by eight (8) inches, in a location clearly visible to users and workers, with the following wording in one (1) inch, or larger, letters on a purple background:	
Tanker-Truck Sign: NONPOTABLE WATER ONLY DO NOT DRINK NO BEBER		Tanker-Truck Inspection Decal: VEHICLE INSPECTED FOR HAULING RECYCLED WATER Inspected by: _____ Expires: _____
Appurtenance Sign: RECYCLED WATER DO NOT DRINK NO BEBER		



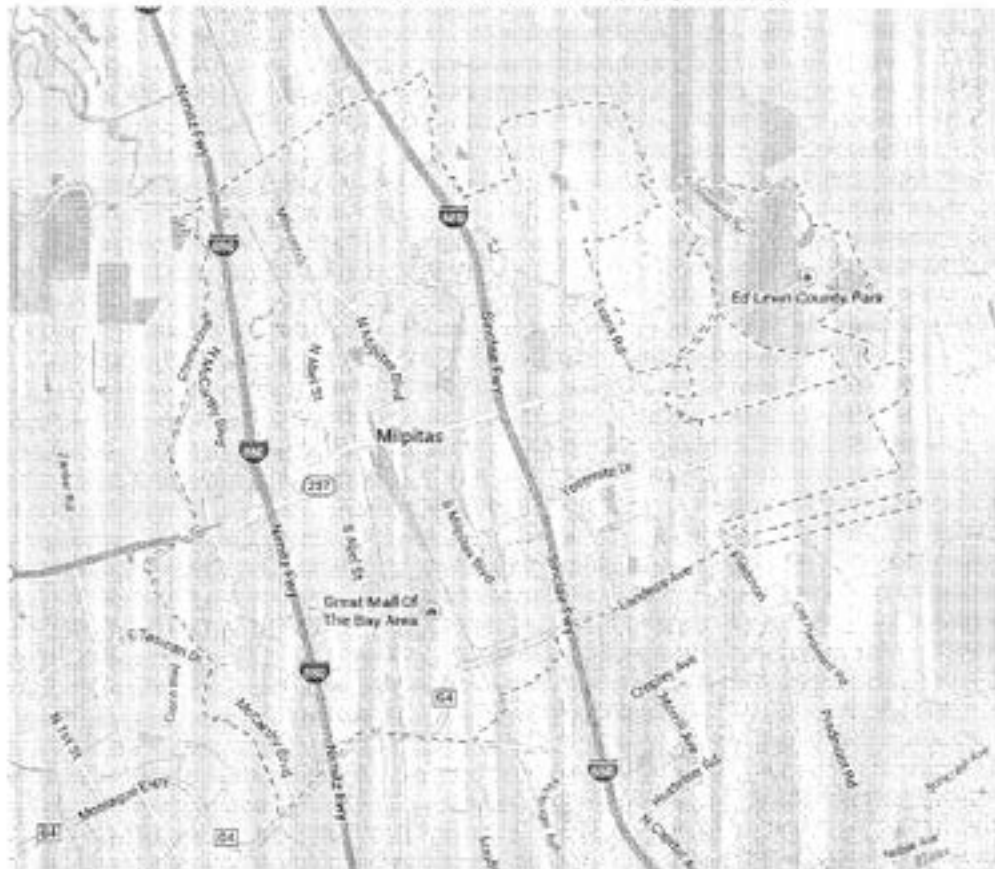
SBWR RECYCLED WATER ACCESS POINT PROGRAM



THE CONTRACTOR SHALL NOTIFY THE LOCAL AUTHORITY WHEN THE TEMPORARY ON-SITE RECYCLED WATER CONNECTION IS READY FOR INSPECTION. COMPLETION OF THE SBWR RWAP USER AGREEMENT AND INSPECTION IS REQUIRED PRIOR TO USE OF RECYCLED WATER.

NON-ADHERENCE TO THE TERMS OF USE IN THIS SBWR RWAP USER AGREEMENT CAN RESULT IN DISCONNECTION AND/OR FINES, AS ENFORCED BY THE LOCAL GOVERNMENT AGENCY.

CITY OF MILPITAS RECYCLED WATER SYSTEM MAP





City of Milpitas South Bay Water Recycling Recycled Water Access Points Program Implementation Plan

The City of Milpitas Recycled Water Program is an on-going, multi-year effort to use high quality recycled water from South Bay Water Recycling (SBWR) for irrigation, industrial, and other approved uses. In the City of Milpitas, highly purified recycled water is delivered to customers through a network of 23 miles of pipe.

In an effort to address California's severe drought, the Governor and the City's two water wholesalers have called for water conservation. In response, the City of Milpitas will be implementing Recycled Water Access Points (RWAPs) to provide recycled water to commercial users to serve needs previously unmet by recycled water. The City will begin distributing temporary recycled water meters for use during construction of new projects. The Milpitas City Council passed a drought urgency ordinance (No. 240.2) on August 19, 2014, that prohibits potable water use for construction activities such as dust control, compaction, and building pad treatment. This plan describes the requirements for distributing recycled water from RWAPs for approved uses.

Implementation Plan

Permitting

To meet recycled water use requirements described in City Ordinance No. 240.2, users must agree to the terms of use as described in the "Users Agreement", complete training, and inspection of the truck/site prior to the issuing of a use permit. The use of recycled water from RWAPs will be permitted through the City of Milpitas. A meter deposit and fee is required prior to permitting.

Primary Uses

Primary uses are defined as uses where recycled water is sprayed directly from the tanker truck for dust control, compaction, or street sweeping.

Secondary Uses

Secondary uses are defined as uses where recycled water is stored on the tanker truck or stored in a secondary container and are later sprayed by hose or pressure washer for cleaning, irrigation, or other approved uses by the City of Milpitas. Secondary Uses require special approval, onsite inspection, additional training, restrictions from public exposure, and other oversight determined on a case-by-case basis by the City of Milpitas. Recycled Water stored onsite must employ additional disinfection measures of ½ cup of laundry bleach per 100 gallons of recycled water stored.

Training

For any secondary uses, additional training will be provided to a responsible person (e.g. Forman, Supervisor, etc.). Recycled water used for secondary uses at commercial facilities (corporate campuses, retail shopping centers, office parks, etc) will be approved for use only during non-business hours to limit the exposure to the public. In addition, operation



**City of Milpitas
South Bay Water Recycling
Recycled Water Access Points Program
Implementation Plan**

of pressure or non-pressure hoses will be turned off should the public be in the immediate vicinity to eliminate potential overspray exposure.

Inspection

Inspection will confirm that secondary storage vessels/containers are properly labeled and that a responsible person has received additional training.

Site Locations

Site locations are listed in the attached map and will be updated on a quarterly basis.

Program Manager

Mr. Jefferey Leung
Associate Engineer
City of Milpitas
1-408-586-3326

Users

Trained Commercial Personnel

Approved Uses

Refer to Users Agreement

Cross Connection Protection

Users are required to follow all terms of use as stated in the User's Agreement.

Reporting

The City will comply and follow the procedures set forth in the SWRCB-approved RWAP Engineering Report, including the required reporting frequency.

Enforcement

City of Milpitas Ordinance No. 240.2 prohibits potable water use for construction activities. All potable water construction meters previously issued have been recalled as of August 20, 2014. The Contractor shall notify the Building or Public Works Inspector when the secondary (indirect), temporary on-site recycled water connection is ready for inspection. Completion of the Inspection Checklist (see attached) is required prior to use of recycled water. Effective August 20, 2014, contractors are required to disconnect the potable water construction meter from the hydrant. The contractor shall take a picture of and record the meter reading and submit this to the City Finance Department.

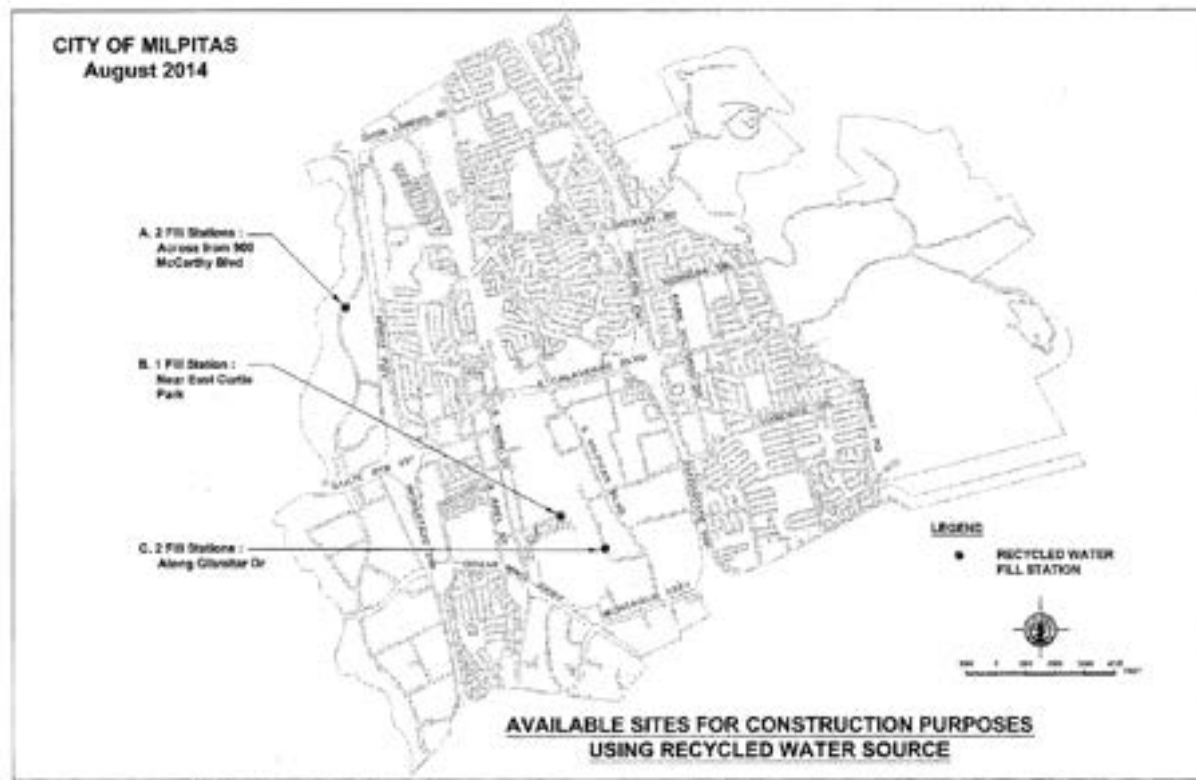


City of Milpitas South Bay Water Recycling Recycled Water Access Points Program Implementation Plan

Enforcement (Continued)

Users will be required to comply with their user agreement and withdraw only from metered locations. Failure to comply with these requirements may result in:

- A Stop Work Notice
- Fines in accordance with Milpitas Municipal Code I-1-4.09:
 - 1st violation: \$100/day
 - 2nd violation: \$200/day
 - Subsequent violations: \$500/day



Materials Requiring a Certificate of Compliance		
6-1.04 BUY AMERICA		
6-1.04B	crumb rubber	COC
6-1.04C	steel and iron materials	COC + cert. mill test reports
11-2 WELDING QUALITY CONTROL		
11-2.03D	welding	COC
12-3 TEMP. TRAFFIC CONTROL DEVICES		
12-3.03A(3)	plastic traffic drums	COC
12-3.20A(3)	type K temporary railing	COC
12-3.23A(3)	attenuator	COC
12-3.32A(3)	portable CMS	COC
13-2 WATER POLLUTION CONTROL PROGRAM		
13-9 TEMP. CONCRETE WASHOUTS		
13-9.01C	fabric bags for gravel-filled bags	COC
	plastic liner	COC
13-10 TEMP. LINEAR SEDIMENT BARRIERS		
13-10.01C	fiber rolls	COC
	silt fence fabrics	COC
	sediment filter bags	COC
	foam barriers	COC
	fabric for gravel-filled bags	COC
16-2.03 TEMP. HIGH-VISIBILITY FENCES		
16-2.03A(3)	high-visibility fabric	COC
18 DUST PALLIATIVES		
18-1.01C	dust suppressant	COC
	dust control binders	COC
	fibers	COC
20 LANDSCAPE		
20-2 IRRIGATION		
20-2.08A(3)	polyethylene pipe	COC
	plastic pipe supply line	COC
20-3 PLANTING		
20-3.01A(3)(c)	sod	COC
	soil amendment	COC
20-5 LANDSCAPE ELEMENTS		
20-5.03A(1)(c)	filter fabric	COC + product data
20-5.03D(1)(c)	solidifying emulsion	COC + product data & samples
20-5.04A(3)	wood mulch	COC + sample & authorization
21-2 EROSION CONTROL WORK		
	straw	COC

For those material requiring additional information on or with the COC, see specification.

21-2.01C(1)	weed-free straw	COC + cert. of quarantine
	fiber	COC
	RECP	COC
	fasteners	COC
	hydraulically applied erosion control materials	Submit records
21-2.01C(2)	compost	Submit reports
21-2.01C(3)	seed	Submit reports
21-2.01C(4)	tackifier	COC
	bonded fiber matrix	COC
24 STABILIZED SOILS		
24-1.01C(1)	stabilizing agent	COC + sample
24-3 CEMENT STABILIZED SOIL		
24-3.01C	cement	COC + sample
36-2 BASE BOND BREAKER		
36-2.01C	base bond breaker	COC
37 BITUMINOUS SEALS		
37-1.01C	asphalt binder	COC + test results
	asphalt emulsion	COC + test results
37-3 SLURRY SEALS AND MICRO-SURFACINGS		
37-3.01A(3)	asphaltic emulsion	COC + samples & test results
	polymer modified asphaltic emul.	COC + samples & test results
	micro-surfacing emul.	COC + samples & test results
37-2.04 ASPHALT RUBBER BINDER CHIP SEALS		
37-2.04A(3)	asphalt rubber binder ingredients	COC + permits & submittals
37-5 PARKING AREA SEALS		
37-5.01C	parking area seal material.	COC + sample & test results
37-6 CRACK TREATMENTS		
37-6.01C	crack treatment material	COC or sample & test results
39-2 HOT MIX ASPHALT		
39-2.01A(3)(f)	liquid antistripping	COC + sample & production data
39-2.03A(3)(c)	crumb rubber modifier	COC + test results
	asphalt modifier	COC + test results
39-2.05A(1)(c)	asphaltic emulsion	COC + test results
40 CONCRETE PAVEMENT		
40-1.01C(2)	tie bars	COC
	splice couplers for threaded bars	COC
	dowel bars	COC
	tie bar baskets	COC
	joint filler	COC
	epoxy-powder coating	COC
41 EXISTING CONCRETE PAVEMENT		

For those material requiring additional information on or with the COC, see specification.

41-5 JOINT SEALS		
41-5.01C	liquid joint sealant	COC + SDS & instructions
	backer rods	COC + SDS & instructions
	compression joint seal	COC + SDS & instructions
	lubricant adhesives	COC + SDS & instructions
41-10 DRILL AND BOND BARS		
41-10.01C	tie bars	COC
	dowel bars	COC
	dowel bars lubricant	COC
	chemical adhesive	COC
	epoxy powder coating	COC
48-2 FALSEWORK		
48-2.01C(1)	structural composite lumber	COC + submittals
49-2 DRIVEN PILING		
49-2.02A(3)(d)	steel pipe piles	COC + tests & mill reports
49-2.03A(3)	structural shape steel piling	COC + test reports
51 CONCRETE STRUCTURES		
51-1.01C(3)	bonding materials	COC or sample & authorization
51-2 JOINTS		
51-2.01A(3)	polyethylene material for snowplow deflectors	COC
51-2.02B(1)(c)	sealant	COC + test reports & samples
51-2.02C(1)(c)	elastomeric joint seal	COC + test reports
	lubricant-adhesive	COC + test reports
51-2.02D(1)(c)	joint seal materials	COC + authorization
51-2.02E(1)(c)(iii)	joint seal assembly materials	COC
51-2.02F(1)(c)(iv)	material used in the joint seals	COC + test reports
51-2.04A(3)	waterstop material	COC + a statement
51-3 BEARINGS		
51-3.02A(3)(d)	elastomer for bearing pads	COC + test reports
51-4 PRECAST CONCRETE MEMBERS		
51-4.01C(1)	concrete box culvert	COC
52 REINFORCEMENT		
52-1.01C(3)	reinforcement (rebar)	COC + mill test report
52-2 EPOXY-COATED REINFORCEMENT		
52-2.02A(3)(c)	epoxy-coated reinforcement	COC + submittals
	patching material	COC + a statement
52-5.01C(4)	headed bar reinforcement	COC + tests report
52-6 SPlicing		
52-6.01C(5)	service or butt splice material	COC + submittals
54 WATERPROOFING		
54-3 PREFORMED MEMBRANE WATERPROOFING		

For those material requiring additional information on or with the COC, see specification.

54-3.01C	preformed membrane sheet	COC + report
54-5 DECK SEAL		
54-5.01C	preformed membrane sheet	COC + report
57-2 WOOD STRUCTURES		
57-2.01A(3)	timber and lumber	COC + report
	glued laminated timbers/decking	COC
57-3 PLASTIC LUMBER STRUCTURES		
57-3.01C(1)	plastic lumber	COC + test report & sample
58-2 MASONRY BLOCK		
58-2.01C(7)	CMUs	COC
	aggregate for grout	COC
	grout	COC
59 STRUCTURAL STEEL COATINGS		
59-1.01C	blast cleaning material	COC + SDS
59-5 THERMAL SPRAY COAT STRUCTURAL STEEL		
59-5.01C(1)	wire feedstock	COC
60-3.04B Polyester Concrete Overlays		
60-3.04B(1)(c)	methacrylate resins	COC + samples & test report
	polyester resins	COC + samples & test report
	aggregates	COC + samples & test report
61-2 CULVERT AND DRAINAGE PIPE JOINTS		
61-2.01C	joint systems	COC + test results & reports
	couplers	COC
64 PLASTIC PIPE		
64-1.01C	plastic pipe	COC + report
65-2 REINFORCED CONCRETE PIPE		
65-2.01C	RCP, direct design method	COC + report
66 CORRUGATED METAL PIPE		
66-1.01C	corrugated steel materials	COC
	corrugated aluminum materials	COC
67-3 METAL LINER PLATE PIPE		
67-3.01C	metal liner plate pipe	COC + mill test & reports
68 SUBSURFACE DRAINS		
68-1.01C	subsurface drain	COC
68-2 UNDERDRAINS		
68-2.01C	pipe	COC
	tubing	COC
	fittings	COC
68-7 GEOCOMPOSITE DRAIN SYSTEMS		
68-7.01C	geocomposite drain	COC + flow capability graph
69 OVERSIDE DRAINS		

For those material requiring additional information on or with the COC, see specification.

69-1.01C	steel pipe piles	COC
	aluminum	COC
	plastic	COC
70-6 GRATED LINE DRAINS		
70-6.01C	grated line drains	COC + docu. & inspec report
71-3.09 MACHINE SPIRAL WOUND PVC PIPELINERS		
71-3.09A(1)(c)	reel of PVC strip	COC + report
72-16 GABIONS		
72-16.01C	gabion baskets	COC
	PVC coating	COC + identify
75-3 MISCELLANEOUS BRIDGE METAL		
75-3.01C(1)	anchorage devices	COC
75-3.01C(2) Bridge Deck Drainage System		
75-3.01C(2)	fiberglass pipe and fittings	COC
80-3 CHAIN LINK FENCES		
80-3.01C	protective coating system	COC
	posts and braces	COC + test results
81 MISCELLANEOUS TRAFFIC CONTROL DEVICES		
81-2 DELINEATORS		
81-2.01C	metal target plates	COC
	enamel coating	COC
81-3 PAVEMENT MARKERS		
81-3.01C	pavement markers	COC
82 SIGNS AND MARKERS		
82-2 SIGN PANELS		
82-2.01C	aluminum Sheeting	COC
	retroreflective sheeting	COC
	screened-process colors	COC
	nonreflective, opaque, black film	COC
	protective overlay film	COC
82-5 MARKERS		
82-5.01C	metal target plates	COC
	enamel coating	COC
	retroreflective sheeting	COC
83-3 CONCRETE BARRIERS		
83-3.01C	Type 60K portable concrete barrier	COC or test reports
84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS		
84-2.01C	thermoplastic	COC + autho., SDS & data sheet
	paint	COC + autho., SDS & data sheet
	glass beads	COC + autho., SDS & data sheet
	thermoplastic primer	COC + test results

For those material requiring additional information on or with the COC, see specification.

DIVISION X ELECTRICAL WORK		
86-1.01C(6)	signal heads	COC + test data
	visors	COC + test data
87-2 LIGHTING SYSTEMS		
87-2.01C	high mast lighting luminaires	COC + test data
90 CONCRETE		
90-1.01C(3)	cementitious materials	COC + app. signature
	blended cement	COC + app. signature
90-1.01C(4)	admixture	COC + authorization
90-1.01C(5)	curing compound	COC + test samples
90-2 MINOR CONCRETE		
90-2.01C	minor concrete	COC + weighmaster cert
90-3 RAPID STRENGTH CONCRETE		
90-3.01C(3)	aggregate	COC + certified weight
	cementitious materials	COC + certified weight
	admixtures	COC + certified weight
90-4 PRECAST CONCRETE		
90-4.01C(2) and 90-4.01D(2)(a)	cementitious material	COC + app. signature
	precast members (each)	COC + app. signature
	curing compound	COC + test samples
94 ASPHALTIC EMULSIONS		
94-1.01C	asphaltic emulsion	COC + reports
95 EPOXY		
95-1.01C	epoxy	COC
96 GEOSYNTHETICS		
96-1.01C(1)	geosynthetic	COC + test samples

For those material requiring additional information on or with the COC, see specification.

Exhibit 16-R Sampling and Testing Frequency Table
for projects OFF the SHS

<i>Sample for Local Agency QAPs</i>			
Sampling and Testing Frequency Table <i>for projects OFF the SHS.</i>			
HOT MIX ASPHALT (HMA) / ASPHALT CONCRETE (AC)			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Aggregate Gradation (Sieve)	CT 202	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day.	At Plant Per CT 125 (a)
Sand Equivalent	CT 217		
Asphalt Binder Content	CT 382		Loose Mix Behind Paver Per CT 125
In-Place Density and Relative Compaction (Nuclear)	Nuclear (b) CT 375 or ASTM D2950 (c)	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day. (b)	Random Locations Per CT 375 (c)
Theoretical Maximum Specific Gravity and Density (Rice)	CT 309	1 Per Day During Production/Placement of At Least 300 Tons Per Day	Loose Mix Behind Paver Per CT 125
HMA Moisture Content	CT 226 or CT 370		
Stabilometer Value (d)	CT 366		
Asphalt Binder	Sample per Section 92	Sample 1 min. per day for production over 300 tons per day; See (f) regarding testing.	At Plant Per CT 125
Smoothness	12-foot Straightedge	As necessary to confirm contract compliance.	Final Pavement Surface

- (a) Exact tonnage of sample location to be determined by Random Sampling Plans
 (b) Compaction determined by Nuclear Density Device. Core testing required if compaction fails the nuclear test
 (c) Correlation between core densities and nuclear device required only if compaction fails the nuclear test
 (d) Report the average of 3 tested briquettes from a single split source
 (e) Use CT 309 to determine maximum theoretical density in lieu of CT 367 calculated maximum theoretical density
 (f) No testing required unless warranted by concern ; sample and store until completion of project

SUBGRADE (DISTURBED BASEMENT SOIL) OR EMBANKMENT

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft under vehicle traveled way and shoulder 1 Min. Test Per 300 linear foot under sidewalk	Random locations as determined by the Engineer in place after compaction.

AGGREGATE BASES AND SUBBASES, IMPORTED BORROW

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement.
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft	Random locations as determined by the Engineer in place after compaction.

STRUCTURE BACKFILL, SELECT BACKFILL

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test Per 2 Vertical Lifts of Placement	Random locations as determined by the Engineer in place after compaction.

PORTLAND CEMENT CONCRETE (PCC) - STRUCTURAL AND SIGNAL/LIGHTING FOUNDATIONS

COARSE AGGREGATE			
Quality Characteristic	Test Method		
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; if bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Cleaness Value	CT 227		

FINE AGGREGATE			
Quality Characteristic	Test Method		
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; if bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Sand Equivalent	CT 217		

WET MIX			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Slump/Penetration	CT 533	2 per day	Sample from truck/work site
Cylinders	CT 539/540	1 min. set of 3 per day; if bridge, 1 min. set per separate pour of abutment/pier/deck.	



CITY OF MILPITAS
ENGINEERING DIVISION
BID SUMMARY

Project Name: STREET RESURFACING 2026
Project No.: 4307
Bid Opening Date: 4/8/2026

				Apparent Low Bidder													
Item	DESCRIPTION	QTY	UNIT	Unit Cost (Eng Est)	Engineer's Estimate	DeSilva Gates		MCK Services, Inc.	Radius Earthwork, Inc.	McGuire and Hester	Bay Cities Paving & Grading, Inc.	Interstate Grading & Paving, Inc.	McKim Corporation	O'Grady Paving, Inc.	Cato's General Engineering Inc	Precision Grade	Joseph J Albanese Inc
						Unit Price	Item Total										
1	MOBILIZATION (5% Max)	1	LS	\$200,000.00	\$200,000.00	\$165,000.00	\$165,000.00	\$115,375.00	\$155,872.50	\$165,000.00	\$198,000.00	\$13,000.00	\$142,000.00	\$70,000.00	\$50,000.00	\$222,000.00	\$219,500.00
2	NEIGHBORHOOD NOTIFICATION	1	LS	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00	\$12,500.00	\$10,500.00	\$2,427.50	\$10,000.00	\$10,000.00	\$80,000.00	\$20,000.00	\$15,000.00	\$10,800.00	\$10,000.00
3	TRAFFIC CONTROL (10% Max)	1	LS	\$400,000.00	\$400,000.00	\$149,000.00	\$149,000.00	\$152,807.00	\$138,600.00	\$280,000.00	\$268,000.00	\$250,000.00	\$360,000.00	\$170,000.00	\$125,000.00	\$445,000.00	\$280,777.00
4	MONUMENT REFERENCING (INCL PRE AND POST CONSTRUCTION)	1	LS	\$30,000.00	\$30,000.00	\$24,000.00	\$24,000.00	\$23,400.00	\$24,570.00	\$30,000.00	\$23,400.00	\$25,000.00	\$44,200.00	\$31,000.00	\$12,500.00	\$44,200.00	\$28,000.00
5	WATER POLLUTION CONTROL PLAN	1	LS	\$40,000.00	\$40,000.00	\$10,000.00	\$10,000.00	\$15,500.00	\$3,150.00	\$7,500.00	\$17,440.20	\$10,000.00	\$14,340.00	\$20,000.00	\$10,000.00	\$6,300.00	\$12,000.00
6	TYPE II - FIBERIZED SLURRY SEAL WITH CRACK SEAL	13,900	SY	\$8.00	\$111,200.00	\$5.00	\$69,500.00	\$67,971.00	\$71,307.00	\$73,670.00	\$82,010.00	\$72,975.00	\$97,878.00	\$75,060.00	\$82,010.00	\$75,383.00	\$116,760.00
7	HOT MIX ASPHALT (TYPE A) - 1.5", 2", 2.5"	4,360	TON	\$145.00	\$632,200.00	\$115.00	\$501,400.00	\$554,330.40	\$532,007.20	\$518,840.00	\$559,693.20	\$566,800.00	\$528,847.40	\$632,200.00	\$763,000.00	\$645,280.00	\$620,210.00
8	RUBBERIZED HOT MIX ASPHALT (TYPE G) - 1.5", 2.5"	4,180	TON	\$175.00	\$731,500.00	\$140.00	\$585,200.00	\$639,498.20	\$657,764.80	\$693,880.00	\$718,291.20	\$627,000.00	\$684,029.50	\$794,200.00	\$752,400.00	\$827,640.00	\$749,265.00
9	BASE REPAIR (4" Thick)	580	SF	\$7.00	\$4,060.00	\$7.50	\$4,350.00	\$4,379.00	\$7,615.40	\$3,190.00	\$5,249.00	\$4,640.00	\$13,907.00	\$4,495.00	\$5,220.00	\$6,380.00	\$6,960.00
10	BASE REPAIR (5" Thick)	1,190	SF	\$7.50	\$8,925.00	\$8.00	\$9,520.00	\$9,103.50	\$12,495.00	\$7,437.50	\$11,816.70	\$10,710.00	\$15,686.00	\$11,424.00	\$13,387.50	\$11,900.00	\$14,280.00
11	BASE REPAIR (5.5"Thick)	6,500	SF	\$8.00	\$52,000.00	\$8.00	\$52,000.00	\$55,575.00	\$49,140.00	\$42,250.00	\$67,340.00	\$65,000.00	\$48,072.00	\$68,900.00	\$80,600.00	\$52,000.00	\$52,000.00
12	BASE REPAIR (6" Thick)	140	SF	\$12.00	\$1,680.00	\$20.00	\$2,800.00	\$3,577.00	\$4,410.00	\$1,190.00	\$4,418.40	\$1,680.00	\$12,669.00	\$1,540.00	\$1,890.00	\$3,500.00	\$4,200.00
13	GEOSYNTHETIC PAVEMENT INTERLAYER (PAVING FABRIC)	15,000	SY	\$5.00	\$75,000.00	\$2.12	\$31,800.00	\$37,950.00	\$36,300.00	\$39,000.00	\$31,800.00	\$45,000.00	\$36,900.00	\$45,000.00	\$128,250.00	\$41,850.00	\$46,500.00
14	ASPHALT CONCRETE GRINDING - 2"	27,200	SY	\$5.00	\$136,000.00	\$4.00	\$108,800.00	\$121,040.00	\$142,800.00	\$78,880.00	\$88,944.00	\$108,800.00	\$102,300.00	\$156,400.00	\$97,920.00	\$108,800.00	\$115,600.00
15	ASPHALT CONCRETE GRINDING - 2.5"	22,000	SY	\$6.00	\$132,000.00	\$4.50	\$99,000.00	\$115,500.00	\$142,780.00	\$78,100.00	\$89,540.00	\$110,000.00	\$90,935.00	\$158,400.00	\$99,000.00	\$107,140.00	\$107,800.00
16	ASPHALT CONCRETE GRINDING - 3"	15,000	SY	\$7.00	\$105,000.00	\$5.50	\$82,500.00	\$108,000.00	\$89,100.00	\$53,250.00	\$79,050.00	\$135,000.00	\$69,710.00	\$129,750.00	\$81,000.00	\$77,550.00	\$97,500.00
17	SIDEWALK REMOVAL AND REPLACEMENT	2,090	SF	\$40.00	\$83,600.00	\$26.00	\$54,340.00	\$45,980.00	\$54,862.50	\$45,980.00	\$52,250.00	\$62,700.00	\$53,129.00	\$52,250.00	\$66,880.00	\$75,240.00	\$81,510.00
18	CURB AND GUTTER REMOVAL AND REPLACEMENT (BEYOND RAMP LIMITS)	350	LF	\$100.00	\$35,000.00	\$120.00	\$42,000.00	\$29,750.00	\$44,100.00	\$44,450.00	\$42,000.00	\$49,000.00	\$24,500.00	\$42,000.00	\$33,950.00	\$58,800.00	\$65,800.00
19	INSTALL CURB RAMP (PER CALTRANS STD DWGs)	37	EA	\$12,000.00	\$444,000.00	\$7,000.00	\$259,000.00	\$188,700.00	\$260,295.00	\$259,000.00	\$247,900.00	\$362,600.00	\$247,900.00	\$247,900.00	\$292,300.00	\$484,700.00	\$513,560.00
20	SURFACE APPLIED DETECTABLE WARNING SURFACE	1	EA	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$750.00	\$1,575.00	\$1,000.00	\$1,500.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,800.00	\$1,940.00	\$3,400.00
21	ADJUST MONUMENT COVER TO GRADE	26	EA	\$1,800.00	\$46,800.00	\$1,200.00	\$31,200.00	\$28,600.00	\$24,570.00	\$28,600.00	\$27,300.00	\$31,200.00	\$28,600.00	\$20,800.00	\$23,322.00	\$28,600.00	\$36,400.00
22	ADJUST WATER VALVE COVER TO GRADE	79	EA	\$1,500.00	\$118,500.00	\$1,100.00	\$86,900.00	\$86,900.00	\$58,065.00	\$86,900.00	\$82,950.00	\$94,800.00	\$86,900.00	\$63,200.00	\$70,863.00	\$86,900.00	\$110,600.00
23	ADJUST GAS VALVE COVER TO GRADE	2	EA	\$1,500.00	\$3,000.00	\$1,100.00	\$2,200.00	\$2,200.00	\$1,470.00	\$2,200.00	\$2,100.00	\$2,400.00	\$2,200.00	\$1,600.00	\$2,400.00	\$2,200.00	\$2,800.00
24	ADJUST FLUSHING INLET COVER TO GRADE	1	EA	\$1,500.00	\$1,500.00	\$1,900.00	\$1,900.00	\$1,400.00	\$1,575.00	\$1,400.00	\$1,050.00	\$1,600.00	\$1,400.00	\$1,000.00	\$1,200.00	\$1,400.00	\$1,800.00
25	ADJUST STORM SEWER MANHOLE FRAME AND COVER TO GRADE	39	EA	\$2,000.00	\$78,000.00	\$1,500.00	\$58,500.00	\$54,600.00	\$49,140.00	\$54,600.00	\$62,400.00	\$62,400.00	\$54,600.00	\$46,800.00	\$38,220.00	\$54,600.00	\$70,200.00
26	ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO GRADE	20	EA	\$2,000.00	\$40,000.00	\$1,500.00	\$30,000.00	\$28,000.00	\$25,200.00	\$28,000.00	\$32,000.00	\$32,000.00	\$28,000.00	\$24,000.00	\$19,600.00	\$28,000.00	\$36,000.00
27	ADJUST WATER MANHOLE FRAME AND COVER TO GRADE	2	EA	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$2,800.00	\$1,890.00	\$2,800.00	\$3,200.00	\$3,200.00	\$2,800.00	\$3,000.00	\$2,400.00	\$2,800.00	\$3,600.00

28	ADJUST STORM DRAIN DRAINAGE INLET TO GRADE	7	EA	\$6,000.00	\$42,000.00	\$1,500.00	\$10,500.00	\$24,500.00	\$11,025.00	\$25,900.00	\$10,500.00	\$12,250.00	\$10,500.00	\$77,000.00	\$12,110.00	\$33,600.00	\$11,200.00
29	TRAFFIC LINE - DETAIL 2	2,340	LF	\$3.00	\$7,020.00	\$1.75	\$4,095.00	\$3,978.00	\$4,188.60	\$2,925.00	\$2,925.00	\$4,680.00	\$3,987.00	\$4,446.00	\$93,360.00	\$3,978.00	\$3,276.00
30	TRAFFIC LINE - DETAIL 9	2,600	LF	\$3.00	\$7,800.00	\$1.70	\$4,420.00	\$4,420.00	\$4,654.00	\$3,250.00	\$3,250.00	\$5,200.00	\$4,420.00	\$4,940.00	\$10,400.00	\$4,420.00	\$3,640.00
31	TRAFFIC LINE - DETAIL 22	2,820	LF	\$6.00	\$16,920.00	\$3.75	\$10,575.00	\$10,575.00	\$11,110.80	\$9,870.00	\$9,870.00	\$12,126.00	\$10,575.00	\$11,280.00	\$14,100.00	\$10,757.00	\$11,280.00
32	TRAFFIC LINE - DETAIL 25	100	LF	\$3.00	\$300.00	\$1.90	\$190.00	\$190.00	\$200.00	\$225.00	\$225.00	\$220.00	\$190.00	\$210.00	\$400.00	\$190.00	\$250.00
33	TRAFFIC LINE - DETAIL 27b	6,620	LF	\$2.50	\$16,550.00	\$1.75	\$11,585.00	\$11,585.00	\$12,180.80	\$13,240.00	\$13,240.00	\$13,240.00	\$11,585.00	\$12,578.00	\$14,233.00	\$11,585.00	\$13,240.00
34	TRAFFIC LINE - DETAIL 29	635	LF	\$11.00	\$6,985.00	\$7.40	\$4,699.00	\$4,603.75	\$4,832.35	\$4,445.00	\$4,445.00	\$5,080.00	\$4,603.75	\$5,080.00	\$6,350.00	\$5,080.00	\$5,080.00
35	TRAFFIC LINE - DETAIL 32	1,000	LF	\$11.00	\$11,000.00	\$7.00	\$7,000.00	\$7,000.00	\$7,350.00	\$6,000.00	\$6,000.00	\$8,000.00	\$7,000.00	\$8,000.00	\$10,000.00	\$7,000.00	\$8,000.00
36	TRAFFIC LINE - DETAIL 38	500	LF	\$4.00	\$2,000.00	\$2.50	\$1,250.00	\$1,250.00	\$1,315.00	\$1,500.00	\$1,500.00	\$1,400.00	\$1,250.00	\$1,375.00	\$1,750.00	\$1,250.00	\$1,500.00
37	TRAFFIC LINE - DETAIL 39	3,230	LF	\$2.50	\$8,075.00	\$1.80	\$5,814.00	\$5,652.50	\$5,943.20	\$6,460.00	\$6,460.00	\$6,460.00	\$5,652.50	\$6,460.00	\$6,783.00	\$6,460.00	\$8,075.00
38	TRAFFIC LINE - DETAIL 39a	925	LF	\$2.50	\$2,312.50	\$1.80	\$1,665.00	\$1,618.75	\$1,702.00	\$1,850.00	\$1,850.00	\$1,850.00	\$1,618.75	\$1,850.00	\$1,942.50	\$1,850.00	\$1,850.00
39	PAVEMENT MARKINGS (ARROWS, SYMBOLS, WORDS, CROSSWALK, LIMIT LINE)	11,900	SF	\$6.00	\$71,400.00	\$8.50	\$101,150.00	\$101,150.00	\$106,267.00	\$142,800.00	\$142,800.00	\$107,100.00	\$101,150.00	\$107,100.00	\$130,900.00	\$101,150.00	\$113,050.00
40	RED CURB PAINT (TWO COATS)	1,380	LF	\$4.00	\$5,520.00	\$11.00	\$15,180.00	\$15,180.00	\$15,939.00	\$5,520.00	\$5,520.00	\$16,560.00	\$15,180.00	\$16,560.00	\$6,900.00	\$15,180.00	\$6,210.00
41	GREEN BIKE LANE MARKING	2,450	SF	\$15.00	\$36,750.00	\$11.30	\$27,685.00	\$27,562.50	\$28,934.50	\$31,850.00	\$31,850.00	\$29,400.00	\$27,562.50	\$29,400.00	\$26,950.00	\$29,400.00	\$33,525.00
42	DIAGONAL BUFFER	1450	LF	\$5.00	\$7,250.00	\$4.00	\$5,800.00	\$5,800.00	\$6,090.00	\$8,700.00	\$8,700.00	\$6,670.00	\$5,800.00	\$7,250.00	\$15,950.00	\$5,800.00	\$6,525.00
43	REMOVE AND REPLACE PAVEMENT SIGN	4	EA	\$600.00	\$2,400.00	\$700.00	\$2,800.00	\$2,800.00	\$2,940.00	\$2,600.00	\$2,600.00	\$3,200.00	\$2,800.00	\$3,200.00	\$1,800.00	\$2,800.00	\$3,100.00
44	RELOCATE/ RESET ROADWAY SIGN	6	EA	\$700.00	\$4,200.00	\$420.00	\$2,520.00	\$2,520.00	\$2,646.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,520.00	\$3,000.00	\$10,800.00	\$2,520.00	\$2,790.00
45	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$3,000.00	\$2,730.00	\$7,000.00	\$4,175.78	\$5,800.00	\$12,000.00	\$15,000.00	\$6,000.00	\$12,400.00	\$10,000.00
46	TRAFFIC SIGNAL MODIFICATION (YELLOWSTONE AVE AND S. PARK VICTORIA DR)	1	LS	\$100,000.00	\$100,000.00	\$106,000.00	\$106,000.00	\$103,525.00	\$104,816.25	\$99,825.00	\$103,525.00	\$115,000.00	\$103,525.00	\$104,000.00	\$113,525.00	\$99,825.00	\$114,000.00
47	TRAFFIC SIGNAL MODIFICATION (S. PARK VICTORIA DR AND YOSEMITE DR)	1	LS	\$115,000.00	\$115,000.00	\$114,000.00	\$114,000.00	\$114,750.00	\$116,760.00	\$111,200.00	\$114,750.00	\$130,000.00	\$114,750.00	\$115,000.00	\$124,750.00	\$11,200.00	\$126,300.00
48	TRAFFIC SIGNAL MODIFICATION (YELLOWSTONE AVE AND WESTRIDGE DR)	1	LS	\$135,000.00	\$135,000.00	\$116,000.00	\$116,000.00	\$126,850.00	\$126,945.00	\$120,900.00	\$126,850.00	\$145,000.00	\$126,850.00	\$127,000.00	\$136,850.00	\$120,900.00	\$140,000.00
49	TRAFFIC SIGNAL MODIFICATION (YELLOWSTONE AVE AND LANDESS AVE)	1	LS	\$70,000.00	\$70,000.00	\$50,000.00	\$50,000.00	\$54,325.00	\$50,400.00	\$48,000.00	\$54,325.00	\$60,000.00	\$54,325.00	\$55,000.00	\$59,325.00	\$48,000.00	\$59,800.00
50	TRAFFIC SIGNAL MODIFICATION (S. PARK VICTORIA DR AND LANDESS AVE)	1	LS	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,200.00	\$47,040.00	\$44,800.00	\$40,200.00	\$45,000.00	\$40,200.00	\$41,000.00	\$44,200.00	\$44,800.00	\$44,300.00
51	TRAFFIC SIGNAL MODIFICATION (LANDESS AVE AND CLEAR LAKE AVENUE/TREEWOOD LANE)	1	LS	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00	\$47,365.00	\$49,875.00	\$47,500.00	\$47,365.00	\$54,000.00	\$47,365.00	\$48,000.00	\$53,065.00	\$47,500.00	\$52,150.00
52	TRAFFIC SIGNAL MODIFICATION (S. PARK VICTORIA DR AND BIG BASIN DR)	1	LS	\$105,000.00	\$105,000.00	\$95,000.00	\$95,000.00	\$106,710.00	\$106,470.00	\$101,400.00	\$106,710.00	\$120,000.00	\$106,710.00	\$107,000.00	\$116,710.00	\$101,400.00	\$117,500.00
53	ROADSIDE SIGN LIGHTING SYSTEM	1	LS	\$60,000.00	\$60,000.00	\$82,000.00	\$82,000.00	\$58,100.00	\$60,585.00	\$57,700.00	\$58,100.00	\$65,000.00	\$58,100.00	\$58,000.00	\$62,100.00	\$57,700.00	\$64,000.00
54	RAPAR SPEED FEEDBACK SIGN SYSTEMS	1	LS	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00	\$26,500.00	\$18,742.50	\$17,850.00	\$26,500.00	\$30,000.00	\$26,500.00	\$27,000.00	\$28,500.00	\$17,850.00	\$29,200.00
	BASE CONTRACT WORK				\$4,480,447.50		\$3,377,338.00	\$3,417,896.60	\$3,512,836.40	\$3,555,555.00	\$3,746,578.48	\$3,765,441.00 *	\$3,779,722.40	\$3,889,148.00	\$3,979,866.00 *	\$4,351,138.00 *	\$4,396,863.00*

*NOTE: TOTAL AMOUNT WAS MATHMATICALLY CORRECTED BY CITY

				Apparent Low Bidder													
				Unit Cost (Eng Est)	Engineer's Estimate	DeSilva Gates		MCK Services, Inc.	Radius Earthwork, Inc.	McGuire and Hester	Bay Cities Paving & Grading, Inc.	Interstate Grading & Paving, Inc.	McKim Corporation	O'Grady Paving, Inc.	Cato's General Engineering Inc	Precision Grade	Joseph J Albanese Inc
Item	DESCRIPTION	QTY	UNIT			Unit Price	Item Total										
	BID ALTERNATE 1																
1	MOBILIZATION (5% Max)	1	LS	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00	\$10,000.00	\$6,510.00	\$10,000.00	\$2,000.00	\$10,000.00	\$8,700.00	\$5,000.00	\$11,900.00	\$11,000.00	\$12,000.00
2	TRAFFIC CONTROL (10% Max)	1	LS	\$15,000.00	\$15,000.00	\$23,000.00	\$23,000.00	\$20,000.00	\$12,967.50	\$25,000.00	\$15,746.21	\$23,000.00	\$19,950.00	\$25,000.00	\$23,000.00	\$22,000.00	\$20,000.00
3	HOT MIX ASPHALT (TYPE A) - 3", 6"	730	TON	\$145.00	\$105,850.00	\$175.00	\$127,750.00	\$125,231.50	\$103,024.90	\$160,600.00	\$123,574.40	\$91,250.00	\$156,440.00	\$164,250.00	\$131,400.00	\$138,700.00	\$124,100.00
4	ASPHALT CONCRETE GRINDING - 3"	3,240	SY	\$6.00	\$19,440.00	\$13.00	\$42,120.00	\$23,328.00	\$142,800.00	\$32,400.00	\$34,700.40	\$64,800.00	\$31,655.00	\$42,120.00	\$17,496.00	\$25,920.00	\$35,640.00
5	ASPHALT CONCRETE GRINDING - 6"	570	SY	\$12.00	\$6,840.00	\$35.00	\$19,950.00	\$13,110.00	\$115,500.00	\$14,250.00	\$7,774.80	\$19,950.00	\$14,655.00	\$14,820.00	\$6,156.00	\$5,700.00	\$15,390.00
6	ADJUST WATER VALVE COVER TO GRADE	3	EA	\$1,500.00	\$4,500.00	\$1,300.00	\$3,900.00	\$3,900.00	\$2,205.00	\$4,485.00	\$3,150.00	\$4,500.00	\$7,500.00	\$2,400.00	\$2,691.00	\$3,900.00	\$5,400.00
7	ADJUST STORM SEWER MANHOLE FRAME AND COVER TO GRADE	3	EA	\$2,000.00	\$6,000.00	\$1,500.00	\$4,500.00	\$4,800.00	\$3,780.00	\$5,520.00	\$4,800.00	\$5,400.00	\$7,500.00	\$3,000.00	\$2,940.00	\$4,800.00	\$5,400.00
8	TRAFFIC LINES AND PAVEMENT MARKINGS (WORDS, CROSSWALK)	1	LS	\$6,000.00	\$6,000.00	\$20,000.00	\$20,000.00	\$22,500.00	\$20,842.50	\$22,828.00	\$12,750.00	\$27,900.00	\$20,000.00	\$30,000.00	\$45,000.00	\$19,850.00	\$20,000.00
	BID ALTERNATE CONTRACT WORK				\$171,630.00		\$253,220.00	\$222,869.50	\$407,629.90	\$275,083.00	\$204,495.81	\$246,800.00	\$266,400.00	\$286,590.00	\$240,583.00	\$231,870.00	\$237,930.00

List of Sub-Contractors												
Description		DeSilva Gates	MCK Services, Inc.	Radius Earthwork, Inc.	McGuire and Hester	Bay Cities Paving & Grading, Inc.	Interstate Grading & Paving, Inc.	McKim Corporation	O'Grady Paving, Inc.	Cato's General Engineering Inc	Precision Grade	Joseph J Albanese Inc
Adjust Iron/Utility Adjustments		TDW Construction	JCC, Inc		JCC, Inc	D's General Engineering	JCC, Inc	JCC, Inc			Johnson Construction Company/ JCC, Inc	Johnson Construction Company
Minor Concrete		Spenco Construction Inc	JD Partners Concrete	Spenco Construction Inc	Rosas Brothers	Spenco Construction Inc	Spenco Construction Inc		Spenco Construction Inc			
Crack Seal/Slurry Seal		Union Pavement Services Inc/Union Pavement Services Inc	Union Pavement Services	Union Pavement Services	Graham Contractors/ American Pavement System TOC	Union Pavement Services	Union Pavement Services	Union Pavement Services	Union Pavement Services		Union Pavement Services	Pavement Coatings Co
Electrical		Rays Electric	Bear Electrical Solutions	Columbia Electric Inc	Bear Electrical Solutions	Bear Electrical Solutions	Bear Electrical Solutions	Bear Electrical Solutions	BES	Bear Electrical Solutions	Columbia Electric Inc	Bear Electrical Solutions
Paving Fabric		Kents Oil Services dba Pacific Northwest Oil						Pacific Northwest Oil				
Striping & Signs		Chrisp Company	Chrisp Company	Chrisp Company	Chrisp Company	Sierra Traffic Markings	Chrisp Company	Chrisp Company	Chrisp Company		Chrisp Company	Chrisp Company
Construction Survey			Cunha Survey				Cunha Survey	Mike O' Dell Surveys	MUE		Mike O' Dell Surveys	
Tack Coat				Cunha Survey				Reed and Graham			Pacific Northwest Oil	
Prepare WPCP								Tully Group				
Paving Fabric & Oil			Pacific Northwest Oil		Pacific Northwest Oil	Pacific Northwest Oil	Pacific Northwest Oil	Pacific Northwest Oil	Pacific Northwest Oil		Pacific Northwest Oil	Pacific Northwest Oil
Milling/Cut				Anrak Corporation	Anrak Corporation	Anrak Corporation						
Traffic Control				DR Traffic Control								
On/off haul			Mercado Transportation									

NOTICE OF INTENT TO AWARD CONTRACT

Department of Public Works



Project Name: Street Resurfacing Project 2026, CIP No. 4307
City Project Number: 3426,3440,4283,4295,4300,4307
Bid Opening Date: April 8, 2026 (2:00 PM)
NOIA Posting Date: April 13, 2026
Project Manager: Mohit Chaudhary, P.E.
NOIA Posting Location: [Addenda & Notices](#)

On April 8, 2026, the City of Milpitas (City) held a bid opening for the **Street Resurfacing Project 2026, CIP No 4307 ("Project")**. The City intends to award contraction contract to **DeSilva Gates Construction LLC**, the lowest bidder submitting a responsive bidder, at the May 05, 2026, City Council Meeting for the Project.

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 4

Construction Change Order Policy for the Street Resurfacing Project 2026, CIP Nos. 3426, 3440, 4283, and 4307

2007 City Council Approved Construction Change Order Policy

<u>Construction Award Award Amount</u>	<u>Individual Administrative Change Order Authority</u>	<u>Cumulative Change Order Authority</u>
Under \$50,000	\$5,000	\$7,500
Over \$50,000	10% of Award or \$25,000 whichever is smaller	15% of Award or \$100,000 whichever is smaller

Street Resurfacing Project Street Resurfacing Project 2026, CIP Nos. 3426, 3440, 4283, and 4307

<u>Contract Award Amount</u>	<u>Individual Administrative Change Order Authority</u>	<u>Cumulative Change Order Authority</u>
\$3,630,558.00	N/A	\$545,000 (15%)

RESOLUTION NO. 9449

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING SUBMITTAL OF GRANT APPLICATIONS TO THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY UNDER THE RUBBERIZED PAVEMENT GRANT PROGRAM (CALRECYCLE); AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE GRANT FUNDING AGREEMENTS WITH CALRECYCLE AND APPROPRIATE AWARDED FUNDS INTO THE STREET RESURFACING PROGRAM FOR FIVE FISCAL YEARS

WHEREAS, California Public Resources Code 48000 et seq. authorizes the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs in furtherance of the State of California's efforts to reduce, recycle and reuse solid waste generated in the state preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the grant programs; and

WHEREAS, CalRecycle Grant Application procedures require an Applicant's governing body to authorize by resolution its approval for submittal of the Grant Application(s) identified below, and the designation by job title of the individual authorized to execute all Grant documents on behalf of City of Milpitas; and

WHEREAS, if awarded, the City of Milpitas will enter into a Grant Agreement with CalRecycle for implementation of said Grant(s).

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 to submit an application to CalRecycle for the Rubberized Pavement Grant Program for the next five fiscal years.
3. The City Manager, or designee, is hereby authorized and empowered as Signature Authority in the name of the City of Milpitas to submit applications to CalRecycle for the Rubberized Pavement Grant Program.
4. This authorization is effective for five fiscal years, commencing with fiscal year 2025/26 and terminating at the end of fiscal year 2029/30, or, until rescinded by the Signature Authority or this governing body.
5. The City Manager, or designee, is authorized and empowered to execute in the name of the City of Milpitas all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant projects.

PASSED AND ADOPTED this 2nd day of September, 2025 by the following vote:

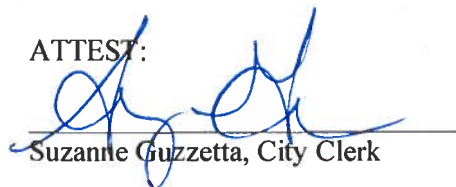
AYES: (5) Mayor Montano, Vice Mayor Barbadillo, Councilmembers Chua, Lam, and Lien.

NOES: (0) None

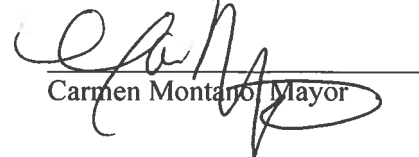
ABSENT: (0) None

ABSTAIN: (0) None

ATTEST:


Suzanne Guzzetta, City Clerk

APPROVED:


Carmen Montano, Mayor

APPROVED AS TO FORM:


Christopher Creech, Acting City Attorney

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	To (Debit)		From (Credit)	
	Account	Amount	Account	Amount
Check one: ☒ Budget Appropriation ☐ Budget Transfer	CP4300	\$375,000	Grant Fund	\$375,000

BACKGROUND:

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

The workplan for Street Resurfacing Project 2026, CIP Nos. 3426, 3440, 4283, and 4307 ("Project") is included in the adopted FY2026-2030 Capital Improvement Program. The Project provides for the design and construction of asphalt concrete improvements consisting of grind and overlay, crack and slurry sealing, and spot repairs; concrete improvements consisting of repairs to curb, gutter, and sidewalk, and curb ramp replacements to comply with Americans with Disabilities Act; enhance pedestrian safety along the roadways and at signalize/unsignalized intersections; modernize and upgrade equipment at seven traffic signal intersections; upgrade bike lane facilities; and reinstallation of striping and pavement delineation. As part of the accepted workplan, the Project included the following streets as the base bid:

- Yellowstone Avenue from S. Park Victoria Drive to Landess Avenue;
- S. Park Victoria Drive from Yosemite Drive to Yellowstone Avenue;
- Acadia Avenue, Big Basin Drive, Glacier Avenue, Lassen Avenue, Olympic Drive, Platt Avenue and Court, and Saratoga Avenue.

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

- Alternative 1: Base repairs along S. Park Victoria Dr. from E. Calaveras Blvd. to Yosemite Drive, and Yellowstone Avenue to Landess Avenue.

ANALYSIS:

The Project was advertised on the City's eProcurement system, OpenGov Procurement, and digital construction trade publications on March 13, 2026, and in the Milpitas Post on March 13, and March 20, 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. The Project was also posted at Milpitas City Hall, Sports Center, and Senior Center per City Council direction and Government Code section 36933. The bid opening was held on April 08, 2026, and eleven (11) sealed bids were received with the price range for the base bid from \$3,377,338 to \$4,396,863. The apparent lowest bidder was DeSilva Gates Construction, LLC, submitting a base bid in the amount of \$3,377,338. The Council's agenda packet includes detailed information about the Project's Plan and Specifications (**Attachment B**); and the Engineer's Construction Estimate and the Bid Results for the Project's base bid and alternative bid item (**Attachment C**). The Summary of Bid Results is as follows:

Bidder	Base Bid	Bid Alternate No. 1
Engineer's Estimate	\$4,480,447.50	\$171,630.00
DeSilva Gates Construction LLC	\$3,377,338.00	\$253,220.00
MCK Services, Inc.	\$3,417,896.60	\$222,869.50
Radius Earthwork, Inc.	\$3,512,836.40	\$407,629.90
McGuire and Hester	\$3,555,555.00	\$275,083.00
Bay Cities Paving and Grading, Inc.	\$3,746,578.48	\$204,495.81
Interstate Grading and Paving, Inc.	\$3,765,441.00	\$246,800.00
McKim Corporation	\$3,779,722.40	\$266,400.00
O'Grady Paving, Inc.	\$3,889,148.00	\$286,590.00
Cato's General Engineering, Inc.	\$3,979,866.00	\$240,583.00
Precision Grade, Inc.	\$4,351,138.00	\$231,870.00
Joseph J Albanese, Inc.	\$4,396,863.00	\$237,930.00

The bid pricing received varies between 2% to 25% under the Engineer's Construction Estimate. The variation is likely due to various factors such as, but not limited to, favorable construction market, timing of the bid posting, contractor's work schedule, an increase in competition amongst contractors, contractors self-performing work instead of using subcontractors, the economy scale of the Project, and/or reduced cost in material and labor.

Staff reviewed the bid proposal submitted by DeSilva Gates Construction, LLC, the apparent lowest bidder, and found their bid proposal to be responsive. The Notice of Intent to Award Contract (**Attachment D**) to DeSilva Gates Construction, LLC, was posted on OpenGov Procurement and no bid protests were filed with the City. Staff recommend awarding a construction contract in the base bid amount of \$ 3,377,338 plus alternate bid item no. 1 in the amount of \$253,220 for the total amount of \$3,630,558 to DeSilva Gates Construction, LLC, 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 \$545,000 which is approximately 15% of the total contract value. As previously approved for the successful completion of recent projects with tight completion schedules, staff requesting the use of the same change order policy used for previous projects (**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/PROGRAM SCHEDULE:

Upon City Council adoption of the Resolution (**Attachment A**), construction is anticipated to start in June/July and be completed by the Fall.

BUDGET AMENDMENT FOR STREET RESURFACING PROJECT FY 2025-26, CIP NO. 4300

The Rubberized Pavement Grant Program established by the California Department of Resources Recycling and Recovery (CalRecycle Grant) provides grant funding to local agencies that use rubberized material for hot mix asphalt concrete and chip seal projects. The CalRecycle Grant Program aims to repurpose waste tires to reduce the environmental impacts of waste tire disposal and stockpiling generated in California. CalRecycle provides grant funding up to \$375,000 for an individual application that utilizes at least 2,000 tons of Rubberized Asphalt Concrete (RAC) or 40,000 square yards of Rubberized Chip Seal (RSC) for a project.

On September 02, 2025, City Council adopted Resolution No. 9449 (**Attachment F**) that authorizes the City Manager, or designee, to submit an application to CalRecycle for the Rubberized Pavement Grant Program and execute all documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant projects for the next five fiscal years. On September 11, 2025, staff applied for the FY 2025-26 cycle in the amount of \$375,000 to install approximate 12,500 tons rubberized asphalt concrete on Dempsey Road, Great Mall Parkway, and/or Yellowstone Ave. for the Street Resurfacing Projects in 2026. CalRecycle awarded \$375,000 to the City on January 16, 2026, and staff recommend appropriating these funds into Street Resurfacing Project FY2025-26, CIP No. 4300.

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

Project No. 4300	Current Adopted Budget	Proposed Budget Increase/(Decrease)	Proposed Budget Total
SB1 RMRA	\$2,333,311.50	-	\$2,333,311.50
Measure B	\$2,097,562	-	\$2,097,562
Vehicle Registration Fee	\$539.502	-	\$539.502
Grant Fund (CalRecycle)	-	\$375,000	\$375,000
Total	\$4,970,375	\$375,000	\$5,345,375

POLICY ALTERNATIVE(S):

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

Pros: None.

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

Reason for Not Recommending: The Project would need to be re-advertised, resulting in a minimum six-month delay and causing it to miss the ideal construction season. A postponement would push the Project to be constructed into the rainy season, which could potentially increase total construction costs. In addition, not completing the Project this summer may adversely impact the City's overall PCI rating.

Alternative 2: Do not approve the Budget Amendment for the Street Resurfacing Project FY2025-26, CIP No. 4300.

Pros: None.

Cons: Not approving the Budget Amendment, the City will not be able to request funding of \$375,000 from CalRecycle to support Street Resurfacing Program.

Reason for Not Recommending: The Street Resurfacing Program is essential to ensuring long-term pavement performance throughout the city and maintaining the City's goal of PCI rating 70. Not approving the budget amendment would miss an opportunity to increase the annual project budget that would be used to extend street maintenance efforts in future fiscal years.

FISCAL IMPACT:

The Project will be funded by various CIP projects, including Nos. 3426, 3440, 4283, and 4307, to complete the work. Adequate funds are available across all CIP projects, and no additional funding is required. In summary, CIP Project No. 3426 will fund concrete work along Yellowstone Avenue and South Park Victoria Drive; CIP Project No. 3440 will fund the traffic signal modification along Yellowstone Avenue and South Park Victoria Drive; CIP Project No. 4283 will fund curb ramp replacements and portion of pedestrian striping and delineation; CIP Project No. 4307 will fund asphalt, and striping improvements on Yellowstone Avenue, South Park Victoria Drive, and its neighborhood streets. The allocation of the funding from various CIP projects are summarized as follows:

Project CIP Number	Project Funding Allocation	Uncommitted Balance as of April 15, 2026
Project No. 3426	\$200,000	\$1,681,000
Project No. 3440	\$561,000	\$1,227,000
Project No. 4283	\$340,000	\$340,000
Project No. 4307	\$2,530,338	\$4,420,000
Total Funding Allocation	\$3,630,558	\$7,668,000

Summary of Estimated Construction Cost:

Base Bid	\$3,377,338
Bid Alternative No. 1	\$253,220
15% Contingency	\$545,000
Total	\$4,175,558

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The Project consists of the repair and maintenance of existing public streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities as it involves negligible or no expansion of existing use, which is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301. The Notice of Exemption was filed with the County of Santa Clara on March 18, 2026.

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
- (f) Resolution No. 9449
- (g) Budget Change Form

☐ Check if City Council Approval required.

Meeting:

Requested by:	Department Head:	Date:
Reviewed by:	Finance Staff:	Date:
Approved by:	Budget Manager:	Date:

Date approved by City Council, if required:

Confirmed by:

FI/24786/V

Form 30-222 (Rev. 1/92)



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Designating Street Resurfacing Project 2026-27, CIP No. 4308 to be Partially Funded by California Senate Bill 1 – The Road Repair and Accountability Act of 2017 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	5/5/2026
Recommendation:	Adopt a resolution designating Street Resurfacing Project 2026-27, CIP No. 4308 to be partially funded by California Senate Bill 1 – The Road Repair and Accountability Act of 2017.

BACKGROUND:

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

California Senate Bill 1 – The Road Repair and Accountability Act of 2017 (SB1-RMRA), was signed into law by the Governor in April 2017 to address significant statewide transportation funding shortfalls. The distribution of SB1-RMRA funding to local jurisdictions for road maintenance is based on a population formula. The City of Milpitas is estimated to receive \$2,298,414 in funding for fiscal year 2026-2027, which begins on July 1, 2026.

ANALYSIS:

As part of the SB1-RMRA program, the California Transportation Commission requires the City of Milpitas to submit an adopted Resolution specifying project(s) that are designated to be funded by SB1-RMRA funding no later than July 1, 2026. Street Resurfacing Project 2026-27, CIP No. 4308 ("Project") with a project budget of \$4.4 million funded by Measure B, SB1-RMRA, State Gas Tax and/or Vehicle Registration Fees is included in tonight's proposed 2027-2031 Capital Improvement Program for the design and construction of the following anticipated streets (Attachment A):

- Hillview Drive Neighborhood (between Paseo Refugio Drive to Tramway Drive):
 - Alcosta Drive, Anacapa Court, Canada Drive, Las Lomas Drive, Los Positos Drive, Pacheco Drive, Tassajara Road, Terra Bella Drive, and Valencia Drive
- Peter Gil Park Neighborhood:
 - Aberdeen Way/Court, Angus Drive, Clyde Court, Dundee Avenue, Glasgow Court, Loch Lomond Court, Los Pinos Avenue, Paseo Refugio Drive, Santa Rita Drive from Tramway Drive to Paseo Refugio Drive, Shelley Court, Shetland Court and Troon Court
- Park Victoria Neighborhood (Between Park View Drive to Ayer Street):
 - Ayer Street, Park Brook Court, Park Glen Court, Park Grove Drive, Park Heights Drive, Park Hill Drive, Park Oak Court, Park View Drive, and Park Willow Court
- South Park Victoria Drive from Calaveras Blvd. to Yosemite Drive and Yellowstone Avenue to Landess Avenue
- Yosemite Drive from Sequoia Drive to Piedmont Road including Bryce Court and Zion Court
- Cervantez Court, Camarillo Court, and Fox Hollow Court

Staff recommends the City Council adopt a Resolution (Attachment B) designating the Project to be partially funded by SB1-RMRA in the estimated amount of \$2,298,414 in fiscal year 2026-2027.

PROJECT SCHEDULE/KEY MILESTONES

Upon City Council adoption of the Resolution, staff will submit it to CTC for approval by July 1, 2026. Design is anticipated to begin in summer 2026 and construction is anticipated to commence in spring of 2027 and completed by fall of 2027.

POLICY ALTERNATIVE(S):

Alternative 1: Do not adopt a Resolution designating the Project to be funded by SB1-RMRA as required by CTC.

Pros: None.

Cons: Delaying the adoption of the Resolution will put the City at risk of losing the State allocation of the SB1-RMRA funding to maintain a minimum of a PCI rating of 70.

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

FISCAL IMPACT:

The receipt of annual SB1-RMRA funding for use in the City's pavement maintenance program is needed to help offset the costs and will reduce the need for funding from other sources such as the General Fund. It is anticipated the City will receive \$2,298,414 in funding for the Project.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

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

ATTACHMENT(S):

- (a) Project Locations Map
- (b) Resolution

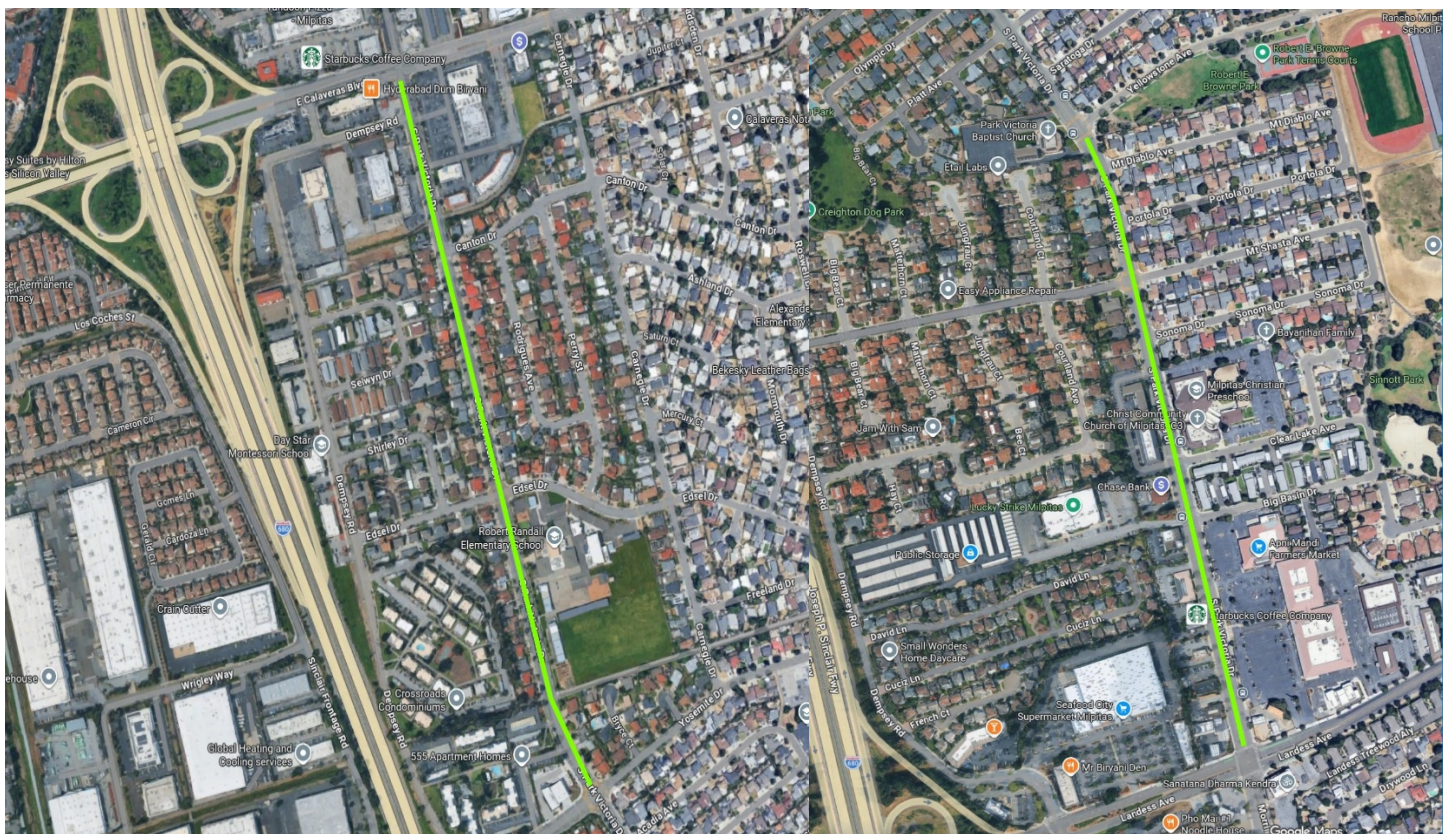
Project Locations Map

Street Resurfacing Project 2026-27, CIP No. 4308

- Hillview Drive Neighborhood (between Paseo Refugio Drive to Tramway Drive):
 - Alcosta Drive, Anacapa Court, Canada Drive, Las Lomas Drive, Los Positos Drive, Pacheco Drive, Tassajara Road, Terra Bella Drive, and Valencia Drive
- Peter Gil Park Neighborhood:
 - Aberdeen Way/Court, Angus Drive, Clyde Court, Dundee Avenue, Glasgow Court, Loch Lomond Court, Los Pinos Avenue, Paseo Refugio Drive, Santa Rita Drive from Tramway Drive to Paseo Refugio Drive, Shelley Court, Shetland Court, and Troon Court
- Park Victoria Neighborhood (Between Park View Drive to Ayer Street):
 - Ayer Street, Park Brook Court, Park Glen Court, Park Grove Drive, Park Heights Drive, Park Hill Drive, Park Oak Court, Park View Drive, and Park Willow Court
- South Park Victoria Drive from Calaveras Blvd. to Yosemite Drive and Yellowstone Avenue to Landess Avenue.
- Yosemite Drive from Sequoia Drive to Piedmont Road including Bryce Court and Zion Court
- Cervantez Court, Camarillo Court, and Fox Hollow Court

(Streets highlighted in Turquoise)





RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS
DESIGNATING STREET RESURFACING PROJECT 2026-27, CIP NO. 4308 TO BE
FUNDED BY SENATE BILL 1 – THE ROAD REPAIR AND ACCOUNTABILITY ACT OF
2017 FOR FISCAL YEAR 2026-27**

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

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

WHEREAS, the City of Milpitas must adopt by resolution a list of projects proposed to receive fiscal year funding from the RMRA, created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Milpitas will receive an estimated \$2,298,414.00 in SB1-RMRA funding in Fiscal Year 2026-27; and

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

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

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

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

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City of Milpitas road system is in a "good" condition, and this revenue will help maintain and improve the condition and the quality of the City road system; and

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

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

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

2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2026-27 Senate Bill 1 - Road Maintenance and Rehabilitation Account revenues:

Project Title: Street Resurfacing Project 2026-2027, CIP No. 4308

Project Description: The Project provides for the design and construction of asphalt concrete improvements consisting of grind and overlay, cape, crack and slurry sealing, and spot repairs; concrete improvements consisting of repairs to curb, gutter, and sidewalk, and curb ramp replacements to comply with Americans with Disabilities Act; enhance pedestrian safety along the roadways and at signalized/unsignalized intersections; upgrade bike lane facilities; and reinstallation of striping and pavement delineation.

Project Location:

- Hillview Drive Neighborhood (between Paseo Refugio Drive to Tramway Drive):
 - Alcosta Drive, Anacapa Court, Canada Drive, Las Lomas Drive, Los Positos Drive, Pacheco Drive, Tassajara Road, Terra Bella Drive, and Valencia Drive
- Peter Gil Park Neighborhood:
 - Aberdeen Way/Court, Angus Drive, Clyde Court, Dundee Avenue, Glasgow Court, Loch Lomond Court, Los Pinos Avenue, Paseo Refugio Drive, Santa Rita Drive from Tram Driveway to Paseo Refugio Drive, Shelley Court, Shetland Court and Troon Court
- Park Victoria Neighborhood (Between Park View Drive to Ayer Street):
 - Ayer Street, Park Brook Court, Park Glen Court, Park Grove Drive, Park Heights Drive, Park Hill Drive, Park Oak Court, Park View Drive, and Park Willow Court
- South Park Victoria Drive from Calaveras Blvd. to Yosemite Drive and Yellowstone Avenue to Landess Avenue
- Yosemite Drive from Sequoia Drive to Piedmont Road including Bryce Court and Zion Court
- Cervantez Court, Camarillo Court, and Fox Hollow Court

Estimated Project Schedule: Commence by July 2026 and complete by December 2028 based on the component being funded with RMRA funds.

Estimated Project Useful Life: 7-10 years

PASSED AND ADOPTED this 5th day of May, 2026 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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Conduct a Public Hearing and Adopt a Resolution Approving the Proposed 2027-2031 Capital Improvement Program (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602 and Michael Silveira, City Engineer, 408-586-3303)
Category:	Public Hearings-Community Services and Sustainable Infrastructure
Meeting Date:	5/5/2026
Recommendation:	Conduct a public hearing and adopt a resolution approving the FY 2027-2031 Capital Improvement Program.

BACKGROUND:

The City plans and budgets for its capital improvement projects through the annual five-year Capital Improvement Program (CIP). While the funding for projects in the first year of any proposed CIP is appropriated, projects in the subsequent four years may be partially programmed or not programmed at all, based on priorities. The City Council is required to consider and adopt the five-year Capital Improvement Program before June 30, 2026, as part of the annual budget process.

On [February 24, 2026](#), staff presented the Proposed FY 2027-31 CIP, departmental workplans, and referrals to the City Council for review and consideration. On [March 25, 2026](#), the Proposed FY 2027-31 CIP was presented to the Planning Commission which found it to be in conformance with the City's General Plan in accordance with California Government Code Section [65401](#). On [April 6, 2026](#), staff presented the Park Improvements section of the Proposed CIP to the Parks, Recreation, and Cultural Resources Commission for review and consideration and subsequent recommendation for approval to the City Council.

ANALYSIS:

Based on City Council feedback during the Study Session held on February 24, 2026, staff hereby transmits the updated Proposed FY 2027-31 Capital Improvement Program document, and enumerates the changes from the version presented at the Study Session. An electronic copy of the updated Proposed CIP (Attachment B) is included in the Agenda Report.

The following projects reflect changes from the Proposed FY 2027-2031 CIP:

- Funding for the ADA Curb Ramp Transition Program, CIP No. 4283 will remain unchanged but the funding sources will be different. The project will be fully funded by Gas Tax Fund in the amount of \$400,000, instead of allocating \$320,000 from Gas Tax Fund and \$80,000 from TDA (Transportation Development Act) Article 3. The City will receive approximately \$154,000 in TDA Article 3 revenues in FY 2026-27, but staff is proposing to "bank" these funds and only request to release the funding from MTC in FY 2027-28 for bicycle and pedestrian improvement projects.
- Funding for Street Resurfacing Project 2026-27, CIP No. 4308 will be reduced from \$4,816,109 to \$4,566,109 by eliminating the allocation of \$250,000 from the Gas Tax Fund. The project will still be able to be delivered within the remaining available budget.
- Funding request in FY 2026-27 for the San José-Santa Clara Regional Wastewater Facility, CIP No. 6118 will be reduced from \$4,509,000 to \$2,471,000 and funding will be allocated from the Sewer Treatment Fund instead of the Sewer Infrastructure Fund. In addition, the budget amounts in the outyears (FY2028 to FY2031) are adjusted based on the draft Proposed FY 2026-2031 Regional Wastewater Facility Capital Improvement Program received by staff in March 2026.

- Staff is recommending a \$350,000 appropriation from TASP Impact Fees for Metro Water and Recycled Water System Distribution, CIP No. 2019 to reimburse the Parkside West 1 project developer for the water main replacement on Tarob Court.

The updated Proposed FY 2027-2031 CIP totals \$210.2 million in estimated project costs over the next five years with a project funding appropriation for FY 2026-27 in the amount of \$33.7 million, as shown in Table 1 below.

Table 1: Summary of Funding for projects funded in FY 2026-27

Funding Sources	Community	Park	Street	Water	Sewer	Storm Drain	Grand Total
TASP Impact Fees	\$153,900	\$10,900,000	\$0	\$350,000	\$0	\$0	\$11,403,900
Gas Tax Fund	\$0	\$0	\$3,491,180	\$0	\$0	\$0	\$3,491,180
Water Capital Surcharge	\$172,500	\$0	\$0	\$3,225,000	\$0	\$0	\$3,397,500
Grants/ Developer Fees	\$0	\$301,516	\$2,220,620	\$0	\$0	\$0	\$2,522,136
Sewer Treatment Fund	\$0	\$0	\$0	\$0	\$2,471,000	\$0	\$2,471,000
Sewer Infrastructure Fund	\$172,000	\$0	\$0	\$0	\$2,143,000	\$0	\$2,315,000
Measure B	\$0	\$0	\$2,135,109	\$0	\$0	\$0	\$2,135,109
SB1 RMRA	\$0	\$0	\$2,000,000	\$0	\$0	\$0	\$2,000,000
General Gov't CIP Fund	\$1,657,000	\$0	\$0	\$0	\$0	\$0	\$1,657,000
Park Fund	\$0	\$1,100,000	\$0	\$0	\$0	\$0	\$1,100,000
Vehicle Registration Fee	\$0	\$0	\$500,000	\$0	\$0	\$0	\$500,000
Storm Drain General Fund	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
Water Line Extension Fund	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
IT Replacement Fund	\$146,000	\$0	\$0	\$0	\$0	\$0	\$146,000
Public Art Fund	\$55,000	\$0	\$0	\$0	\$0	\$0	\$55,000
Equipment Replacement Fund	\$48,500	\$0	\$0	\$0	\$0	\$0	\$48,500
LLMD	\$0	\$0	\$20,000	\$0	\$0	\$0	\$20,000
Grand Total	\$2,404,900	\$12,301,516	\$10,366,909	\$3,775,000	\$4,614,000	\$300,000	\$33,762,325

Proposed FY 2026-27 Capital Improvement Investments

Table 2: Major projects proposed for FY 2026-27

Project Description	Recommended Funding Amount	Funding Source
Construction of Metro Tango Subdistrict Park	\$10,600,000	TASP Impact Fee
Design and construction for the annual Street Resurfacing Project 2026-27	\$4,566,109	Gas Tax, Measure B, SB1, Vehicle Registration Fees
City's capital contribution to the San José-Santa Clara Regional Wastewater Facility	\$2,471,000	Sewer Treatment Fund
Construction for the 1 st phase of water main upgrades as identified in the Water Master Plan	\$2,005,000	Water Capital Surcharge

Project Description	Recommended Funding Amount	Funding Source
Design and construction for the HSIP-funded Traffic Safety Improvements	\$1,911,800	Grant and Gas Tax
Streetlight, Signage, and Traffic Signal Improvements	\$1,000,000	Gas Tax
Pathway improvements at various Parks	\$1,000,000	Park Fund
Construction for the 1st phase of sewer main upgrades as identified in the Sewer Master Plan	\$730,000	Sewer Infrastructure Fund
Funding for the roadway preservation program	\$700,000	Gas Tax
Funding for the annual sidewalk repair program	\$600,000	Gas Tax
Design and construction for the signal improvements along Main Street	\$500,000	Grant
Installation of Real-Time Monitoring Center	\$325,000	General Gov't CIP
Construction of the large dog park at Delano Manongs	\$301,516	Grant
Design for the replacement of the sport field turf at Delano Manongs	\$300,000	TASP fee
Various repairs, rehabilitation or replacement projects and programs managed by the Information Technology, Planning, Public Works, and Recreation & Community Services Departments	\$6,751,900	TASP fee, General Gov't CIP, Information Technology Replacement, LLMD, Park Fund, Public Art Fund, Sewer Infrastructure Fund; Water Capital Surcharge, Water Line Extension Fund.

Proposed FY 2027-2031 Capital Improvement Program

The proposed FY 2027-2031 CIP in the amount of \$210.2 million is only partially funded; the funding sources identified in the last four years (2028-2031) are based on projected available funding, subject to change annually. The estimated value of infrastructure needing additional, as yet unidentified funding is \$23.2 million over the last four years, representing 11% of the total proposed budget. Projects needing funding in the outyears are mostly for ongoing infrastructure repairs, rehabilitation or replacement projects such as the Community Center Roof Renovation (\$4.0M); Citywide Park Rehabilitation (\$2.4M), Sandalwood Park Renovation (\$2.2M), Building Improvements (\$2.0M); Building Roof Improvements (\$1.65M), On-Call Facilities Maintenance & Repair Services (\$1.6M), and City Buildings HVAC System Improvements (\$600k).

Through work completed in the various master plans for parks, water, sewer, stormwater, trail, pedestrian and bicycle, as well as assessments of facilities and traffic safety, staff has identified \$634.1 million of needed capital improvements beyond the 5-year capital budget. These projects will need to be funded through a combination of possible utility rate adjustments, impact fees, General Fund, grants, and other funding sources such as a general obligation bond or other financing measures. The following is a summary of capital funding needs beyond the proposed five-year CIP:

- Approximately \$220.8 million is for ongoing infrastructure repairs, rehabilitation, or replacement projects.
 - \$96.3 million of this funding has no clear funding source identified, such as improvements to the City's park system (\$5.7M), storm drain system (\$57.8M), Fire Station No.1 Building and Site Improvement (\$7M), and the Fire Station No. 3 Replacement (\$20.0M).

- Approximately \$413.2 million is for new infrastructure projects.
 - Examples of these projects are a new facility for the Police and Information Technology Department and renovation of the existing building for the Public Works Department (\$200M); improvements of the bicycle, pedestrian, and trail networks identified in the adopted Trail, Pedestrian, and Bicycle Master Plan (\$94.2M); renovations of the City's Parks as recommended in the adopted Parks and Recreation Master Plan (\$65.5M); Montague Expressway Widening west of Great Mall Parkway (\$20.2M) and Montague Pedestrian Overcrossing at Penitencia (\$21.5M) as identified in the Basic Infrastructure Project list of the TASP Specific Plan; and Traffic Safety Improvements (\$7.5M) as identified in the adopted Travel Safety Plan.
 - Recommended improvements identified in the Milpitas Metro and Main Street/Gateway Specific Plans will be forthcoming in 2026, respectively, for City Council consideration. It is expected that a portion of these improvements will be funded through a combination of impact fees and grants. However, significant additional funding will need to be identified for the remainder.

In summary, as shown in Table 3, the City has approximately \$657.3 million of unfunded infrastructure needs, where \$244 million is estimated for infrastructure replacement and \$413.3 million is for new infrastructure. It is anticipated that 47% (\$115.6M) of the infrastructure replacement needs could be funded through renewal of rates for sewer and water utilities. Additionally, it is expected that a portion of the new infrastructure needs will be funded through development fees and/or grants. However, this still leaves a substantial backlog of infrastructure that needs to be repaired and/or replaced as well as new infrastructure. As we move forward, it will be critical to focus on (1) identifying new revenue sources to repair aging infrastructure, and (2) maintaining fiscal discipline by prioritizing available funding on infrastructure repair and replacement, whenever possible, as opposed to new amenities.

Additionally, it should be noted as a result of the recent completion of master planning work for the City's parks and utilities (sewer, storm, and water), the infrastructure needs in these master plans have a high degree of certainty. However, additional assessment is needed in the coming years to identify infrastructure needs for the City's buildings and other public right-of-way. This additional analysis may lead to an increase in the infrastructure backlog needs in the next reporting period.

Table 3: Summary of Unfunded Infrastructure Repairs/Replacement Needs and New Infrastructure Projects

	Unfunded Infrastructure Repair/Replacement Needs	Unfunded New Infrastructure Projects	Total
5-Year Budget	\$23,158,000	-	\$23,158,000
Beyond 6 Years	\$220,880,000	\$413,270,000	\$634,150,000
Total	\$244,038,000	\$413,270,000	\$657,308,000

Given the current available funding and staffing resources, staff will continue to focus the Capital Improvement Program on essential and safety-oriented projects such as miscellaneous building improvements to maintain facilities in a safe and functioning condition; City technology systems projects to improve security, operational efficiency, and community interface; safety-oriented projects; and projects to improve parks, streets, and utilities.

Next Steps:

The updated proposed FY 2027-2031 CIP is ready for adoption. Staff recommends the City Council hold a public hearing to review and consider the document and to approve a Resolution (Attachment A) adopting the 2027-2031 Capital Improvement Program.

Related funding actions for the first year of the Adopted FY 2027-2031 CIP will be presented for City Council consideration as part of the approval of the Proposed FY 2026-27 Operating Budget scheduled for June 2, 2026.

FISCAL IMPACT:

The Final 2027-2031 Capital Improvement Program includes funding recommendations for 40 projects in the amount of \$33,762,325 for FY 2026-27 for repairs and improvements to City infrastructure, which will be effective starting July 1, 2026. Appropriation actions to fund these projects in FY 2026-27 will be included in the Proposed FY 2026-27 Operating Budget scheduled for adoption in June.

Funding Sources	FY2026-27 Proposed Recommended Funding	Projected Fund Balance at the end of FY2025-26	Remaining Fund Balance
TASP Impact Fees	\$11,403,900	\$69,137,840	\$57,733,940
Gas Tax Fund	\$3,491,180	\$4,638,121	\$1,146,941
Water Capital Surcharge	\$3,397,500	\$3,397,500	\$0
Grants/ Developer Fees	\$2,522,136	-	-
Sewer Treatment Fund	\$2,471,000	\$2,471,090	\$90
Sewer Infrastructure Fund	\$2,315,000	\$39,198,766	\$36,883,766
Measure B	\$2,135,109*	-	-
SB1 RMRA	\$2,000,000*	-	-
General Gov't CIP Fund	\$1,657,000	\$1,767,205	\$110,205
Park Fund	\$1,100,000	\$1,463,092	\$363,092
Vehicle Registration Fee	\$500,000*	-	-
Storm Drain General Fund	\$300,000	\$1,931,983	\$1,631,983
Water Line Extension Fund	\$200,000	\$5,465,134	\$5,265,134
IT Replacement	\$146,000	\$146,290	\$290
Public Art Fund	\$55,000	\$1,500,256	\$1,445,256
Equipment Replacement Fund	\$48,500	\$10,879,369	\$11,616,952
LLMD	\$20,000**	-	-
Grand Total	\$33,762,325	\$143,352,814	\$115,411,566

*Projected fund allocations from the County or State for FY2026-27

** Annual contribution from LLMD Budget for future improvement project(s)

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The City Council action in adopting the Capital Improvement Program is exempt from CEQA pursuant to CEQA Guideline 15061(b)(3) as it can be seen with certainty that the City Council's input on the CIP does not have the potential to cause a significant effect on the environment as it does not involve the approval of any CIP project. Further, this action is also exempt pursuant to CEQA Guideline 15378(b)(4) as a governmental fiscal activity which does not involve any commitment to any specific project. Although the CIP does include various projects, the City is not mandated to move forward with any project, and at the time of any project approval, CEQA review will be conducted as necessary.

ATTACHMENT(S):

- (a) Resolution
- (b) Final 2027-2031 Capital Improvement Program

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING
THE FY 2027-2031 CAPITAL IMPROVEMENT PROGRAM**

WHEREAS, on March 25, 2026, the Planning Commission of the City of Milpitas reviewed the 2027-2031 Capital Improvement Program (“CIP”) pursuant to Government Code Section 65401 and adopted a resolution as to its conformance with the City’s General Plan; and

WHEREAS, on May 5, 2026, a duly-noticed public hearing on the Proposed CIP was held where all interested persons were heard; and

WHEREAS, the City Council has reviewed the 2027-2031 CIP and the first year, 2026-2027 Capital Budget; 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 and adopts the 2027-2031 Capital Improvement Program, as included in the City Council meeting agenda package and totaling \$210,165,964 over the five-year period and \$33,762,325 in fiscal year 2026-27.
3. There is no potential impact on the environment from this action as the approval and adoption of the CIP is merely a planning document with no commitment to any particular course of action and does not constitute the approval of any project. Thus, this action is exempt from environmental review pursuant to CEQA Guideline Sections 15061(b)(3) and 15378(b)(4).

PASSED AND ADOPTED this ____ day of _____, 2026, 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



2027-2031

FINAL
**CAPITAL
IMPROVEMENT
PROGRAM**



Table of Contents

Capital Improvement Program Grand Summary	4
Capital Improvement Program Grand Summary	5
Proposed New Projects FY 2027-31	7
Proposed Projects with Insufficient or No Funding.....	9
Projects Proposed To Be Closed as of June 30, 2026	11
Projects Proposed To Be Funded as of July 1, 2026	12
Community Improvement	17
2027-31 Summary of Estimate Costs.....	18
Land/Right-of-Way Value Determination	20
City Buildings Exterior Improvements.....	21
On-Call Facilities Maintenance & Repair Services	22
End-User Computer Replacement	23
Public Art Program	24
Capital Improvement Program Administration	25
City Building's HVAC System Improvements	26
Real-Time Monitoring Center	27
Park Improvement	28
2027-31 Summary of Estimate Costs.....	29
Metro Tango Subdistrict Park	30
On-Call Parks and Landscaping Services	31
Delano Manongs Park	32
Delano Manongs Soccer Field Turf Replacement	33
Parks Pathway Improvement	34
Street Improvement.....	35
2027-31 Summary of Estimate Costs	36
Sinclair LLMD 98-1 Improvements	38
Annual Sidewalk Repair Program	39
Streetlight, Signage, Traffic Signal Improvements	40
ADA Curb Ramp Transition Program	41

Traffic Studies & Safety Improvements	42
Street Pavement Restriping Program	43
Bike and Pedestrian Outreach	44
Street Resurfacing Project 2026-27	45
Street Resurfacing Project 2027-28	46
HSIP Traffic Safety Improvement.....	47
Main Street Signal Improvements	48
Roadway Preservation Program	49
Water Improvement	50
2027-31 Summary of Estimate Costs.....	51
Metro Water and Recycle Water System Distribution	53
Hydrant Replacement Program.....	54
On-Call Water Maintenance & Repair Services	55
Pipeline & Facility Condition Assessment.....	56
Fire Flow Interconnection Improvements	57
Fire Flow Pipeline Improvement Phase 1	58
Fire Flow Pipeline Improvement Phase 2	59
Sewer Improvement.....	60
2027-31 Summary of Estimate Costs.....	61
SJ/SC Regional Waste Water Facility	62
Sewer Pump Station Rehabilitation Program.....	63
On-Call Sewer Maintenance & Repair Services	64
Sanitary Sewer Pipeline Improvements	65
Sanitary Sewer Pipeline Improvement Phase 1.....	66
Sanitary Sewer Pipeline Improvement Phase 2.....	67
Storm Improvement.....	68
2027-31 Summary of Estimate Costs.....	69
On-Call Storm Maintenance & Repair Services	70
Citywide Green Stormwater Infrastructure Improvement.....	71
Planned Projects Without Funding	72

Capital Improvement Program Grand Summary

Project Expenses	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Community Improvement	2,404,900	9,464,900	3,224,900	2,774,900	2,774,900	20,644,500
Park Improvement	12,301,516	4,600,000	850,000	850,000	850,000	19,451,516
Street Improvement	10,366,909	7,595,000	9,545,000	7,195,000	8,045,000	42,746,909
Water Improvement	3,775,000	7,927,000	9,275,000	6,775,000	15,182,000	42,934,000
Sewer Improvement	4,614,000	36,420,971	8,674,087	8,655,022	23,525,116	81,889,196
Storm Drain Improvement	300,000	2,199,843	0	0	0	2,499,843
Total	\$33,762,325	\$68,207,714	\$31,568,987	\$26,249,922	\$50,377,016	\$210,165,964

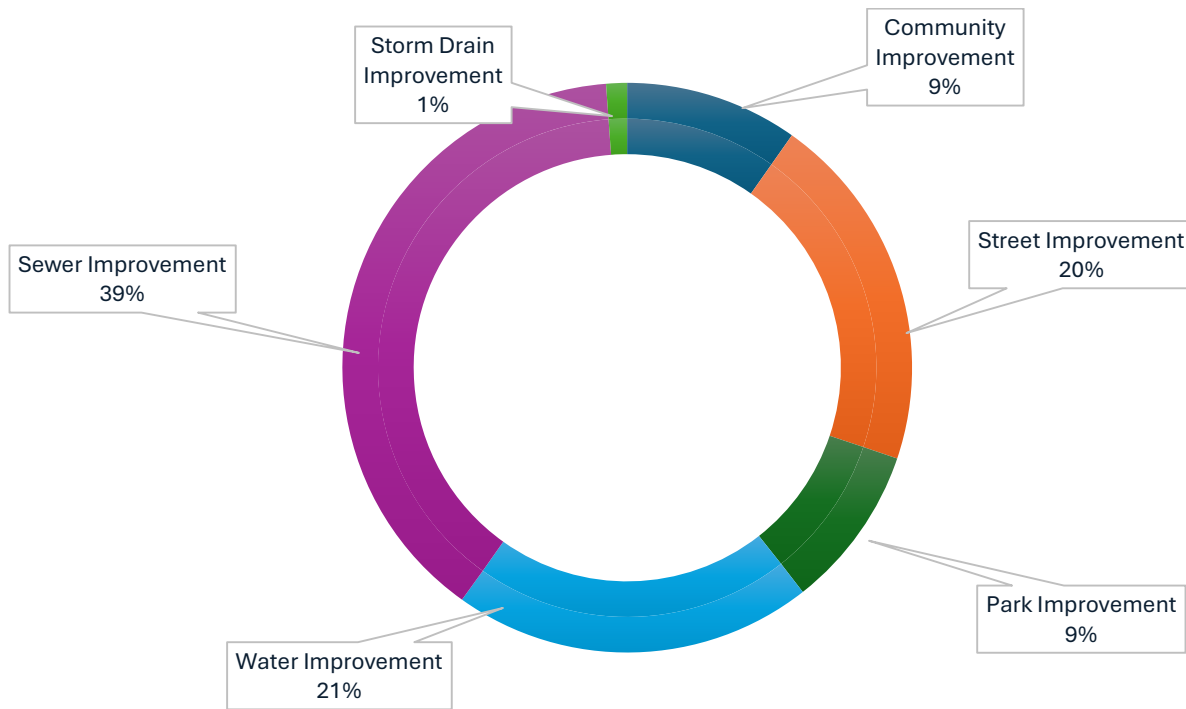
Project Expenses	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Equipment Replacement Fund	48,500	0	0	0	0	48,500
Gas Tax Fund	3,491,180	2,144,000	3,170,000	2,320,000	3,170,000	14,295,180
General Government CIP Fund	1,657,000	0	0	0	0	1,657,000
Information Technology Replacement	146,000	215,000	215,000	215,000	215,000	1,006,000
LLMD	20,000	95,000	95,000	95,000	95,000	400,000
Measure B	2,135,109	1,950,000	1,950,000	1,950,000	1,950,000	9,935,109
Park Fund	1,100,000	0	0	0	0	1,100,000
Public Art Fund	55,000	55,000	55,000	55,000	55,000	275,000
SB1 RMRA	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
Sewer Infrastructure Fund	2,315,000	16,582,971	8,836,087	8,817,022	23,687,116	60,238,196
Sewer Treatment Fund	2,471,000	0	0	0	0	\$2,471,000
Storm Drain Fund	0	1,799,843	0	0	0	1,799,843
Storm Drain General Fund	300,000	400,000	0	0	0	700,000
TASP Impact Fees	11,403,900	2,393,900	153,900	3,953,900	11,715,900	29,621,500
TDA Article III	0	156,000	80,000	80,000	80,000	396,000
Vehicle Registration Fee	500,000	500,000	500,000	500,000	500,000	2,500,000
Water Capital Surcharge	3,397,500	7,889,000	9,237,000	2,937,000	3,582,000	27,042,500
Water Line Extension Fund	200,000	200,000	200,000	200,000	200,000	1,000,000
Sub Total	\$31,240,189	\$36,380,714	\$26,491,987	\$23,122,922	\$47,250,016	\$164,485,828

External Financing	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Grants/Reimb./Developer Fee	2,522,136	0	0	0	0	2,522,136
Wastewater Revenue Bonds	0	20,000,000	0	0	0	20,000,000
Sub Total	\$2,522,136	\$20,000,000	\$0	\$0	\$0	\$22,522,136

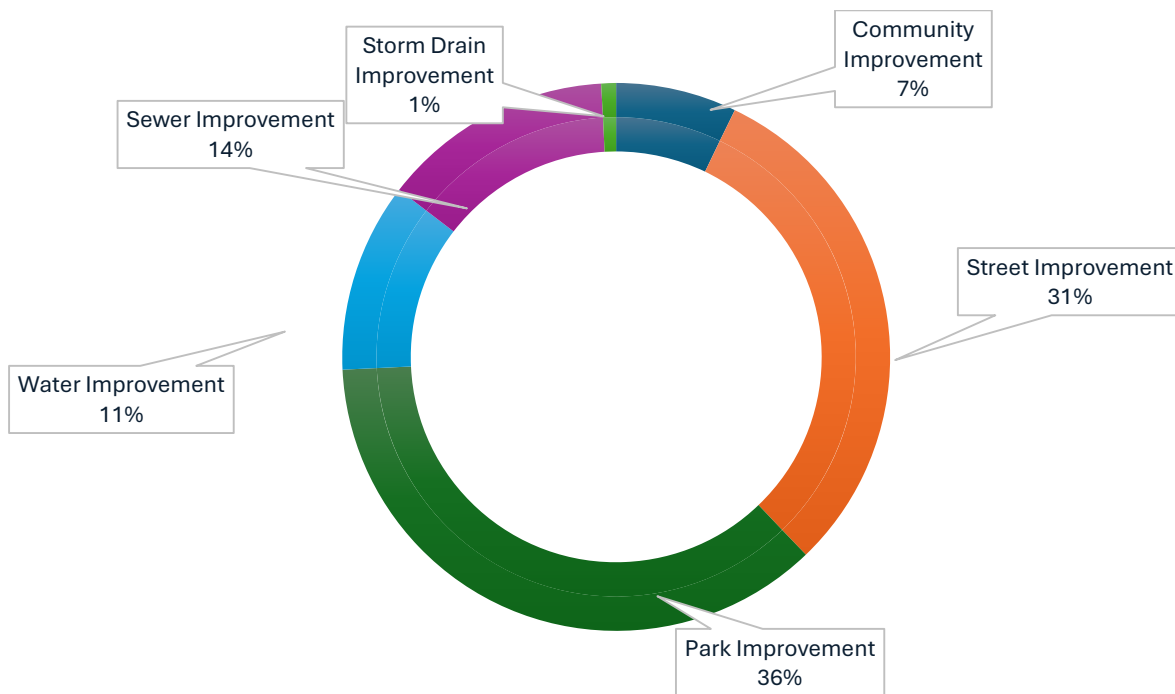
	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
No Funding Source	0	11,827,000	5,077,000	3,127,000	3,127,000	23,158,000
Total	\$33,762,325	\$68,207,714	\$31,568,987	\$26,249,922	\$50,377,016	\$210,165,964

Capital Improvement Program Grand Summary

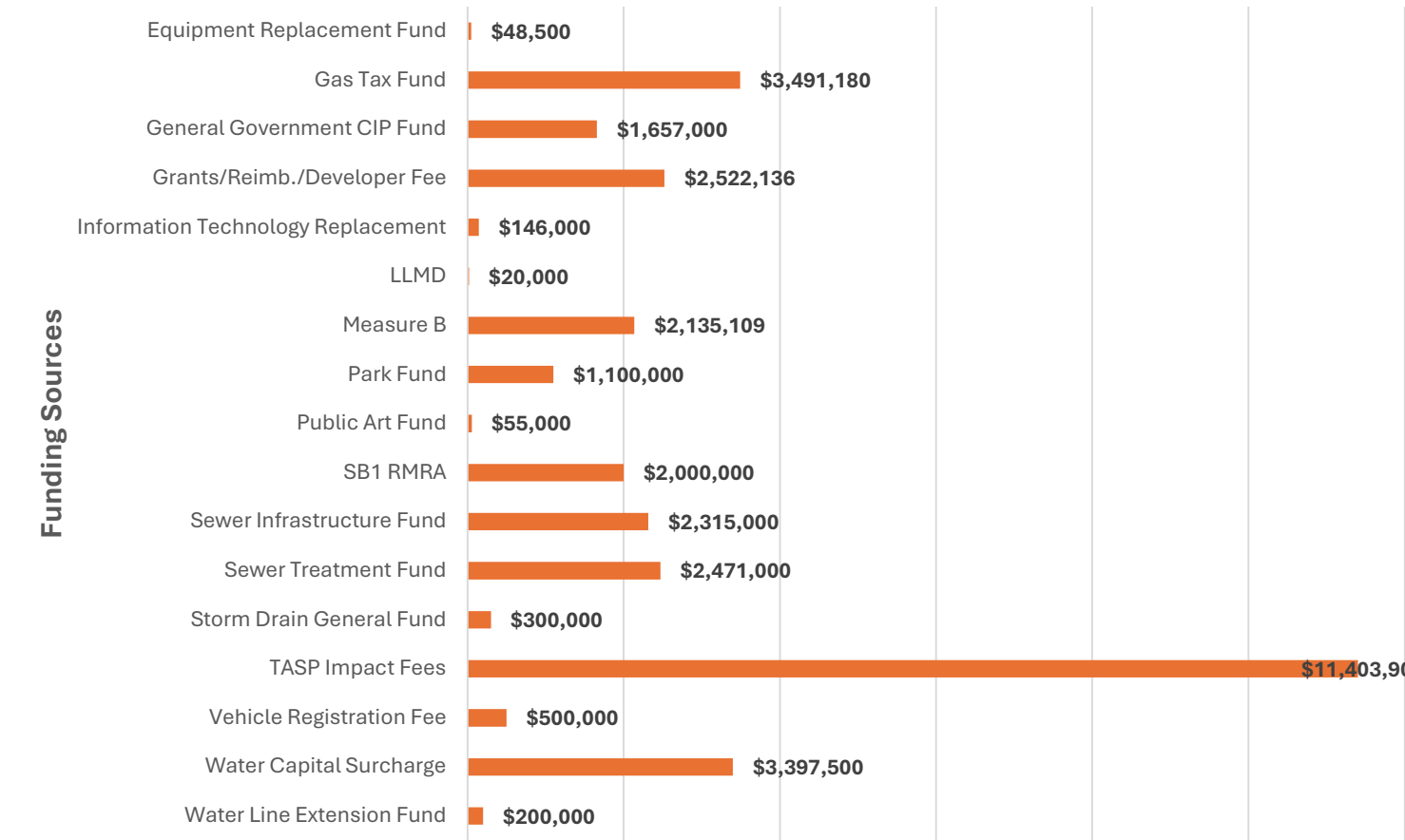
Five-Year Expenditure by Category for FY 2027-31



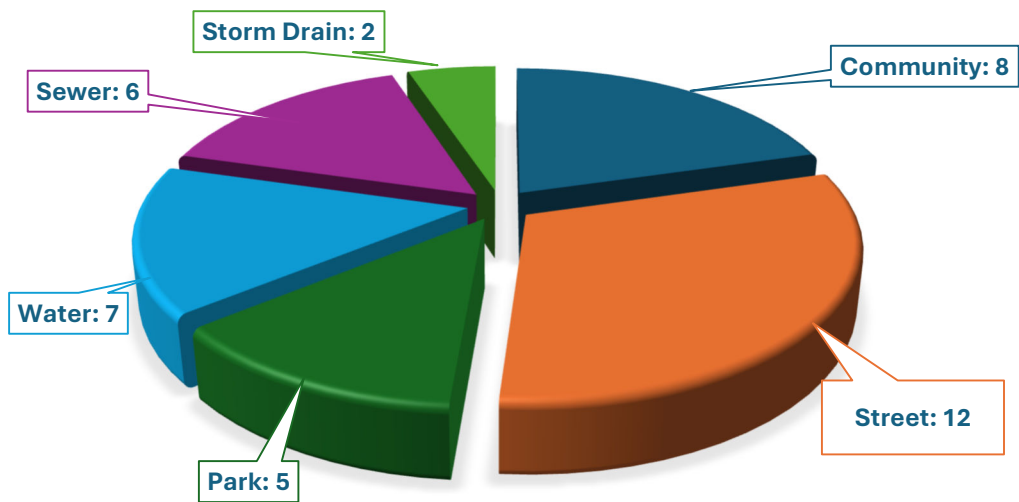
Expenditure by Category for FY2026-27



Funding Sources for FY 2026-27



Number of Projects Funded by Category for FY 2026-27



Proposed New Projects FY 2027-31

Community Improvements

No.	Project Name	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
NEW	Real Time Monitoring Center	325,000	0	0	0	0	325,000
	Total	\$325,000	\$0	\$0	\$0	\$0	\$325,000

Park Improvements

No.	Project Name	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
NEW	Parks Pathway Improvement	1,000,000	0	0	0	0	1,000,000
NEW	Delano Manongs Soccer Field Turf Replacement	300,000	1,550,000	0	0	0	1,850,000
	Total	\$1,300,000	\$1,550,000	0	0	0	2,850,000

Street Improvements

No.	Project Name	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
NEW	Main Street Signal Improvements	500,000	0	0	0	0	500,000
NEW	Street Resurfacing Project 2030-2031	0	0	0	0	4,400,000	4,400,000
NEW	Roadway Preservation Program	700,000	0	700,000	0	700,000	2,100,000
	Total	1,200,000	0	700,000	0	\$5,100,000	\$7,000,000

Water Improvements

No.	Project Name	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
NEW	Fire Flow Pipeline Improvement Phase 2	360,000	980,000	0	0	0	1,340,000
	Total	\$360,00	\$980,000	\$0	\$0	\$0	\$1,340,000

Sewer Improvements

No.	Project Name	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
NEW	Sanitary Sewer Pipeline Improvement Phase 2	347,000	1,070,000	0	0	0	1,417,000
	Total	\$347,000	\$1,070,000	\$0	\$0	\$0	\$1,417,000

Storm Drain Improvements

No.	Project Name	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
NEW	Citywide Green Stormwater Infrastructure Improvement	200,000	0	0	0	0	200,000
	Total	\$200,000	\$0	\$0	\$0	\$0	\$200,000

Proposed Projects with Insufficient or No Funding

Community Improvements

No.	Project Name	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Total
3403	Fire Station Improvements	0	150,000	150,000	150,000	150,000	600,000
3406	City Buildings Improvements	0	500,000	500,000	500,000	500,000	2,000,000
3414	City Buildings Exterior Improvements	0	150,000	150,000	150,000	150,000	600,000
3422	City Buildings Roof Improvements	0	1,200,000	150,000	150,000	150,000	1,650,000
3462	On-Call Facilities Maintenance & Repair Services	0	400,000	400,000	400,000	400,000	1,600,000
3474	City Facilities AV Replacement	0	300,000	300,000	0	0	600,000
3484	Electronic Records Management System	0	200,000	0	0	0	200,000
3485	Community Center Roof Renovation	0	4,000,000	0	0	0	4,000,000
3490	Capital Improvement Program Administration	0	252,000	252,000	252,000	252,000	1,008,000
3496	GIS Application Development & Data Collection	0	225,000	225,000	225,000	225,000	900,000
3499	City Building's HVAC System Improvements	0	450,000	150,000	0	0	600,000
3716	City Parking Lot Rehabilitation Program	0	200,000	200,000	200,000	200,000	800,000
Total Community Improvement Needs		\$0	\$8,027,000	\$2,477,000	\$2,027,000	\$2,027,000	\$14,558,000

Park Improvements

No.	Project Name	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Total
3424	Citywide Park Rehabilitation	0	600,000	600,000	600,000	600,000	2,400,000
3463	On-Call Parks and Landscaping Services	0	100,000	100,000	100,000	100,000	400,000
5110	Sandalwood Park Renovation	0	2,200,000	0	0	0	2,200,000
5113	Minor Sports Courts Rehabilitation Program	0	150,000	150,000	150,000	150,000	600,000
Total Park Improvement Needs		\$0	\$3,050,000	\$850,000	\$850,000	\$850,000	\$5,600,000

Street Improvements

No.	Project Name	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Total
3425	Main St. Utility Undergrounding	0	500,000	1,500,000	0	0	2,000,000
3438	Annual Tree Replacement Program	0	100,000	100,000	100,000	100,000	400,000
3449	Park & Street Landscape Irrigation Improvements	0	50,000	50,000	50,000	50,000	200,00
4267	Soundwall and Barrier Improvements	0	100,000	100,000	100,000	100,000	400,000
Total Street Improvement Needs		\$0	\$750,000	\$1,750,000	\$250,000	\$250,000	\$3,000,000

Projects Proposed To Be Closed as of June 30, 2026

Community Improvement Projects		Reason to Close
3423	Police Records Management System	Completed
3436	ADA Compliance Review	Completed
3437	Milpitas Gateway - Main Street Specific Plan Update	Completed
3445	Public Safety/DPW Disaster Plan Update	Completed
3459	ALPRs and Security Cameras Programs	To be included as part of Operating Budget
3460	Comprehensive Zoning Ordinance Update	Completed
3465	Fire Station No.1 Modular Building	Completed
3469	Metro Impact Fee Study	Completed
3493	Milpitas SMART	To be included as part of Operating Budget

Park Improvement Projects		Reason to Close
2024	Innovation District Parks and Trails Master Plan	Completed
3501	ARPA Park Rehabilitation- Engineering	Completed

Street Projects		Reason to Close
2008	Montague Pedestrian Overcrossing at Pipe Dr.	Completed
4294	SR237 HOV Land Improvements	Completed
4299	Bicycle Improvement Project	Completed
4301	Hammond Way Street Light Project	Completed
4303	Street Resurfacing Project 2021-22	Completed
4304	Street Resurfacing Project 2022-23	Completed

Water Projects		Reason to Close
7100	Aging Water System/Seismic Improvements	Completed

Projects Proposed To Be Funded as of July 1, 2026

Community Improvement Projects

No.	Project Name	Proposed FY 2026-27 Amount
2010	Land/Right-of-Way Value Determination	9,900
3414	City Buildings Exterior Improvements	150,000
3462	On-Call Facilities Maintenance & Repair Services	400,000
3473	End-User Computer Replacement	215,000
3489	Public Art Program	55,000
3490	Capital Improvement Program Administration	720,000
3499	City Building's HVAC System Improvements	530,000
NEW	Real-Time Monitoring Center	325,000
	Total	\$2,404,900

Funding Source	Amount
Equipment Replacement Fund	48,500
General Government CIP Fund	1,657,000
Information Technology Replacement Fund	146,000
Public Art Fund	55,000
Sewer Infrastructure	172,000
TASP Impact Fees	153,900
Water Capital Surcharge	172,500
Total	\$2,404,900

Park Improvement Projects

No.	Project Name	Proposed FY 2026-27 Amount
2023	Metro Tango Subdistrict Park	10,600,000
3463	On-Call Parks and Landscaping Services	100,000
5102	Delano Manongs Park	301,516
NEW	Parks Pathway Improvement	1,000,000
NEW	Delano Manongs Soccer Field Turf Replacement	300,000
	Total	\$12,301,516

Funding Source	Amount
Grant	301,516
Park Fund	1,100,000
TASP Impact Fees	10,900,000
Total	\$12,301,516

Street Improvement Projects

No.	Project Name	Proposed FY 2026-27 Amount
3411	Sinclair LLMD 98-1 Improvements	20,000
3426	Annual Sidewalk Repair Program	600,000
3440	Streetlight, Signage, Traffic Signal Improvements	1,000,000
4283	ADA Curb Ramp Transition Program	400,000
4288	Traffic Studies & Safety Improvements	150,000
4295	Street Pavement Restriping Program	200,000
4306	Bike and Pedestrian Outreach	69,000
4308	Street Resurfacing Project 2026-27	4,566,109
4309	Street Resurfacing Project 2027-28	250,000
4311	HISP Traffic Safety Improvement	1,911,800
NEW	Main Street Signal Improvements	500,000
NEW	Roadway Preservation Program	700,000
	Total	\$10,366,909

Funding Source	Amount
Gas Tax Fund	3,491,180
Grant	2,220,620
LLMD	20,000
Measure B	2,135,109
SB1 RMRA	2,000,000
Vehicle Registration Fee	500,000
Total	\$10,366,909

Water Improvement Projects

No.	Project Name	Proposed FY 2026-27 Amount
2019	(Rmb) Metro Water and Recycle Water Distribution	350,000
7110	Hydrant Replacement Program	200,000
7137	On-Call Water Maintenance & Repair Services	350,000
7144	Pipeline and Facility Condition Assessment	250,000
7146	Fire Flow Interconnection Improvements	260,000
7150	Fire Flow Pipeline Improvement Phase 1	2,005,000
NEW	Fire Flow Pipeline Improvement Phase 2	360,000
	Total	\$3,775,000

Funding Source	Amount
TASP Impact Fees	350,000
Water Capital Surcharge	3,225,000
Water Line Extension Fund	200,000
Total	\$3,775,000

Sewer Improvement Projects

No.	Project Name	Proposed FY 2026-27 Amount
6118	SJ/SC Regional Waste Water Facility	2,471,000
6124	Sewer Pump Station Rehabilitation Program	300,000
6134	On-Call Sewer Maintenance & Repair Service	100,000
6135	Sanitary Sewer CCTV Inspection & Improvements	666,000
6138	Sanitary Sewer Pipeline Improvement Phase 1	730,000
NEW	Sanitary Sewer Pipeline Improvement Phase 2	347,000
	Total	\$4,614,000

Funding Source	Amount
Sewer Infrastructure Fund	\$2,143,000
Sewer Treatment Fund	\$2,471,000
Total	\$4,614,000

Storm Drain Improvement Projects

No.	Project Name	Proposed FY 2026-27 Amount
3719	On-Call Storm Maintenance & Repair Service	100,000
NEW	Citywide Green Stormwater Infrastructure Improvement	200,000
	Total	\$300,000

Funding Source	Amount
Storm Drain General Fund	300,000
Total	\$300,000

Community Improvement

2027-31 Summary of Estimate Costs

No.	Project Name	Prior Year	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Total
2010	Land/Right-of-Way Value Determination	51,000	9,900	9,900	9,900	9,900	9,900	100,500
2011	Metro Police Area Police Substation	310,000	0	690,000	0	0	0	1,000,000
3403	Fire Station Improvements	1,950,000	0	150,000	150,000	150,000	150,000	2,550,000
3406	City Buildings Improvements	8,026,061	0	500,000	500,000	500,000	500,000	10,026,061
3414	City Buildings Exterior Improvements	600,000	150,000	150,000	150,000	150,000	150,000	1,350,000
3418	City Std. Details, Guidelines, & Specifications	400,000	0	0	0	0	0	400,000
3422	City Buildings Roof Improvements	1,450,000	0	1,200,000	150,000	150,000	150,000	3,100,000
3423	Police Records Management System	988,777	0	0	0	0	0	988,777
3427	Technology Projects	2,015,000	0	0	0	0	0	2,015,000
3435	Finance System Upgrade	1,250,000	0	0	0	0	0	1,250,000
3436	ADA Compliance Review	278,158	0	0	0	0	0	278,158
3437	Milpitas Gateway - Main Street Specific Plan Update	1,174,073	0	0	0	0	0	1,174,073
3445	Public Safety/DPW Disaster Plan Update	58,000	0	0	0	0	0	58,000
3453	Climate Action Plan Implementation	445,000	0	0	0	0	0	445,000
3459	ALPRs and Security Cameras Programs	515,000	0	0	0	0	0	515,000
3460	Comprehensive Zoning Ordinance Update	1,000,000	0	0	0	0	0	1,000,000
3462	On-Call Facilities Maintenance & Repair Services	2,295,000	400,000	400,000	400,000	400,000	400,000	4,295,000
3465	Fire Station No. 1 Modular Building Replacement	1,120,000	0	0	0	0	0	1,120,000
3466	Financial System Enterprise Resource Planning	3,500,000	0	0	0	0	0	3,500,000
3467	Human Resources Information System	1,860,500	0	0	0	0	0	1,860,500
3469	Metro Impact Fee Study	330,000	0	0	0	0	0	330,000
3470	City Hall Fountain & Landscape Renovation	250,000	0	0	0	0	0	250,000
3473	End-User Computer Replacement	290,000	215,000	215,000	215,000	215,000	215,000	1,365,000
3474	City Facilities AV Replacement	400,000	0	300,000	300,000	0	0	1,000,000

3475	Urban Search and Rescue Vehicle Acquisition	1,850,000	0	0	0	0	0	1,850,000
3484	Electronic Records Management System	150,000	0	200,000	0	0	0	350,000
3485	Community Center Roof Renovation	500,000	0	4,000,000	0	0	0	4,500,000
3488	Community Center and Senior Center Energy Resilience Project	5,107,597	0	0	0	0	0	5,107,597
3489	Public Art Program	841,000	55,000	55,000	55,000	55,000	55,000	1,116,000
3490	Capital Improvement Program Administration	2,785,000	720,000	720,000	720,000	720,000	720,000	6,385,000
3494	City Hall Air Handlers Replacement	2,500,000	0	0	0	0	0	2,500,000
3496	GIS Application Development & Data Collection	987,000	0	225,000	225,000	225,000	225,000	1,887,000
3499	City Building's HVAC System Improvements	975,000	530,000	450,000	150,000	0	0	2,105,000
3502	Land Management System Replacement	1,500,000	0	0	0	0	0	1,500,000
3503	Historic Resource Master Plan Update	200,000	0	0	0	0	0	200,000
3504	Milpitas Gateway-Main St. Impact Fee Study and Sense of Place Plan	600,000	0	0	0	0	0	600,000
3508	Gateway Signage	250,000	0	0	0	0	0	250,000
3716	City Parking Lot Rehabilitation Program	840,000	0	200,000	200,000	200,000	200,000	1,640,000
New	Real Time Monitoring Center	-	325,000	0	0	0	0	325,000
Total Cost		\$49,642,166	\$2,404,900	\$9,464,900	\$3,224,900	\$2,441,900	\$2,441,900	\$70,286,666

Land/Right-of-Way Value Determination

Project No.
2010

Project Description

This project provides for the annual evaluation and determination of land and right-of-way fair market values within the City for the purpose of updating development fee calculations such as the park-in-lieu fee.

Notes

Fair market land values are evaluated annually as recommended in Section 1 of the 2014 Transit Area Development Impact Fee Update. Evaluation is typically completed annually by June. (TASP ID #45)

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	46,000	9,000	9,000	9,000	9,000	9,000	91,000
Administration	5,000	900	900	900	900	900	9,500
TOTAL	\$51,000	\$9,900	\$9,900	\$9,900	\$9,900	\$9,900	\$100,500

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
TASP Impact Fees	51,000	9,900	9,900	9,900	9,900	9,900	100,500
TOTAL	\$51,000	\$9,900	\$9,900	\$9,900	\$9,900	\$9,900	\$100,500

City Buildings Exterior Improvements

Project No.
3414

Project Description

This project provides for the exterior painting and repairs of City buildings including Public Works/Police, Senior Center, Community Center, City Hall, Library and its parking garage, and Sports Center. Buildings should be painted or sealed approximately every 10 to 15 years to maintain the appearance and prevent damage caused by moisture infiltration.

Notes

On 3/17/26, City Council awarded construction contract for modernization of the exterior façade of the Sports Center Building and painting of Ayer Pump Station reservoir, which is anticipated to be completed by fall 2026. Funding request in FY2026-27 is for the exterior painting of Sal Cracolice Building. Planned funding request in FY2027-28 is for the exterior painting of the Public Works Corporation Yard/Fleet buildings

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	50,000	0	0	0	0	0	50,000
Administration	50,000	0	0	0	0	0	50,000
Improvements	500,000	150,000	150,000	150,000	150,000	150,000	1,250,000
TOTAL	\$600,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$1,350,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
General Government CIP Fund	600,000	150,000	0	0	0	0	750,000
No Funding Source	0	0	150,000	150,000	150,000	150,000	600,000
TOTAL	\$600,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$1,350,000

On-Call Facilities Maintenance & Repair Services

Project No.
3462

Project Description

This project provides for on-call repair and maintenance services at all City facilities. Work may include, but is not limited to, repair and replacement of electrical and mechanical systems, plumbing, parking lots, UPS battery backup system replacement, pool equipment, motors/pumps, fountain repairs, leak repairs, emergency power, HVAC systems, painting, carpeting, code upgrades, replacement of floor coverings, restroom and shower facilities, kitchen improvements, locksmith services, windows, doors and gates, replacement of furniture and fixtures, removal and disposal of hazardous materials such as ballasts, lamps/bulbs, batteries, paint, aerosol, cleaning products, pesticides, appliances etc., and other related improvements. All work will be performed on a priority and funding availability basis.

Notes

Funding request in FY2026-27 is for on-call repair & maintenance service contracts related to City facilities.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Improvements	2,295,000	400,000	400,000	400,000	400,000	400,000	3,895,000
TOTAL	\$2,295,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$3,895,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
General Government CIP Fund	2,295,000	400,000	0	0	0	0	3,895,000
No Funding Source	0	0	400,000	400,000	400,000	400,000	1,600,000
TOTAL	\$2,295,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$3,895,000

End-User Computer Replacement

Project No.
3473

Project Description

The project provides for the replacement of approximately 755 desktop and laptop computers by establishing a proactive replacement cycle of 6 years for desktops and 5 years for laptops. This initiative ensures system reliability, performance, and security of computers, and reduces crashes, workflow disruptions, and vulnerabilities. This approach aligns with industry best practices, enhances staff productivity, and strengthens the City's technology infrastructure.

Notes

Workplan in FY2025-26 is to replace 170 computers/laptops. On 12/16/2025, the City Council approved the purchase order for Phase 1 of the computer replacement. Funding request in FY 2026-27 is for the replacement of 141 computers/laptops. Planned funding requests from FY2027-28 to FY2030-31 are for the replacement of approximately 141 units per fiscal year.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Equipment	290,000	215,000	215,000	215,000	215,000	215,000	1,365,000
TOTAL	\$290,000	\$215,000	\$215,000	\$215,000	\$215,000	\$215,000	\$1,365,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Equipment Replacement Fund	0	48,500	0	0	0	0	48,500
Information Technology Replacement	290,000	146,000	215,000	215,000	215,000	215,000	1,296,000
Sewer Infrastructure Fund	0	10,000	0	0	0	0	0
Water Capital Surcharge	0	10,500	0	0	0	0	0
TOTAL	\$290,000	\$215,000	\$215,000	\$215,000	\$215,000	\$215,000	\$1,365,000

Project Description

This project provides for the design and installation of new art and murals; creation of a Public Art Master Plan to establish goals, roles, and procedures; implementation of the Mural Program policy to promote mural activity reflective of the heritage, diversity and aspirations of the community through engagement with muralists, property owners, community stakeholders and residents; and assessment and maintenance of City's public art collection.

Notes

On 10/5/2021, City Council adopted a Mural Program policy. City Council approved the historical marker concept on 9/19/2023 and design services agreement on 3/18/2025 for Bob McGuire, Delano Manongs, Frederick Creighton, Peter B. Gill, Jose Higuera Adobe, Leo Murphy, and Sunnyhills Albert Augustine Jr. Memorial Park. On 12/12/2023, City Council approved a mural to be painted on 3 traffic signal cabinets located at Jacklin/Escuela, Yosemite/Sinclair Frontage, and Calaveras/Gadsden. On 5/7/2024, City Council approved a design service agreement for Dixon Landing Park public art mural. On 5/6/2025, City Council adopted the Public Art Master Plan.

In FY2024-2025, Recreation completed an installation of the Womanhood Project Marker at Delano Manongs Park. Workplan in FY2025-26 is to perform maintenance work on existing art pieces per recommendation provided in the Master Plan, design the mural on VTA's light rail pillars, paint a mural on 3 traffic signal cabinets, and install historical markers at various parks. Funding request in FY2026-27 is for the annual contribution from the Public Art Fund to support the ongoing implementation of the Mural Program.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Administration	338,500	5,000	5,000	5,000	5,000	5,000	363,500
Improvements	502,500	50,000	50,000	50,000	50,000	50,000	752,500
TOTAL	\$841,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$1,116,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Public Art Fund	841,000	55,000	55,000	55,000	55,000	55,000	1,116,000
TOTAL	\$841,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$1,116,000

Capital Improvement Program Administration

Project No.
3490

Project Description

This project provides for the annual preparation of the Capital Improvement Program. Work includes program administration, printing, and software programming assistance.

Notes

Funding request in FY2026-27 is for the annual administration and preparation of the Capital Improvement Program.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Administration	2,785,000	720,000	720,000	720,000	720,000	720,000	6,385,000
TOTAL	\$2,785,000	\$720,000	\$720,000	\$720,000	\$720,000	\$720,000	\$6,385,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
General Government CIP Fund	975,000	252,000	0	0	0	0	1,227,000
Sewer Infrastructure Fund	626,000	162,000	162,000	162,000	162,000	162,000	1,436,000
TASP Impact Fees	558,000	144,000	144,000	144,000	144,000	144,000	1,278,000
Water Capital Surcharge	626,000	162,000	162,000	162,000	162,000	162,000	1,436,000
No Funding Source	0	0	252,000	252,000	252,000	252,000	1,008,000
TOTAL	\$2,785,000	\$720,000	\$720,000	\$720,000	\$720,000	\$720,000	\$6,385,000

City Building's HVAC System Improvements

Project No.
3499

Project Description

The project provides for the repair, replacement, and/or upgrades to the HVAC systems including, but not limited to, chillers, boilers, exhaust fans, furnaces, filters and variable air volume (VAV) boxes, at all City facilities. Many of the existing systems are nearing the end of their useful life, requiring extensive repairs or replacement.

Notes

In FY2024-25, Public Works completed the replacement of an AC unit at Sports Center. Workplan in FY2025-26 is for the replacement of VAV boxes at Public Works/Information Technology/Police Department building. Funding request in FY2026-27 is for HVAC replacement at the Sports Center, Fire Station 3, and Senior Center. Planned funding request in FY2027-28 is for the replacement of chillers and HVAC system at the Public Works/Information Technology/Police Department building as well as HVAC system at the Community Center pending the conditional building assessment that is currently underway.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Improvements	975,000	530,000	450,000	150,000	0	0	2,105,000
TOTAL	\$975,000	\$530,000	\$450,000	\$150,000	\$0	\$0	\$2,105,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
General Government CIP Fund	975,000	530,000	0	0	0	0	1,505,000
No Funding Source	0	0	450,000	150,000	0	0	600,000
TOTAL	\$975,000	\$530,000	\$450,000	\$150,000	\$0	\$0	\$2,105,000

Real-Time Monitoring Center

Project No.
New

Project Description

This project provides for the planning, design, and construction of Real Time Monitoring Center (RTMC) at the Police Department Building, which will integrate with the existing Automated License Plate Reader (ALPR) and Drone as a First Responder (DFR) programs to enhance emergency response, improve situational awareness and strengthen operational efficiency and deployment strategies.

Notes

Funding request in FY2026-27 is for the implementation of the system.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Improvements	0	325,000	0	0	0	0	325,000
TOTAL	\$0	\$325,000	\$0	\$0	\$0	\$0	\$325,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
General Government CIP Fund	0	325,000	0	0	0	0	325,000
TOTAL	\$0	\$325,000	\$0	\$0	\$0	\$0	\$325,000

Park Improvement

2027-31 Summary of Estimate Costs

No.	Project Name	Prior Year	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Total
2005	Delano Manongs Pedestrian Bridge	2,425,000	0	0	0	0	0	2,425,000
2012	(Rmb) Metro Linear Trails	3,270,000	0	0	0	0	0	3,270,000
2023	Metro Tango Subdistrict Park	1,100,000	10,600,000	0	0	0	0	11,700,000
2024	Innovation District Parks and Trails Master Plan	200,000	0	0	0	0	0	200,000
3424	Citywide Park Rehabilitation	2,703,497	0	600,000	600,000	600,000	600,000	5,103,497
3463	On-Call Parks and Landscaping Services	720,000	100,000	100,000	100,000	100,000	100,000	1,220,000
3471	Sinnott Park Playground Renovation	1,800,000	0	0	0	0	0	1,800,000
3491	Cardoza Park/Dixon Landing Softball Fields Improvement	800,000	0	0	0	0	0	800,000
3501	ARPA Park Rehabilitation – Engineering	3,270,815	0	0	0	0	0	3,270,815
3505	Sports Center Football Bleacher Replacement	1,700,000	0	0	0	0	0	1,700,000
5102	Delano Manongs Park	12,154,820	301,516	0	0	0	0	12,456,336
5108	Sports Fields Turf Rehabilitation Program	776,000	0	0	0	0	0	776,000
5110	Sandalwood Park Renovation	475,000	0	2,200,000	0	0	0	2,675,000
5113	Minor Sports Courts Rehabilitation Program	1,200,000	0	150,000	150,000	150,000	150,000	1,800,000
5116	Pickleball Improvements	200,000	0	0	0	0	0	200,000
New	Delano Manongs Soccer Field Turf Replacement	0	300,000	1,550,000	0	0	0	1,850,000
New	Parks Pathway Improvement	0	1,000,000	0	0	0	0	1,000,000
	Total Cost	\$32,795,132	\$12,301,516	\$4,600,000	\$850,000	\$850,000	\$850,000	\$52,246,648

Metro Tango Subdistrict Park

Project No.
2023

Project Description

This project provides for the design and construction of a new 5-acre City park within the Tango Subdistrict of the Milpitas Metro Specific Plan area. The park will expand Rapbone Park and be adjacent to Expedition Lane, Jubilee Lane, Sango Court, and Tarob Court. The park may include benches, landscaping and irrigation system, pedestrian pathways, picnic areas, restroom, sports fields or courts, and other passive recreation facilities.

Notes

Augustus Rathbone Park (0.75 acres) was completed by K. Hovnanian Homes in 2017. The City purchased 1700 Sango Court (1.3-acres) and 1831 Tarob Court (2.5-acres) and needs to acquire 0.45 acres property on Sango Ct. (APN 86-036-011) to complete the land requirement for the park. The project will be coordinated with the S. Milpitas Blvd. Road Extension Project (#2016) and Parkside West 2 Development (Toll Brothers) at 1901 Tarob Ct. to construct the park and road network. On 3/19/2024, City Council approved a consultant agreement for master planning of the park. On 6/17/2025, City Council approved the conceptual design of the park. Workplan in FY2025-26 and FY2026-27 is to complete CEQA clearance and the design of the park. Funding request in FY2026-27 is for the project administration and construction of the Project, which is anticipated to start in 2028 after the completion of Sango Ct. and S. Milpitas Blvd road extension. (TASP ID: DB#28).

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	900,000	400,000	0	0	0	0	1,300,000
Administration	200,000	350,000	0	0	0	0	550,000
Inspection	0	350,000	0	0	0	0	350,000
Improvements	0	9,500,000	0	0	0	0	9,500,000
TOTAL	\$1,100,000	\$10,600,000	\$0	\$0	\$0	\$0	\$11,700,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
TASP Impact Fees	1,100,000	10,600,000	0	0	0	0	11,700,000
TOTAL	\$1,100,000	\$10,600,000	\$0	\$0	\$0	\$0	\$11,700,000

On-Call Parks and Landscaping Services

Project No.
3463

Project Description

This project provides for on-call maintenance and repair services at all City parks and street landscape areas. Work may include, but is not limited to, repair and replacement of irrigation valves and main lines, irrigation controllers, landscaping, drainage, pathways, playground equipment and surfacing, sport courts and fields, picnic areas, lighting, parks buildings and restrooms, and other amenities as needed.

Notes

Funding request in FY2026-27 is for the various maintenance and repairs on-call service contracts related to the City's park infrastructure.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Improvements	720,000	100,000	100,000	100,000	100,000	100,000	1,220,000
TOTAL	\$720,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,220,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Community Facilities District	150,000	0	0	0	0	0	150,000
General Government CIP Fund	470,000	0	0	0	0	0	470,000
Park Fund	100,000	100,000	0	0	0	0	200,000
No Funding Source	0	0	100,000	100,000	100,000	100,000	400,000
TOTAL	\$720,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,220,000

Delano Manongs Park

Project No.
5102

Project Description

This project provides for the design and construction of a new 4-acre public park on McCandless Drive, adjacent to the new Mabel Mattos elementary school, as specified in the Milpitas Metro Specific Plan. The park includes joint-use area for the City and the elementary school, sport field, picnic areas, all-inclusive play areas, dog play area, fitness stations, community and butterfly gardens, walking trails, and restroom.

Notes

City Council granted acceptance of Phase 1 improvements including picnic areas, play areas, small dog play area, fitness stations, community and butterfly gardens, pathways, restroom, utilities, landscaping, and irrigation system on 5/16/2023, and Phase 2 improvements of the sports field on 6/6/2023. Construction schedule for Phase 3 (large dog play area) will be coordinated with Lower Penitencia Creek Pedestrian Bridge (#2005) and McCandless Well (#7076) projects which is anticipated for 2027.

On 10/24/2025, the City entered into a funding agreement with Department of Parks and Recreation's Office of Grants and Local Services accepting the grant funding through the Land and Water Conservation Fund Program for portion of the construction cost of Phase 3. (TASP ID: DB#22).

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	1,275,000	0	0	0	0	0	1,275,000
Administration	200,000	0	0	0	0	0	200,000
Inspection	200,000	0	0	0	0	0	200,000
Improvements	10,479,820	301,516	0	0	0	0	10,781,336
TOTAL	\$12,154,820	\$301,516	\$0	\$0	\$0	\$0	\$12,456,336

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
General Government CIP Fund	597,335	0	0	0	0	0	597,335
Grants/Reimb./Developer Fees	1,182,485	301,516	0	0	0	0	1,484,001
TASP Impact Fees	10,375,000	0	0	0	0	0	10,375,000
TOTAL	\$12,154,820	\$301,516	\$0	\$0	\$0	\$0	\$12,456,336

Delano Manongs Soccer Field Turf Replacement

Project No.
New

Project Description

This project provides for the design and replacement of the existing natural grass with artificial turf at the Delano Manongs sport field. The natural grass field has experienced heavy use and requires ongoing maintenance to maintain playable conditions. Converting to artificial turf is being considered a more effective solution to better support the demand, provide a more durable surface, and reduce long term maintenance needs.

Notes

Funding request in FY2026-27 is for the design. Planned funding in FY2027-28 is for the construction.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	0	200,000	0	0	0	0	200,000
Administration	0	100,000	0	0	0	0	100,000
Inspection	0	0	50,000	0	0	0	50,000
Improvements	0	0	1,500,000	0	0	0	1,500,000
TOTAL	\$0	\$300,000	\$1,550,000	\$0	\$0	\$0	\$1,850,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
TASP Impact Fee	0	300,000	1,550,000	0	0	0	1,850,000
TOTAL	\$0	\$300,000	\$1,550,000	\$0	\$0	\$0	\$1,850,000

Parks Pathway Improvement

Project No.
New

Project Description

This project provides for the replacement of existing deteriorating pathways at various parks as identified in the adopted Master Plan Update dated December 14, 2021. Work includes replacement of the existing decomposed granite or asphalt paving and header boards, regrading and replacement of aggregate base as needed, minor irrigation improvements, installation of root barriers, and maintenance of existing trees.

Notes

Funding Request in FY2026-27 is for the design and construction of the project. Parks pathways currently under consideration for replacement include, subject to available funding, Ben Rodgers, Foothill Park, Starlite, and Sunnyhills Albert Augustine Jr. Memorial.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Administration	0	100,000	0	0	0	0	100,000
Inspection	0	50,000	0	0	0	0	50,000
Improvements	0	850,000	0	0	0	0	850,000
TOTAL	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Park Fund	0	1,000,000	0	0	0	0	1,000,000
TOTAL	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000

Street Improvement

2027-31 Summary of Estimate Costs

No.	Project Name	Prior Year	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Total
2001	Light Rail Median Landscaping	5,996,000	0	0	0	0	0	5,996,000
2008	Montague Pedestrian Overcrossing at Piper Dr.	875,000	0	0	0	0	0	875,000
2016	S Milpitas Blvd. Road Extension	15,700,000	0	0	0	0	0	15,700,000
2018	Montague Ped. Overcrossing at Penitencia	3,500,000	0	0	0	0	0	3,500,000
3402	McCarthy Blvd. LLMD 95-1 Improvements	1,260,256	0	75,000	75,000	75,000	75,000	1,560,256
3411	Sinclair LLMD 98-1 Improvements	296,625	20,000	20,000	20,000	20,000	20,000	396,625
3425	Main St. Utility Undergrounding	280,613	0	500,000	1,500,000	0	0	2,280,613
3426	Annual Sidewalk Repair Program	5,066,840	600,000	600,000	600,000	600,000	600,000	8,066,840
3430	Main St. Light Project	300,000	0	0	0	0	0	300,000
3438	Annual Tree Replacement Program	544,000	0	100,000	100,000	100,000	100,000	944,000
3440	Streetlight, Signage, Traffic Signal Improvements	4,314,432	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	9,314,432
3449	Park & Street Landscape Irrigation Improvements	806,000	0	50,000	50,000	50,000	50,000	1,006,000
3455	Parking Prohibited Street Sweeping Program	400,000	0	0	0	0	0	400,000
3468	Median Conversion Project	600,000	0	0	0	0	0	600,000
3493	Milpitas SMART	2,955,916	0	0	0	0	0	2,955,916
4258	Calaveras Blvd Widening Project	5,106,960	0	0	0	0	0	5,106,960
4265	Bart Extension Coordination & Planning	3,321,156	0	0	0	0	0	3,321,156
4267	Soundwall and Barrier Improvements	1,388,466	0	100,000	100,000	100,000	100,000	1,788,466
4274	I-880 Interchange Right-of-Way Closeout	727,181	0	0	0	0	0	727,181
4283	ADA curb Transition Program	3,370,801	400,000	400,000	400,000	400,000	400,000	5,370,801
4288	Traffic Studies & Safety Improvements	620,000	150,000	0	150,000	0	150,000	1,070,000
4290	City Bridge Improvements	250,000	0	0	100,000	100,000	100,000	550,000
4294	SR237 HOV Land Improvements	550,000	0	0	0	0	0	550,000

4295	Street Pavement Restriping Program	1,350,000	200,000	300,000	300,000	300,000	300,000	2,750,000
4299	Bicycle Improvement Project	1,000,000	0	0	0	0	0	1,000,000
4300	Street Resurfacing Project 2024-25	4,597,562	0	0	0	0	0	4,597,562
4301	Hammond Way Street Light Project	100,000	0	0	0	0	0	100,000
4302	Calaveras Road Landslide Repair	500,000	0	0	0	0	0	500,000
4303	Street Resurfacing Project 2021-22	4,337,276	0	0	0	0	0	4,337,276
4304	Street Resurfacing Project 2022-23	4,377,050	0	0	0	0	0	4,377,050
4305	Street Resurfacing Project 2023-24	5,090,490	0	0	0	0	0	5,090,490
4306	Bike and Pedestrian Outreach	319,000	69,000	50,000	50,000	50,000	50,000	588,000
4307	Street Resurfacing Project 2025-26	4,956,235	0	0	0	0	0	4,956,235
4308	Street Resurfacing Project 2026-27	0	4,566,109	0	0	0	0	4,566,109
4309	Street Resurfacing Project 2027-28	0	250,000	4,400,000	0	0	0	4,650,000
4312	SS4A Improvement Project	3,625,000	0	0	0	0	0	3,625,000
4314	HSIP Traffic Safety Improvement	381,900	1,911,800	0	0	0	0	2,293,700
Plan	Street Resurfacing Project 2028-29	0	0	0	4,400,000	0	0	4,400,000
Plan	Street Resurfacing Project 2029-30	0	0	0	0	4,400,000	0	4,400,000
New	Main Street Signal Improvements	0	500,000	0	0	0	0	500,000
New	Roadway Preservation Program	0	700,000	0	700,000	0	700,000	2,100,000
New	Street Resurfacing Project 2030-31	0	0	0	0	0	4,400,000	4,400,000
	Total Cost	\$88,864,759	\$10,366,909	\$7,595,000	\$9,545,000	\$7,195,000	\$8,045,000	\$131,611,668

Sinclair LLMD 98-1 Improvements

Project No.
3411

Project Description

This project provides for the design and construction of landscape and irrigation renovation along portions of Los Coches Street and Sinclair Frontage Road. Work is part of the Lighting, Landscape, Maintenance, Assessment District (LLMD) 98-1.

Notes

Funding request in FY2026-27 is for the annual contribution for the improvements of the LLMD. In FY2024-25, Public Works completed the replacement of the irrigation controllers, improvements and upgrades of the irrigation system, and replanting of decaying vegetation.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	10,000	0	0	0	0	0	10,000
Administration	98,125	0	0	0	0	0	98,125
Inspection	6,000	0	0	0	0	0	6,000
Improvements	182,500	20,000	20,000	20,000	20,000	20,000	282,500
TOTAL	\$296,625	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$396,625

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Grants/Reimb./ Developer Fees	85,750	0	0	0	0	0	85,750
LLMD	210,875	20,000	20,000	20,000	20,000	20,000	310,875
TOTAL	\$296,625	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$396,625

Annual Sidewalk Repair Program

Project No.
3426

Project Description

This project provides for repairs and replacement of citywide sidewalks, curb & gutter and curb ramps to address safety and trip hazards that may be caused by settlement, tree roots, and drainage issues. Prioritization of repairs and replacement are based on service requests from the public and suggested routes to school which will minimize the City's risk and liability.

Notes

In FY2024-25, Public Works completed sidewalk repairs at approximately 703 locations. On 2/17/2026, City Council awarded a construction contract for the annual sidewalk repairs, which is anticipated to be completed by Fall 2026. Funding request in FY 2026-27 is for the annual assessment and repair and on-call service contracts.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Administration	115,184	0	0	0	0	0	115,184
Improvements	4,951,656	600,000	600,000	600,000	600,000	600,000	7,951,656
TOTAL	\$5,066,840	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$8,066,840

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Gas Tax Fund	3,774,605	600,000	600,000	600,000	600,000	600,000	6,774,605
General Fund	125,000	0	0	0	0	0	125,000
General Government CIP Fund	603,640	0	0	0	0	0	603,640
Sewer Fund	203,200	0	0	0	0	0	203,200
Sewer Infrastructure Fund	260,395	0	0	0	0	0	260,395
Water Fund	100,000	0	0	0	0	0	100,000
TOTAL	\$5,066,840	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$8,066,840

Streetlight, Signage, Traffic Signal Improvements

Project No.
3440

Project Description

This project provides for repairs, replacement, and minor improvements of streetlights, street signage, and traffic signal control system. Work includes replacement of various type of streetlights, street signage, and illuminated overhead street signs; upgrades to traffic signal system including controllers & cabinets, detection cameras, cabinets, battery backup system and pedestrian safety devices; on-call service repair contracts; and related appurtenances.

Notes

Workplan in FY2025-26 and FY2026-27 is to continue the replacement of various types of streetlights and signage; upgrades to traffic signal intersections including detection cameras, and battery backup system; and conduct a traffic signal assessment. Funding request in FY2026-27 is for the annual on-call traffic signal repair contracts; ongoing replacement of street signs and streetlights; upgrades to traffic signal intersections including controllers, detection cameras, cabinets, and battery backup system; and replacement of intersection communication equipment at Public Works building.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Administration	60,000	0	0	0	0	0	60,000
Improvements	3,760,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	8,760,000
Equipment	494,432	0	0	0	0	0	494,432
TOTAL	\$4,314,432	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$9,314,432

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Gas Tax Fund	3,694,432	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	8,694,432
General Government CIP Fund	500,000	0	0	0	0	0	500,000
Grants/Reimb./ Developer Fees	120,000	0	0	0	0	0	120,000
TOTAL	\$4,314,432	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$9,314,432

ADA Curb Ramp Transition Program

Project No.
4283

Project Description

This mandatory program is for the replacement of existing curb ramps to comply with Americans with Disabilities Act (ADA) current standards. The project allows the City to be eligible for future Federal transportation aid funds such as TDA Article III. The curb ramp improvements will be coordinated and implemented with the annual Street Resurfacing project. Work also includes push button upgrades, crosswalk striping, signage, and sidewalk improvement associate with curb ramps. The target completion date for citywide ADA public street curb ramp compliance is 2040.

Notes

In 2025, 15 curb ramps were upgraded in conjunction with Street Resurfacing Project 2023-24 - Phase 2(#4305). In 2026, approximately 40 curb ramps are planned to be upgraded in conjunction with Great Mall Parkway Phase 2 Street Resurfacing Project (#4300) and Street Resurfacing Project 2026 (#4307).

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	90,000	0	0	0	0	0	90,000
Administration	90,000	0	0	0	0	0	90,000
Inspection	150,000	0	0	0	0	0	150,000
Improvements	3,162,152	400,000	400,000	400,000	400,000	400,000	5,162,152
TOTAL	\$3,492,152	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$5,492,152

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Gas Tax Fund	2,740,000	400,000	244,000	320,000	320,000	320,000	4,344,000
Grants/Reimb./ Developer Fees	281,351	0	0	0	0	0	281,351
TDA Article III	470,801	0	156,000	80,000	80,000	80,000	866,801
TOTAL	\$3,492,152	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$5,492,152

Traffic Studies & Safety Improvements

Project No.
4288

Project Description

This project provides for citywide traffic studies, safety and minor traffic improvements as described in the citywide Travel Safety Plan and from community service requests. Traffic studies may include, but are not limited to, data collection including vehicle, bicycle, and pedestrian counts, level of service analysis, speed surveys, traffic flow and safety assessment and Vehicle Miles Traveled Analysis.

Minor traffic and safety improvements may include, but are not limited to, traffic signal improvements including emergency vehicle preemption, pedestrian signals, signal cabinets and heads upgrades, and signal timing and phasing/turning movements; pedestrian improvements including bulb-outs, fencing, guardrails, intersection and crosswalk striping, and flashing beacons; roadway improvements including advanced stop bars, green bike and buffer lanes, high-friction pavement treatments, lighting, radar feedback signs, retroreflective signage, rumble strips, and striping and marking.

Notes

In FY2024-25, staff completed an assessment of signal timing at Carnegie Dr. and traffic data collection at 96 locations to support speed limit posting certification. Workplan in FY2025-26 is to continue developing traffic safety mitigation and improvement measures along Escuela Parkway, McCandless Dr., and Abbott Ave. Funding request in FY2026-27 is for continued planning of the traffic safety improvements as identified in the adopted Citywide Traffic Safety Plan and traffic studies conducted in response to community service requests.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	240,000	100,000	0	100,000	0	100,000	540,000
Administration	20,000	0	0	0	0	0	20,000
Improvements	360,000	50,000	0	50,000	0	50,000	510,000
TOTAL	\$620,000	\$150,000	\$0	\$150,000	\$0	\$150,000	\$1,070,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Gas Tax Fund	200,000	150,000	0	150,000	0	150,000	650,000
Street Improvement Fund	420,000	0	0	0	0	0	420,000
TOTAL	\$620,000	\$150,000	\$0	\$150,000	\$0	\$150,000	\$1,070,000

Street Pavement Restriping Program

Project No.
4295

Project Description

This project provides for the improvement, restriping, and replacement of pavement markings on City's paved roadways in accordance with California Manual on Uniform Traffic Control Devices (MUTCD). The program will provide guidance and information, and improve roadway safety for motorists, bicyclists, and pedestrians. Work includes minor repairs to asphalt pavement; restriping of existing pavement legends, lane lines, and crosswalks; placement of markers; and respond to public requests through MyMilpitas App.

Notes

On 6/3/2025, the City Council granted acceptance for the street restriping of North and South Milpitas Blvd., Evans/Piedmont Road, Dixon Landing/Dixon Road, and Marylinn Dr. from North Abel St. to North Main St. Workplan is FY2025-26 is to restripe Yosemite Drive. Funding request in FY2026-27 is for on-call service repair contracts; restriping in school zones, high traffic areas and main thorough-fares; and responding to public requests received through the MyMilpitas App.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Administration	40,000	0	0	0	0	0	40,000
Improvements	1,310,000	200,000	300,000	300,000	300,000	300,000	2,710,000
TOTAL	1,350,000	\$200,000	\$300,000	\$300,000	\$300,000	\$300,000	\$2,750,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Gas Tax Fund	1,050,000	200,000	300,000	300,000	300,000	300,000	2,450,000
General Government CIP Fund	300,000	0	0	0	0	0	300,000
TOTAL	\$1,350,000	\$200,000	\$300,000	\$300,000	\$300,000	\$300,000	\$2,750,000

Bike and Pedestrian Outreach

Project No.
4306

Project Description

This project provides for the public outreach activities to promote, educate, and encourage bicycling and walking in support of the circulation policy goals of the City's 2040 General Plan and Trail, Pedestrian, and Bicycle Master Plan. The Valley Transportation Authority (VTA) adopted and established a 2016 Measure B Bike and Pedestrian Education and Encouragement Program. They distributed based funding on a population-based formula to eligible cities that encourages the use of bicycles and walking for transportation rather than motorized vehicles.

Notes

On 6/1/2021, City Council approved a Master Agreement with VTA for the 2016 Measure B Bike and Pedestrian Education and Encouragement Program, and an amendment extending the agreement term to March 31, 2047 on 5/6/2025. In FY 2025–26, staff advanced bicycle education and outreach by presenting program goals to City commissions, producing educational videos, and hosting bicycle safety classes and workshops at major events like the Holi Festival and Earth Day to engage residents and promote safe, sustainable transportation. Funding request in FY 2026–27 is the anticipated annual funding from Measure B for continuing community outreach, educational programming, and promotional activities to encourage safe bicycling, reduce emissions, and advance the City's long-term mobility and sustainability goals.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Administration	319,000	69,000	50,000	50,000	50,000	50,000	588,000
TOTAL	\$319,000	\$69,000	\$50,000	\$50,000	\$50,000	\$50,000	\$588,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Measure B	319,000	69,000	50,000	50,000	50,000	50,000	588,000
TOTAL	\$319,000	\$69,000	\$50,000	\$50,000	\$50,000	\$50,000	\$588,000

Street Resurfacing Project 2026-27

Project No.
4308

Project Description

This project provides for the repair, rehabilitation, and/or reconstruction of roadway pavement. Streets are selected for improvement based on a Pavement Management System to optimize the pavement condition rating and use of funding. Locations and streets may vary dependent on the City's needs and funding. There are currently 129 center lane miles of streets that are owned by the City. The project will include replacement and upgrade of curb, gutter, driveway, sidewalk, installation of ADA ramps, and installation of Class II bike lanes and Class III bike route facilities as described in the adopted 2022 Trail, Pedestrian and Bicycle Master Plan.

Notes

Funding request in FY2026-27 is to resurface various streets including Hillview Dr., from Paseo Refugio Dr. to Tramway Dr., Alcosta Dr., Anacapa Ct., Canada Dr., Las Lomas Dr., Los Positos Dr., Pacheco Dr., Tassajara Road, Terra Bella Dr., Valencia Dr., Aberdeen Way/Ct., Angus Dr., Clyde Ct., Dundee Ave., Glasgow Ct., Loch Lomond Ct., Los Pinos Ave., Paseo Refugio Dr., Santa Rita Dr. from Tramway Dr. to Paseo Refugio Dr., Shelley Ct., Shetland Ct., Troon Ct., Ayer St., Park Brook Ct., Park Glen Ct., Park Grove Dr., Park Heights Dr., Park Hill Dr., Park Oak Ct., Park View Dr., Park Willow Ct., South Park Victoria Dr. from Calaveras Blvd. to Yosemite Dr., and from Yellowstone Ave. to Landess Ave., Yosemite Dr., from Sequoia Dr. to Piedmont Road, Bryce Ct., Zion Ct., Cervantez Ct., Camarillo Ct, and Fox Hollow Ct.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	250,000	100,000	0	0	0	0	350,000
Administration	0	150,000	0	0	0	0	150,000
Inspection	0	100,000	0	0	0	0	100,000
Improvements	0	4,216,109	0	0	0	0	4,216,109
TOTAL	\$250,000	\$4,566,109	\$0	\$0	\$0	\$0	\$4,816,109

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Gas Tax	250,000	0	0	0	0	0	250,000
Measure B	0	2,066,109	0	0	0	0	2,066,109
SB 1 RMRA	0	2,000,000	0	0	0	0	2,000,000
Vehicle Registration Fee	0	500,000	0	0	0	0	500,000
TOTAL	\$250,000	\$4,566,109	\$0	\$0	\$0	\$0	\$4,816,109

Street Resurfacing Project 2027-28

Project No.
4309

Project Description

This project provides for the repair, rehabilitation, and/or reconstruction of roadway pavement. Streets are selected for improvement based on a Pavement Management System to optimize the pavement condition rating and use of funding. Locations and streets may vary dependent on the City's needs and funding. There are currently 129 center lane miles of streets that are owned by the City. The project will include replacement and upgrade of curb, gutter, driveway, sidewalk, installation of ADA ramps, and installation of Class II bike lanes and Class III bike route facilities as described in the adopted 2022 Trail, Pedestrian and Bicycle Master Plan.

Notes

Streets under consideration for resurfacing, but subject to change, are on N. Abbott Ave. from Redwood Ave. to Heath St. and adjacent streets. Funding request in FY2026-27 is for the design phase.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	0	250,000	0	0	0	0	250,000
Administration	0	0	150,000	0	0	0	150,000
Inspection	0	0	100,000	0	0	0	100,000
Improvements	0	0	4,150,000	0	0	0	4,150,000
TOTAL	\$0	\$250,000	\$4,400,000	\$0	\$0	\$0	\$4,650,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Gas Tax	0	250,000	0	0	0	0	250,000
Measure B	0	0	1,900,000	0	0	0	1,900,000
SB 1 RMRA	0	0	2,000,000	0	0	0	2,000,000
Vehicle Registration Fee	0	0	500,000	0	0	0	500,000
TOTAL	\$0	\$250,000	\$4,400,000	\$0	\$0	\$0	\$4,650,000

HSIP Traffic Safety Improvement

Project No.
4314

Project Description

This project provides for the design and installation of retroreflective backplates and the implementation of Leading Pedestrian Intervals (LPI) at all 72 City-owned traffic signal intersections; enhance the visibility with signage, daylighting and beacons of three unsignalized intersection at McCarthy Boulevard and Murphy Ranch Road, Kennedy Drive and N. Park Victoria Drive and N. Temple Drive and Golden Hills Drive, with signage, daylighting and beacons; and improve the horizontal curve along North McCarthy Boulevard, south of the Milpitas and Fremont city boundary.

Notes

In February 2025, the City was awarded a grant in the amount of \$2M from the Local Highway Safety Improvement Program (HSIP) Cycle 12. In November 2025, the City entered into a program supplement agreement with Caltrans for the Project design and administration. Workplan in FY2025-26 and FY2026-27 is to begin the design, which is anticipated to be completed by 2027. Funding request in FY2026-27 is for the construction of the Project, which is anticipated to be authorized in 2027 and begin in 2028.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	300,000	0	0	0	0	0	300,000
Administration	81,900	200,000	0	0	0	0	281,900
Improvements	0	1,711,800	0	0	0	0	1,711,800
TOTAL	\$381,900	\$1,911,800	\$0	\$0	\$0	\$0	\$2,293,700

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Gas Tax	38,190	191,180	0	0	0	0	229,370
Grant	343,710	1,720,620	0	0	0	0	2,064,300
TOTAL	\$381,900	\$1,911,800	\$0	\$0	\$0	\$0	\$2,293,670

Main Street Signal Improvements

Project No.
New

Project Description

This project provides for the design and replacement of outdated traffic signal hardware, including upgrades to non-ADA-compliant pedestrian push buttons and traffic signal hardware, at five (5) signalized intersections along Main Street, from Carlo Street to Great Mall Parkway.

Notes

This project was awarded \$500k earmark from Federal Community Project Funding as part of the House Appropriations Committee fiscal year 2024 bill signed by the President on March 12, 2024. Workplan in FY2025-26 and FY2026-27 is to complete Caltrans E-76 and obligate the funds by 9/30/2027. Funding request in FY2026-27 is for the design and improvement of the Project, which is anticipated to be completed in 2028.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	0	100,000	0	0	0	0	100,000
Administration	0	70,000	0	0	0	0	70,000
Inspection	0	30,000	0	0	0	0	30,000
Improvements	0	300,000	0	0	0	0	300,000
TOTAL	\$0	\$500,000	\$0	\$0	\$0	\$0	\$500,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Grant	0	\$500,000	0	0	0	0	500,000
TOTAL	\$0	\$500,000	\$0	\$0	\$0	\$0	\$500,000

Roadway Preservation Program

Project No.
New

Project Description

The program provides for the ongoing maintenance and preservation of the City’s roadway network to maintain pavement conditions at an acceptable Pavement Condition Index (PCI) and extend the useful life of existing streets. Work typically includes preventative maintenance treatments such as slurry seal, cape seal, crack sealing, and localized pavement repairs.

The program focuses on timely, cost-effective preservation strategies that slow pavement deterioration, reduce the need for more costly rehabilitation or reconstruction, and support safe and reliable travel for motorists, bicyclists, and pedestrians.

Notes

Funding request in FY2026-27 is for the implementation of the Program.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Improvements	0	700,000	0	700,000	0	700,000	2,100,000
TOTAL	\$0	\$700,000	\$0	\$700,000	\$0	\$700,000	\$2,100,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Gas Tax	0	700,000	0	700,000	0	700,000	2,100,000
TOTAL	\$0	\$700,000	\$0	\$700,000	\$0	\$700,000	\$2,100,000

Water Improvement

2027-31 Summary of Estimate Costs

No.	Project Name	Prior Year	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Total
2002	2nd SCVWD Water Reservoir & Pump Station	200,000	0	0	0	3,800,000	9,800,000	13,800,000
2009	SCVWD Second Water Supply Turnout	100,000	0	0	0	0	532,000	632,000
2019	(Rmb) Metro Potable and Recycle Water Distribution	605,000	350,000	0	0	0	800,000	1,755,000
2020	SCVWD Zone 1 Pressure Red. Valve	100,000	0	0	0	0	430,000	530,000
7076	Well Upgrade Program	15,990,000	0	0	0	0	0	15,990,000
7100	Aging Water System/Seismic Improvements	4,382,781	0	0	0	0	0	4,382,781
7110	Hydrant Replacement Program	1,036,360	200,000	200,000	200,000	200,000	200,000	2,036,360
7112	Reservoir Cleaning Program	840,000	0	0	100,000	0	0	940,000
7118	Dempsey Road Water Line Replacement	7,857,772	0	0	0	0	0	7,857,772
7126	Water Conservation Program	1,985,000	0	100,000	100,000	100,000	100,000	2,385,000
7127	Supervisory Control & Data Acquisition	6,716,600	0	200,000	0	0	0	6,916,600
7133	Minor Water Projects	3,946,000	0	100,000	100,000	100,000	100,000	4,346,000
7135	Water Leak Detection & Condition Assessment Program	631,474	0	100,000	100,000	100,000	100,000	1,031,474
7137	On-Call Water Maintenance & Repair Services	1,925,000	350,000	350,000	350,000	350,000	350,000	3,675,000
7140	Cross Connection Control Program	1,150,000	0	200,000	200,000	200,000	200,000	1,950,000
7141	Asset Renewal and Replacement Program	1,685,000	0	1,685,000	1,685,000	1,685,000	1,685,000	8,425,000
7144	Pipeline & Facility Condition Assessment	-	250,000	250,000	2,240,000	0	0	2,740,000
7146	Fire Flow Interconnection Improvements	-	260,000	712,000	0	0	480,000	1,452,000
7147	Pinewood Well Facility Rehabilitation Project	500,000	0	0	2,200,000	0	0	2,700,000
7148	Pressure Reducing Facilities Relocation Project	465,000	0	1,580,000	0	0	0	2,045,000
7149	Sunnyhills Turnout Rehabilitation Project	1,165,000	0	0	0	0	0	1,165,000

7150	Fire Flow Pipeline Improvement-Phase 1	750,000	2,005,000	0	0	0	0	2,755,000
Plan	Risk and Resiliency Improvements	135,000	0	0	2,000,000	0	0	2,135,000
Plan	Fire Flow Pipeline Improvements	-	0	1,470,000	0	240,000	405,000	2,115,000
New	Fire Flow Pipeline Improvement-Phase 2	-	360,000	980,000	0	0	0	1,340,000
	Total Cost	\$52,165,987	\$3,775,00	\$7,927,00	\$9,275,000	\$6,775,000	\$15,182,000	\$95,099,987

(Rmb) Metro Potable and Recycle Water System Distribution

Project No.
2019

Project Description

This project provides for the reimbursement to developers for the construction of potable or recycled water system in the Metro Specific Plan area. This project is the City's effort to diversify the water supply system and offset the use of potable water with recycled water mainly for irrigation purposes. New mains will be installed along Great Mall Pkwy., E. Capitol Ave., Montague Expy., S. Milpitas Blvd., Main St., McCandless Dr., Sango Ct., Tarob Ct., and Piper/Montague subdistrict. In addition, this project includes upgrades to the City's aging potable water system to ensure it can meet both current demands and anticipated needs from future development.

Notes

City reimbursed Lennar \$599,609 for 1,500 feet of recycled water line on Great Mall Parkway in 2019. On 6/20/2023, City Council approved a fee reimbursement of \$605k to Sango Court, L.P. for the construction of 8" recycled water main on Sango Ct. from the Cul-De-Sac to Montague Expressway at 355 Sango Ct. project. Potential future reimbursement for plan segments includes (1) 350 feet on Montague Expy. between Houret Dr. and McCandless Dr.; (2) 3,000 feet on Main St. between Montague Expy. and Great Mall Pky.; and (3) 200 feet on Montague Expy. between Pecten Ct. and Watson Ct. Funding request in FY2026-27 is for the reimbursement of water main extension on Tarob Ct. as part of the Tolls Brother Development- Geomax I (TASP ID: DB#21)

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Improvements	605,000	350,000	0	0	0	\$800,000	1,755,000
TOTAL	\$1,036,360	\$350,000	\$0	\$0	\$0	\$800,000	\$1,755,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
TASP Impact Fees	605,000	350,000	0	0	0	\$800,000	1,755,000
TOTAL	\$650,000	\$350,000	\$0	\$0	\$0	\$800,000	\$1,755,000

Hydrant Replacement Program

Project No.
7110

Project Description

This project provides for replacement of citywide hydrants and related infrastructure as recommended in the 2021 Water Master Plan. The City maintains approximately 2,900 fire hydrants which typically have a service life of 30 years.

Notes

On 3/18/2025, City Council authorized the purchase of 30 hydrants and valves, and the issuance of additional purchase orders as needed for a period of up to five years. Workplan in FY2025-26 is for operation staff to replace hydrants that are knocked down, aging or pose potential risks. Funding request in FY2026-27 is for the purchase and replacement of 30 hydrants and valves to meet the annual replacement goal.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	10,000	0	0	0	0	0	10,000
Administration	5,000	0	0	0	0	0	5,000
Inspection	10,000	0	0	0	0	0	10,000
Improvements	1,011,360	200,000	200,000	200,000	200,000	200,000	2,011,360
TOTAL	\$1,036,360	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$2,036,360

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Water Capital Surcharge	344,260	0	0	0	0	0	344,260
Water Line Extension Fund	692,100	200,000	200,000	200,000	200,000	200,000	1,692,100
TOTAL	\$1,036,360	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$2,036,360

On-Call Water Maintenance & Repair Services

Project No.
7137

Project Description

This project provides for on-call maintenance and repair services of the City's water infrastructure. Work may include, but is not limited to, the repair and replacement of electrical and mechanical systems (VFD & generators), motors and pumps, pipelines, meters, aboveground/underground storage tanks, and other related improvements. All work will be performed on a priority and funding availability basis.

Notes

Funding request in FY2026-27 is for on-call maintenance and repair contracts related to the City's water infrastructure.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Improvements	1,925,000	350,000	350,000	350,000	350,000	350,000	3,675,000
TOTAL	\$1,925,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$3,675,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Water Capital Surcharge	1,697,000	350,000	350,000	350,000	350,000	350,000	3,447,000
Water Line Extension Fund	228,000	0	0	0	0	0	228,000
TOTAL	\$1,925,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$3,675,000

Pipeline & Facility Condition Assessment

Project No.
7144

Project Description

This project provides for a condition assessment of the City's water facilities and pipeline distribution system to manage infrastructure risk before failure as recommended per the adopted Water Master Plan Update, dated June 2021. The assessment for pipelines will focus on metallic and asbestos cement material segments including appurtenances such as air valves, blow off assemblies, fire hydrants, and valves to document estimate remaining useful life; and, for facilities will focus on interties, PRVs, pumping stations, reservoirs, turnouts, and wells that are identified as Level B and C facilities.

Notes

Funding request in FY2026-27 and planned funding requests in FY2027-28 and FY2028-29 are for pipeline and facilities assessment.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	0	225,000	225,000	0	0	0	450,000
Administration	0	25,000	25,000	0	0	0	50,000
Improvements	0	0	0	2,240,000	0	0	2,240,00
TOTAL	\$0	\$250,000	\$250,000	\$2,240,000	\$0	\$0	\$2,740,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Water Capital Surcharge	0	250,000	250,000	2,240,000	0	0	2,740,000
TOTAL	\$0	\$250,000	\$250,000	\$2,240,000	\$0	\$0	\$2,740,000

Fire Flow Interconnection Improvements

Project No.
7146

Project Description

This project provides for the design and installation of new emergency PRVs as recommended per the adopted Water Master Plan Update, dated June 2021. There are several locations where fire hydrants cannot deliver the recommended fire flow while maintaining a 20 psi residual system pressure. Installation of PRVs will improve fire flows under normal operations and provide redundancy. The project includes the replacement and installation of three PRVs at Hammond Way (ECIP-V-01), Cedar (BCIP-V-01) and the end of Corning Ave (ECIP-V-02) and one isolation valves at Coelho (ECIP-V-03).

Notes

Funding request in FY2026-27 is for the planning and design of the Project. Planned funding request in FY2027-28 is for the construction of ECIP-V-01, ECIP-V-02 and BCIP-V-01. Planned funding request in FY2030-31 is for ECIP-V-03.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	0	175,000	0	0	0	0	175,000
Administration	0	70,000	0	0	0	0	70,000
Inspection	0	15,000	0	0	0	0	15,000
Improvements	0	0	712,000	0	0	480,000	1,192,000
TOTAL	\$0	\$260,000	\$712,000	\$0	\$0	\$480,000	\$1,452,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Water Capital Surcharge	0	260,000	712,000	0	0	480,000	1,452,000
TOTAL	\$0	\$260,000	\$712,000	\$0	\$0	\$480,000	\$1,452,000

Fire Flow Pipeline Improvement Phase 1

Project No.
7150

Project Description

This project provides for the design and construction of the upsizing of water mains, identified as ID ECIP-PI-05, 06, 07, 08, 10, 11, 16 in the adopted Water Master Plan Update, dated June 2021, to deliver the recommended fire flow at surrounding fire hydrants. According to the City's potable water design guidelines and the State's recommendations, the City's water system shall provide minimum standard fire flow rate for a required duration while maintaining at least 20 pounds per square inch (psi) residual pressure during a fire flow event.

Notes

Workplan in FY2025-26 is to complete the design by winter 2027. Funding request in FY2026-27 is for the construction, which is anticipated to start in 2027.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	600,000	0	0	0	0	0	600,000
Administration	150,000	0	0	0	0	0	150,000
Inspection	0	75,000	0	0	0	0	75,000
Improvements	0	1,930,000	0	0	0	0	1,930,000
TOTAL	\$750,000	\$2,005,000	\$0	\$0	\$0	\$0	\$2,755,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Water Capital Surcharge	750,000	2,005,000	0	0	0	0	2,005,000
TOTAL	\$750,000	\$2,005,000	\$0	\$0	\$0	\$0	\$2,755,000

Fire Flow Pipeline Improvement Phase 2

Project No.
New

Project Description

This project provides for the design and construction of the upsizing of water mains, identified as ID ECIP-PI-21, 23, 25, 26 in the adopted Water Master Plan Update, dated June 2021, to deliver the recommended fire flow at surrounding fire hydrants. According to the City's potable water design guidelines and the State's recommendations, the City's water system shall provide minimum standard fire flow rate for a required duration while maintaining at least 20 pounds per square inch (psi) residual pressure during a fire flow event.

Notes

Funding request in FY2026-27 is for the design of phase 2, which is anticipated to be completed in 2027. Planned funding request in FY2027-28 is for the construction of the Project, which is anticipated to start in 2028.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	0	240,000	0	0	0	0	240,000
Administration	0	90,000	0	0	0	0	90,000
Inspection	0	30,000	0	0	0	0	30,000
Improvements	0	0	980,000	0	0	0	980,000
TOTAL	\$0	\$360,000	\$980,000	\$0	\$0	\$0	\$1,340,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Water Capital Surcharge	0	360,000	980,000	0	0	0	1,340,000
TOTAL	\$0	\$360,000	\$980,000	0	0	0	\$1,340,000

Sewer Improvement

2027-31 Summary of Estimate Costs

No.	Project Name	Prior Year	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Total
6118	SJ/SC regional Waste Water Facility	99,464,245	2,471,000	8,755,971	6,826,087	6,257,022	16,361,116	140,135,441
6124	Sewer Pump Station Rehabilitation Program	2,852,000	300,000	0	0	0	0	3,152,000
6126	Minor Sewer Projects	313,000	0	50,000	50,000	50,000	50,000	513,000
6134	On-Call Sewer Maintenance & Repair Services	465,000	100,000	100,000	100,000	100,000	100,000	965,000
6135	Sanitary Sewer CCTV Inspections & Improvements	1,617,996	666,000	333,000	333,000	333,000	333,000	3,615,996
6136	Sanitary Sewer Pipeline Improvements	-	0	2,912,000	1,365,000	1,915,000	6,681,000	12,873,000
6137	Forcemain "A" Project	2,940,000	0	23,200,000	0	0	0	26,140,000
6138	Sanitary Sewer Pipeline Improvement-Phase 1	266,000	730,000	0	0	0	0	996,000
New	Sanitary Sewer Pipeline Improvement Phase 2	-	347,000	1,070,000	0	0	0	1,417,000
	Total Cost	\$107,918,241	\$4,614,000	\$36,420,971	\$8,674,087	\$8,655,022	\$23,525,116	\$189,807,437

SJ/SC Regional Waste Water Facility

Project No.
6118

Project Description

The City pumps sewage to the San Jose/Santa Clara Regional Waste Water Facility for waste water treatment before it can be discharged into the San Francisco Bay. The facility was originally constructed in 1956 and is reaching the end of its useful life. The City of San Jose, who operates the facility, is undergoing an estimated \$2 billion rehabilitation project to completely overhaul the facility over the next 30 years. The City of Milpitas uses approximately 7%, which equals to approximately \$140 million of the cost of improvements over the next 30 years. This project funds Milpitas' share of the rehabilitation costs.

Notes

Funding request in FY2026-27 and planned funding request from FY2027-28 to FY2030-31 are based on Water Pollution Control 2026-2030 Draft Capital Improvement Program.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Improvements	99,464,245	2,471,000	8,755,971	6,826,087	6,257,022	16,361,116	140,135,441
TOTAL	\$99,464,245	\$2,471,000	\$8,755,971	\$6,826,087	\$6,257,022	\$16,361,116	\$140,135,441

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Sewer Fund	21,765,000	0	0	0	0	0	21,765,000
Sewer Infrastructure Fund	22,649,245	0	8,755,971	6,826,087	6,257,022	16,361,116	60,849,441
Sewer Treatment Fund	19,550,000	2,471,000	0	0	0	0	22,021,000
Wastewater Revenue Bonds	35,500,000	0	0	0	0	0	35,500,000
TOTAL	\$99,464,245	\$2,471,000	\$8,755,971	\$6,826,087	\$6,257,022	\$16,361,116	\$140,135,441

Sewer Pump Station Rehabilitation Program

Project No.
6124

Project Description

This project provides for facility improvements and upgrades at the Main and Venus Wastewater Lift Stations to improve the resiliency of the system and ensure that sewage will continue to be pumped out of the City to the San Jose Regional Treatment Plant. Work may include, but not limited to, rotational assessment of the wastewater pumps and peripheral equipment rehabilitation; replacement of electrical control, flow meters and equipment, variable frequency drives (VFD), and grinders; upgrades and repairs to pipelines, valves and facilities amenities, etc.

Notes

In FY2024-25, Public Works completed the replacement of two grinders at Main Lift Pump Station. On 11/19/2024, City Council approved the replacement of grinders, which was completed in 2025. Workplan in FY2025-26 and FY2026-27 is to replace or repair grinder(s) and VFD(s), prepare the design for the installation of Vactor Truck Disposal Facility, and the replacement of the air release valves along Forcemain "B" and magnetic flow meters at the Main Lift Station. Funding request in FY2026-27 is for the annual replacement of grinders and VFDs.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	100,000	0	0	0	0	0	100,000
Administration	175,000	0	0	0	0	0	175,000
Improvements	2,477,000	300,000	0	0	0	0	2,777,000
Equipment	100,000	0	0	0	0	0	100,000
TOTAL	\$2,852,000	\$0	\$0	\$0	\$0	\$0	\$3,152,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Sewer Infrastructure Fund	2,852,000	300,000	0	0	0	0	3,152,00
TOTAL	\$2,852,000	\$300,000	\$0	\$0	\$0	\$0	\$3,152,000

On-Call Sewer Maintenance & Repair Services

Project No.
6134

Project Description

This project provides for on-call maintenance and repair services of the City's sewer infrastructure. Work may include, but is not limited to, repair and replacement of electrical and mechanical systems (VFD & generators), motors and pumps, pipelines, and other related improvements. All work will be performed on a priority and funding availability basis.

Notes

Funding request in FY2026-27 is for on-call maintenance and repair contracts related to the city's sewer infrastructure.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Improvements	465,000	100,000	100,000	100,000	100,000	100,000	965,000
TOTAL	\$465,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$965,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Sewer Fund	74,000	0	0	0	0	0	74,000
Sewer Infrastructure Fund	391,000	100,000	100,000	100,000	100,000	100,000	891,000
TOTAL	\$465,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$965,000

Sanitary Sewer CCTV Inspection & Improvements

Project No.
6135

Project Description

This project provides for Closed-Circuit Television (CCTV) inspection of medium to extreme risk 24-inch diameter or greater sewer pipelines and to repair defects discovered during the inspection as recommended per the adopted Sewer Master Plan, dated August 2021. The Master Plan includes an inspection map (figure 9-3) of the highest priority areas which totals 55,000 feet.

Notes

On 10/1/2024, City Council approved a fee reimbursement agreement with the developer of the 1355 California Circle Project for sanitary sewer sectional liner improvements, which was completed in spring 2025. Funding request in FY2026-27 is for the ongoing CCTV inspection of pipelines greater than 24" and repair pipeline defects discovered during inspections. CCTV inspections is anticipated to start in 2026.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Improvements	1,617,996	666,000	333,000	333,000	333,000	333,000	3,615,996
TOTAL	\$1,617,996	\$666,000	\$333,000	\$333,000	\$333,000	\$333,000	\$3,615,996

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Sewer Infrastructure Fund	1,617,996	666,000	333,000	333,000	333,000	333,000	3,615,996
TOTAL	\$1,617,996	\$666,000	\$333,000	\$333,000	\$333,000	\$333,000	\$3,615,996

Sanitary Sewer Pipeline Improvement-Phase 1

Project No.
6138

Project Description

This project provides for the design and construction of sewer pipe segments with significant defects and considered extreme risk with the greatest likelihood of deterioration and the highest consequence of failure, identified as PI 1-5 in the adopted Sewer Master Plan, dated August 2021. The sewer renewal and replacement study in the Master Plan identifies several pipelines that are considered extreme risk of failure based on CCTV inspection, structural rating, susceptibility to liquefaction, pipe obstruction, age, and material type.

Notes

Work plan in FY2025-26 is to complete the design by winter 2027. Funding request in FY2026-27 is for construction, which is anticipated to start in 2027.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	166,000	0	0	0	0	0	166,000
Administration	100,000	0	0	0	0	0	100,000
Inspection	0	20,000	0	0	0	0	20,000
Improvements	0	710,000	0	0	0	0	710,000
TOTAL	\$266,000	\$730,000	\$0	\$0	\$0	\$0	\$996,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Sewer Infrastructure Fund	266,000	730,000	0	0	0	0	996,000
TOTAL	\$266,000	\$730,000	\$0	\$0	\$0	\$0	\$996,000

Sanitary Sewer Pipeline Improvement Phase 2

Project No.
NEW

Project Description

This project provides for the design and construction of sewer pipe segments with significant defects and considered extreme risk with the greatest likelihood of deterioration and the highest consequence of failure, identified as PI 6-10 in the adopted Sewer Master Plan, dated August 2021. The sewer renewal and replacement study in the Master Plan identifies several pipelines that are considered extreme risk of failure based on CCTV inspection, structural rating, susceptibility to liquefaction, pipe obstruction, age, and material type.

Notes

Funding request in FY2026-27 is for the design, which is anticipated to be completed in 2027. Planned funding request in FY2027-28 is for the construction, which is anticipated to start in 2028.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	0	260,000	0	0	0	0	260,000
Administration	0	87,000	0	0	0	0	87,000
Inspection	0	0	30,000	0	0	0	30,000
Improvements	0	0	1,040,000	0	0	0	1,040,000
TOTAL	\$0	\$347,000	\$1,070,000	\$0	\$0	\$0	\$1,417,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Sewer Infrastructure Fund	0	347,000	1,070,000	0	0	0	1,417,000
TOTAL	\$0	\$347,000	\$1,070,000	\$0	\$0	\$0	\$1,417,000

Storm Improvement

2027-31 Summary of Estimate Costs

No.	Project Name	Prior Year	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	Total
3714	Flap Gate Replacement	500,000	0	400,000	0	0	0	900,000
3715	Storm Drain System Rehabilitation	2,616,410	0	0	0	0	0	2,616,410
3719	On-Call Storm Maintenance & Repair Services	245,000	100,000	0	0	0	0	345,000
3724	Main Street Flood Study	250,000	0	1,799,843	0	0	0	2,049,843
3725	Technology Drive Utilities and Road Improvement	4,600,000	0	0	0	0	0	4,600,000
New	Citywide Green Stormwater Infrastructure Improvement	-	200,000	0	0	0	0	200,000
	Total Cost	\$8,211,410	\$300,000	\$2,199,843	\$0	\$0	\$0	\$10,711,253

On-Call Storm Maintenance & Repair Services

Project No.
3719

Project Description

This project provides for on-call maintenance and repair services of all City storm infrastructure, assets, and appurtenances. Work may include, but is not limited to, repair and replacement of electrical and mechanical systems (VFD & generators), motors and pumps, pipelines, aboveground/underground storage tanks, and other related improvements. All work will be performed on a priority and funding availability basis.

Notes

Workplan in FY2025-26 and FY2026-27 is for on-call maintenance and repair contracts related to the city's storm drain infrastructure as needed.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Improvements	245,000	100,000	0	0	0	0	0
TOTAL	\$245,000	\$100,000	\$0	\$0	\$0	\$0	\$200,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
General Government CIP Fund	145,000	0	0	0	0	0	145,000
Strom Drain General Fund	100,000	100,000					200,000
TOTAL	245,000	\$100,000	\$0	\$0	\$0	\$0	\$345,000

Citywide Green Stormwater Infrastructure Improvement

Project No.
New

Project Description

The project provides for the feasibility study, design and implementation of the Green Stormwater Infrastructure (GSI) to reduce the storm water pollutant loads, control runoff volumes, and improve water quality in the local waterways. Under Municipal Regional Stormwater Permit (MRP) 3.0, Provision C.3.j, SCVURPPP requires approximately 46.09 acres of impervious surface across the County of Santa Clara to be retrofitted with GSI during this permit term. The City of Milpitas is required to design and retrofit 5.0 acres of impervious area by June 30, 2027.

Notes

Funding request in FY2026-27 is for the feasibility study and design.

Estimated Cost

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Design	0	150,000	0	0	0	0	150,000
Administration	0	50,000	0	0	0	0	50,000
Inspection	0	0	0	0	0	0	0
Improvements	0	0	0	0	0	0	0
TOTAL	\$0	\$200,000	\$0	\$0	\$0	\$0	\$200,000

Funding Source

Phase	Prior Year	FY2026-27	FY2027-28	FY2028-29	FY2029-30	FY2030-31	Total
Storm Drain General Fund	0	200,000	0	0	0	0	200,000
TOTAL	\$0	\$200,000	\$0	\$0	\$0	\$0	\$200,000

Planned Projects Without Funding

"Planned Projects Without Funding" section identifies long-term infrastructure needs in the City. These projects are not included within the 5-year Capital Budget and are considered as lower priority, funding is not available or have an implementation schedule of 6 years and beyond. Projects will be considered annually to move within the 5-year budget cycle based on project priority and available funding.

Project Categories	Ex. Infrastructure Repair/Replacement Backlog	New Infrastructure	Total
Community Improvement	\$32,800,000	\$220,550,000	\$253,350,000
Park Improvement	\$5,680,000	\$66,820,000	\$72,500,000
Street Improvement	\$9,000,000	\$125,900,000	\$134,900,000
Water Improvement	\$54,000,000	0	\$54,000,000
Sewer Improvement	\$61,600,000	0	\$61,600,000
Strom Improvement	\$57,800,000	0	\$57,800,000
TOTAL	\$220,880,000	\$413,270,000	\$634,150,000

Planned Project Without Funding

Community Improvements

Fire Station No. 1 Building and Site Improvement	Estimated Cost: \$7.0M
This project provides for the building and site improvements at FS No. 1. The mechanical, lighting, roof, and window systems, and the site pavement, have reached the end of their service life.	Project added to the CIP on July 1, 2020
Computer-Aided Dispatch Replacement	Estimated Cost: \$3.5M
The project provides for the design and replacement of the Computer-Aided Dispatch system, which has exceeded its service life.	Project added to the CIP on July 1, 2023
Police/Information Technology Facility/PW Buildings Improvement	Estimated Cost: \$200M
This project provides for the design and construction of a new PD/IT facility at a new site and the renovation of the existing facility for PW operation. Various elements of the building have reached the end of their service life or are not in compliance with code.	Project added to the CIP on July 1, 2020
Fire Station No. 3 Replacement	Estimated Cost: \$20.0M
This project provides for the design and construction of a new Fire Station No. 3, which has reached the end of its service life.	Project added to the CIP on July 1, 2016
Police Firearms Range Improvements	Estimated Cost: \$1.0M
This project provides for improvements to the Police Firearms Range in Alameda County.	Project added to the CIP on July 1, 2024
Energy Management System Upgrades at PD/PW Building & City Hall	Estimated Cost: \$3.0M
This project provides for the replacement and upgrades of the Energy Management System (EMS) at City Hall and the PD/PW Building.	Project added to the CIP on July 1, 2021
Metro Community Facility Building	Estimated Cost: \$16.2M
This project provides for the design and construction of a new satellite community center/recreation facility within the Milpitas Metro Specific Plan area.	Project added to the CIP on July 1, 2019

Planned Project Without Funding

Community Improvements (continued)

Railroad Quiet Zone Feasibility Study	Estimated Cost: \$300k
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The project provides for a feasibility study of the Railroad Quiet Zone along portions of the UPRR Warm Springs corridor within the City of Milpitas.	Project added to the CIP on July 1, 2021
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Citywide Fuel Storage Tank Improvements	Estimated Cost: \$1.0M
The Project provides for the assessment, repairs, and replacement of 27 underground and above ground storage fuel tanks with capacities ranging from 400 to 10,000 gallons.	Project added to the CIP on July 1, 2025

Public Works Parking Facility Improvements	Estimated Cost: \$850k
The Project provides for design and expansion of parking facilities at the City of Milpitas Public Works Department	Project added to the CIP on July 1, 2026

Planned Project Without Funding

Park Improvements

Higuera Adobe Caretaker Cottage Renovation	Estimated Cost: \$200k
This project provides for the interior and exterior restoration of the Higuera Adobe Park caretaker cottage.	Project added to the CIP on July 1, 2016
Ben Rogers Park Renovation	Estimated Cost: \$4.3M
This project provides for the design and construction of improvements at Ben Rogers Park. Improvements may include picnic and playground areas, ADA access and pathways, pedestrian lighting, irrigation and landscaping, site furnishing replacement, and restroom installation.	Project added to the CIP on July 1, 2017
Calle Oriente Park Improvements	Estimated Cost: \$460k
This project provides for the design and construction of improvements at Calle Oriente Park. Improvements may include landscape and irrigation renovation, and site lighting replacement.	Project added to the CIP on July 1, 2022
Calaveras Ridge Park	Estimated Cost: \$1.7M
This project provides for the design and construction of a new park on a City-owned parcel on Calaveras Ridge Drive. The park may include ADA pathways, landscaping, irrigation, picnic areas, and improvements to interpretive displays.	Project added to the CIP on July 1, 2018
Cardoza Park Improvements	Estimated Cost: \$340k
This project provides for the design and construction of improvements at Cardoza Park. Improvements may include picnic areas, ADA access and pathways, irrigation and landscaping, site furnishing replacement, and restroom renovation.	Project added to the CIP on July 1, 2022
Dixon Landing Park Renovation	Estimated Cost: \$4.1M
This project provides for the design and construction of improvements at Dixon Landing Park. Improvements may include picnic and playground areas, irrigation and landscaping, site furnishing replacement, parking lot improvements, sport court and field upgrades, and restroom renovation.	Project added to the CIP on July 1, 2017
Foothill Park Renovation	Estimated Cost: \$2.4M
This project provides for the design and construction of improvements at Foothill Park. Improvements may include picnic and playground areas, ADA access and pathways, pedestrian lighting, irrigation and landscaping, and restroom renovation.	Project added to the CIP on July 1, 2017

Planned Project Without Funding

Park Improvements (continued)

Hall Memorial Renovation		Estimated Cost: \$5.0M
This project provides for the design and construction of improvements at Hall Memorial Park. Improvements may include picnic and playground areas, ADA access and pathways, pedestrian lighting, irrigation and landscaping, utilities, site furnishing replacement, parking lot improvements, sport court upgrades, and restroom renovation.		Project added to the CIP on July 1, 2022
Hidden Lake Park Renovation		Estimated Cost: \$1.8M
This project provides for the design and construction of improvements at Hidden Lake Park. Improvements may include picnic areas, ADA access, pathways, lighting, irrigation, landscaping and shade tree installation.		Project added to the CIP on July 1, 2017
Hillcrest Park Renovation		Estimated Cost: \$2.8M
This project provides for the design and construction of improvements at Hillcrest Park. Improvements may include open space and picnic areas, ADA access and pathways, pedestrian lighting, irrigation and landscaping, utility improvements, site furnishing replacement, and restroom installation.		Project added to the CIP on July 1, 2022
John McDermott Park Renovation		Estimated Cost: \$520k
This project provides for the design and construction of improvements at John McDermott Park. Improvements may include open space, picnic and playground areas, irrigation and landscaping, replacement of site furnishings, and restroom renovations.		Project added to the CIP on July 1, 2022
Milpitas Sports Center Complex Improvements		Estimated Cost: \$3.5M
This project provides for the design and construction of improvements at the Milpitas Sport Center Complex. Improvements may include ADA and vehicular access and pathways, storm drainage improvements, irrigation and landscaping, sport field amenities, and site furnishing replacement.		Project added to the CIP on July 1, 2020
Murphy Park Renovation		Estimated Cost: \$4.6M
This project provides for the design and construction of improvements at the Milpitas Sport Center Complex. Improvements may include ADA and vehicular access and pathways, storm drainage improvements, irrigation and landscaping, sport field amenities, and site furnishing replacement.		Project added to the CIP on July 1, 2009

Planned Project Without Funding

Park Improvements (continued)

Oliver W. Jones Memorial Park Renovation		Estimated Cost: \$1.75M
This project provides for the design and construction of improvements at Oliver W. Jones Memorial Park. Improvements may include open space and picnic areas, ADA access and pathways, pedestrian lighting, irrigation and landscaping, utility improvements, site furnishing replacement, and restroom installation.		Project added to the CIP on July 1, 2022
Parc Metro Central Park Improvements		Estimated Cost: \$370k
This project provides for the design and construction of improvements at Parc Metro Central Park. Improvements may include open space and playground areas, irrigation and landscaping, and replacement of site furnishings.		Project added to the CIP on July 1, 2022
Parc Metro East Park Improvements		Estimated Cost: \$580k
This project provides for the design and construction of improvements at Parc Metro East Park. Improvements may include open space and playground areas, irrigation and landscaping, replacement of site furnishings, and restroom renovation.		Project added to the CIP on July 1, 2022
Parc Metro West Park Improvements		Estimated Cost: \$700k
This project provides for the design and construction of improvements at Parc Metro West Park. Improvements may include open space and playground areas, irrigation and landscaping, replacement of site furnishings, and restroom renovation.		Project added to the CIP on July 1, 2022
Pecot (Bob) Park Improvements		Estimated Cost: \$630k
This project provides for the design and construction of improvements at Pecot Park. Improvements may include ADA access and pathways, irrigation and landscaping, and the installation and replacement of site furnishings.		Project added to the CIP on July 1, 2022
Pinewood Park Improvements		Estimated Cost: \$180k
This project provides for the design and construction of improvements at Pinewood Park. Improvements may include restroom renovations and a playground area.		Project added to the CIP on July 1, 2022

Planned Project Without Funding

Park Improvements (continued)

Rose Garden with Children's Memorial		Estimated Cost: \$300k
This project provides for the design and construction of a Rose Garden at a suitable location. Work includes landscaping, irrigation, hardscaping, a children's memorial monument, and community outreach.		Project added to the CIP on July 1, 2022
Selwyn Park Improvements		Estimated Cost: \$800k
This project provides for the design and construction of improvements at Selwyn Park. Improvements may include picnic and playground areas, irrigation and landscaping, and replacement of site furnishings.		Project added to the CIP on July 1, 2022
Peter D. Gill Park Renovation		Estimated Cost: \$4.0M
This project provides for the design and construction of improvements at Peter D. Gill Memorial Park. Improvements may include open space, picnic and playground areas, irrigation and landscaping, replacement of site furnishings, parking lot improvements, sport court and field upgrades, and restroom renovations.		Project added to the CIP on July 1, 2017
Robert E. Browne Park Renovation		Estimated Cost: \$3.5M
This project provides for the design and construction of improvements at Robert E. Browne Park. Improvements may include open space, picnic and playground areas, ADA access and pathways, pedestrian lighting, utilities, irrigation and landscaping, site furnishings replacement, sport court upgrades, and restroom installation.		Project added to the CIP on July 1, 2017
Sinnott Park Renovation		Estimated Cost: \$4.0M
This project provides for the design and construction of improvements at Sinnott Park. Improvements may include open space, playgrounds and picnic areas, ADA access and pathways, pedestrian lighting, irrigation and landscaping, utility improvements, replacement of site furnishings, installation of a sport court, and restroom upgrades.		Project added to the CIP on July 1, 2015
Starlite Park Renovation		Estimated Cost: \$3.45M
This project provides for the design and construction of improvements at Starlite Park. Improvements may include open space, playgrounds, and picnic areas; ADA access and pathways; irrigation and landscaping; utility improvements; site furnishings replacement; and restroom renovations.		Project added to the CIP on July 1, 2015

Planned Project Without Funding

Park Improvements (continued)

Sunnyhills Albert Augustine Jr. Memorial Park Renovation		Estimated Cost: \$5.6M
This project provides for the design and construction of improvements at Sunnyhills Albert Augustine J. Memorial Park. Improvements may include open space, playground, and picnic areas, ADA access and pathways, pedestrian lighting, irrigation and landscaping, utility improvements, site furnishing replacement, parking lot improvements, and restroom upgrades.		Project added to the CIP on July 1, 2022
Strickroth Park Renovation		Estimated Cost: \$5.0M
This project provides for the design and construction of improvements at Strickroth Park. Improvements may include open space, playgrounds, and picnic areas; ADA access and pathways; pedestrian lighting; irrigation and landscaping; utility improvements; site furnishings replacement; parking lot improvements; and restroom installation.		Project added to the CIP on July 1, 2022
Tom Evatt Park Improvements		Estimated Cost: \$270k
This project provides for the design and construction of improvements at Tom Evatt Park. Improvements may include playground areas, irrigation and landscaping, and replacement of site furnishings.		Project added to the CIP on July 1, 2022
Sports Center Synthetic Fields Replacement		Estimated Cost: \$2.65M
This project provides for the replacement of the synthetic football and soccer fields at the Sports Center Complex, installed in 2016. Life expectancy field is approximately 15 years.		Project added to the CIP on July 1, 2021
Cardoza Park/Dixon Landing Parks Improvements		Estimated Cost: \$7M
This project provides for installation of 4 softball fields at Cardoza Park/Dixon Landing.		Project added to the CIP on July 1, 2026

Planned Project Without Funding

Street Improvements

Traffic Signal Installation	Estimated Cost: \$700k
This project provides for the design and construction of a new traffic signal system. Possible locations include Milpitas Blvd. & Tramway Dr., S. Park Victoria Dr. & Mt. Shasta Ave., N. Park Victoria Dr. & Kennedy Dr., and elsewhere.	Project added to the CIP on July 1, 2008
Trail Amenity Improvements	Estimated Cost: \$3.9M
This project provides for the design and construction of trailhead amenities in the short term, as identified as a high priority and feasibility category in the adopted Trail, Pedestrian, and Bicycle Master Plan, dated May 2022.	Project added to the CIP on July 1, 2023
Montague Expressway Widening – West	Estimated Cost: \$20.2M
This project provides for the City's fair share contribution to the County for streetscape improvements and widening the road on Montague Expy from Great Mall Pkwy to S. Main St. The fair share goal from TASP Impact Fees for streetscape and widening improvement is estimated at \$12.3M (DB#6) and \$7.9M (DB#2), respectively.	Project added to the CIP on July 1, 2019
Railroad Ct. Bridge Replacement	Estimated Cost: \$5.0M
This project provides for the design and replacement of the vehicle bridge at Railroad Court as recommended in the Bridge Preventive Maintenance Program report dated April 20, 2022, at Cornerstone.	Project added to the CIP on July 1, 2023
Gill Park Pedestrian Bridge Replacement	Estimated Cost: \$4.0M
This project provides for the design and replacement of 4 pedestrian bridges over Tularcitos Creek at Canada Dr., Alcosta Dr., Pacheco Dr., and Terra Bella adjacent to Gill Park, as recommended in the Bridge Preventive Maintenance Program report dated April 20, 2022, at Cornerstone.	Project added to the CIP on July 1, 2023
Pedestrian Short-Term Improvements	Estimated Cost: \$54.7M
This project provides for the design and construction of short-term pedestrian improvements, identified as a high priority and in the feasibility category in the adopted Trail, Pedestrian, and Bicycle Master Plan, dated May 2022.	Project added to the CIP on July 1, 2023

Planned Project Without Funding

Street Improvements (continued)

Linear Bikeway Short-Term Improvements		Estimated Cost: \$11.5M
This project provides for the design and construction of short-term linear bikeway improvements, identified as high priority and with a feasibility category recommended in the adopted Trail, Pedestrian, and Bicycle Master Plan, dated May 2022.		Project added to the CIP on July 1, 2023
Bicycle Short-Term Improvements		Estimated Cost: \$1.1M
This project provides for the design and construction of short-term bicycle improvements identified as high priority and in the feasibility category, as recommended in the adopted Trail, Pedestrian, and Bicycle Master Plan, dated May 2022.		Project added to the CIP on July 1, 2023
Traffic Safety Improvements		Estimated Cost: \$7.5M
This project provides for the design and construction of traffic safety improvements at 25 locations identified in the adopted Travel Safety Plan dated December 2023.		Project added to the CIP on July 1, 2024
Montague Pedestrian Overcrossing at Penitencia		Estimated Cost: \$21.5
This project provides for the design and construction of pedestrian overcrossing over Montagues Expressway adjacent to east of Penitencia Creek channel.		Project added to the CIP on July 1, 2016
Main St. Street Light Project		Estimated Cost: \$4.8M
This project provides for the design and construction of Midtown decorative streetlights and signal improvements along South Main Street from Carlo Street to Great Mall Parkway.		Project added to the CIP on July 1, 2016

Planned Project Without Funding

Water Improvements

Asset Renewal and Replacement Program	Estimated Cost: \$43.0M
This project provides for the assessment, renewal, improvement, or replacement of the City's aging water infrastructure, as recommended in the adopted Water Master Plan Update, dated June 2021.	Project added to the CIP on July 1, 2023
Curtis Well Facility	Estimated Cost: \$6.0M
This project provides for the design and construction of the Curtis Well facility, as recommended in the adopted Water Master Plan Update, dated June 2021.	Project added to the CIP on July 1, 2023
Fire Flow Improvements	Estimated Cost: \$3.9M
This project provides for the design and construction of upsizing several water mains, the installation of a backup generator, and the installation of a PRV to improve the water system for fire flow, as recommended in the adopted Water Master Plan Update, dated June 2021.	Project added to the CIP on July 1, 2023
Lower Berryessa Creek Water Line	Estimated Cost: \$1.1M
This Project provides for the design and replacement of an existing 14-inch diameter water line beneath Lower Berryessa Creek to accommodate future improvements within the existing creek corridor.	Project added to the CIP on July 1, 2025

Sewer Improvements

Sanitary Sewer CCTV Inspections & Improvements	Estimated Cost: \$44.6M
This project provides for Closed-Circuit Television (CCTV) inspection of medium- to extreme-risk 24-inch-diameter or greater sewer pipelines and for repair of defects discovered during the inspection, as recommended per the adopted Sewer Master Plan, dated August 2022.	Project added to the CIP on July 1, 2023
Sanitary Sewer Pipeline Improvements	Estimated Cost: \$17.0M
This project provides for the design and construction of sewer pipe segments with significant defects and is considered an extreme risk, with the greatest likelihood of deterioration and the highest consequences of failure, as recommended in the adopted Sewer Master Plan, dated August 2021.	Project added to the CIP on July 1, 2023

Planned Project Without Funding

Storm Drain Improvements

Channel and Lagoon Dredging	Estimated Cost: \$1.5M
This project provides for the removal of debris and deposited soil from City-owned channels and lagoons. The City owns the channel that parallels I-880 from Redwood Avenue to California Circle and lagoons at Hidden Lake, Hall, and California Circle.	Project added to the CIP on June 2, 2019
Penitencia Pump Station Replacement	Estimated Cost: \$10.0M
This project provides for the design and replacement of the Penitencia Pump Station at Hall Memorial Park, as recommended in the adopted Master Plan dated October 22, 2021.	Project added to the CIP on July 1, 2012
Jurgens Pump Station Replacement	Estimated Cost: \$15.0M
This project provides for the design and replacement of the Jurgens Pump Station, as recommended in the adopted Master Plan dated October 22, 2021.	Project added to the CIP on July 1, 2017
Storm Drain Pipeline Capacity Improvements – High Priority	Estimated Cost: \$15.8M
This project provides for the design and construction of storm drain pipelines to increase capacity, as identified as a high priority in the adopted Master Plan, dated October 22, 2021.	Project added to the CIP on July 1, 2023
Storm Drain Pipeline Capacity Improvements – Low Priority	Estimated Cost: \$12.4M
This project provides for the design and construction of storm drain pipelines to increase capacity and creek maintenance, as identified as a low priority in the adopted Master Plan, dated October 22, 2021.	Project added to the CIP on July 1, 2023
Storm Drain Pipeline Extension Improvements	Estimated Cost: \$500k
This project provides for the design and construction of a storm drain pipeline extension as identified in the adopted Master Plan, dated October 22, 2021.	Project added to the CIP on July 1, 2023
Storm Drain Pump Station Improvements	Estimated Cost: \$2.6M
This project provides for the design and construction of improvements at the Abbott, Murphy, Oak, and Spence pump stations, as identified in the adopted Master Plan dated October 22, 2021.	Project added to the CIP on July 1, 2023



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive a Presentation on the FY 2026–27 Proposed Operating Budget and Provide Direction; and Receive the Annual AB 2561 Report on Vacant Positions and Recruitment and Retention Efforts (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; Kelli Parmley, Human Resources Director, 408-586-3086)
Category:	Leadership and Support Services
Meeting Date:	Click or tap to enter a date.
Recommendation:	Receive a presentation on the FY 2026–27 Proposed Operating Budget and provide direction, and receive the report regarding Local Public Employees Vacant Positions, including recruitment and retention efforts and identification of potential hiring process obstacles, to meet AB 2561 Reporting Requirements.

BACKGROUND:

This agenda item presents three related components of the City's FY 2026–27 budget work program for City Council consideration: a structural deficit reduction update including the audit trail requested at the [March 3, 2026](#) Study Session, recommended FY 2026–27 operating budget proposals, and the required [AB2561](#) report on citywide vacant positions and recruitment and retention activities.

On [February 18, 2025](#), staff presented a preliminary five-year General Fund forecast to the City Council identifying a cumulative structural deficit of \$28.5 million through Fiscal Year 2029–30. In response, the City adopted a fiscal strategy focused on bringing the General Fund to structural balance – ensuring that recurring costs do not outpace recurring revenues over the forecast period. Over the following 12 months, staff undertook two sets of actions under that strategy: proposed budget actions incorporated into the adopted FY 2025–26 budget ([June 3, 2025](#)), and forecast assumption updates presented at the [March 3, 2026](#) Study Session. At that Study Session, Vice Mayor Garry Barbadillo, Esq. requested a detailed, itemized explanation of how each action contributed to the deficit reduction; that audit trail is included in this agenda report and the related presentation.

Also presented at that February 18, 2025 meeting was a comprehensive review of the City's recruitment and hiring activities, which have continued into the current fiscal year. As part of the same fiscal strategy, the City initiated in April 2025 a strategic hiring review process under which each newly vacant position is evaluated by the City Manager's Office for operational necessity and fiscal impact before recruitment is authorized. Separately, effective January 1, 2025, Government Code [§3502.3](#) (AB2561) requires public agencies to present the status of vacancies and recruitment and retention efforts at a public hearing before the governing board at least once per fiscal year, prior to adoption of the final budget. The report included in this item addresses both the City's ongoing recruitment activities and satisfies the AB 2561 annual reporting requirement.

Staff is also requesting City Council feedback on recommended FY 2026–27 operating budget proposals, which are described in the Analysis section below.

ANALYSIS:

Structural Deficit Analysis

The City's projected structural deficit at Fiscal Year 2029–30 has been reduced from \$28.5 million to \$5.4 million – an 81 percent reduction. Looking one year further out to Fiscal Year 2030–31, the deficit has been

reduced from \$40.6 million to \$11.5 million – a 72 percent reduction. These results were achieved through a combination of recurring expenditure reductions (\$2.5 million annually, accumulating to \$13.5 million over five years), revenue assumption updates based on actual performance data, and compensation cost realignment to the funds where the work is performed. No service levels were reduced, staffing changes were aligned to areas of reduced demand or negotiated collaboratively with labor partners, and no unplanned reserve draws were required.

City Recruitment, Hiring and Vacancy Report

During the current fiscal year the Human Resource Department has continued its recruitment and hiring activities in partnership with Department staff. The below table provides a summary of the vacancy rate at the end of each quarter of the current fiscal year.

Table 1 - Estimated Vacancy Rate – End of Quarter (data as of March 31, 2026)

Quarter FY25-26	FTE	Vacancies	Vacancy Rate
Q1: Jul - Sept	452	39	8.6%
Q2: Oct - Dec	451	47	10.4%
Q3: Jan - Mar	451	50	11.1%

AB2561 Requirements Regarding Local Public Employees: Vacant Positions

Effective January 1, 2025, Government Code [§3502.3 \(AB2561\)](#) addresses the California Legislature's finding that job vacancies in local government are a widespread and significant problem — one that burdens remaining staff with heavier workloads, contributes to burnout, and drives further turnover — and that the public interest is served by ensuring information concerning public agency employment is available to the public. In response, the statute requires public agencies to present the status of vacancies and recruitment and retention efforts at a public hearing before the governing board at least once per fiscal year, prior to adoption of the final budget. If vacancies within a single bargaining unit reach or exceed 20 percent of authorized full-time positions, the agency must — upon request of the recognized employee organization — disclose additional data, including total vacancies, applicant counts, average time-to-hire, and opportunities to improve compensation and working conditions.

Following are the vacancy rates by bargaining unit for the City of Milpitas as March 31, 2026.

Table 2 – Vacancy Rates by Bargaining Unit

Bargaining Unit	Budgeted FTE	Vacancies	Vacancy Rate by Bargaining Unit (%)	Vacancies In Recruitment
IAFF	72	2	2.8%	2
MEA	71	15	21.1%	5
Mid-Con	67	8	11.9%	4
MPOA	116	11	9.5%	11
Pro-Tech	79	7	8.9%	2
Unrepresented	46	7	15.2%	4
Total	451	50	11.1%	28

MEA is currently the only bargaining unit subject to the enhanced disclosure requirements under AB2561. Human Resources will provide the requisite information upon MEA's request.

FY 2026–27 Operating Budget Proposals

The FY 2026–27 budget proposals carry no net General Fund impact — the 11 proposals presented here total \$2,386,076 across all funds, of which \$2,254,707 is funded entirely through the Equipment Maintenance Fund, Water and Sewer M&O Funds, and the 2005 CFD, with no draw on the General Fund. The remaining \$131,369 in General Fund expenditures is fully offset dollar-for-dollar by corresponding General Fund revenues. The proposal package includes 9 recurring actions and 2 one-time capital outlays.

Table 3. FY 2026–27 Budget Proposals — Summary

#	Proposal	Department	Type	General Fund Expense	Other Funds	General Fund Revenue	Grand Total
1	After the Bell & Summer Camp Staffing Support	Recreation & Community Services	Recurring	\$56,736	—	(\$56,736)	\$0
2	Elimination of Ongoing Grant Consulting Contract	City Manager	Recurring	(\$42,000)	—	—	(\$42,000)
3	Facility Rental Staffing Support	Recreation & Community Services	Recurring	\$18,000	—	(\$18,000)	\$0
4	Injury Navigation Services (Ready Rebound)	Police & Fire	Recurring	\$56,633	—	(\$56,633)	\$0
5	Law Clerk Internship Program	City Attorney	Recurring	\$18,642	—	—	\$18,642
6	Technology Systems Investment	Information Technology	Recurring	\$51,165	—	—	\$51,165
7	Utility Engineering Add/Delete ¹	Public Works	Recurring	—	\$38,421	—	\$38,421
8	Asset Manager Classification Add/Delete — Staffing Realignment ¹	Public Works	Recurring	(\$83,379)	\$63,179	—	(\$20,200)
9	Purchasing Agent Reclassification ¹	Finance	Recurring	\$55,572	—	—	\$55,572
10	Police Vehicle Replacement	Police — Capital Outlay	One-Time	—	\$281,416	—	\$281,416
11	Public Works Fleet Replacement	Public Works — Capital Outlay	One-Time	—	\$2,003,060	—	\$2,003,060
	Grand Total			\$131,369	\$2,254,707	(\$131,369)	\$2,386,076

¹ FTE realignment — one-for-one position substitution, no net increase in authorized headcount.

Operational and Program Proposals

After the Bell and Summer Camp Staffing Support (Recreation and Community Services — General Fund, Recurring, \$0 net). The proposal funds additional part-time staffing to support expanded enrollment in the After the Bell afterschool program and summer camp operations. The incremental General Fund expenditure of \$56,736 is fully offset by program revenue, resulting in no net General Fund cost.

Elimination of Ongoing Grant Consulting Contract (City Manager — General Fund, Recurring, (\$42,000) savings). The City proposes to discontinue an ongoing grant consulting contract. Elimination produces recurring General Fund savings of \$42,000 annually.

Facility Rental Staffing Support (Recreation and Community Services — General Fund, Recurring, \$0 net). The proposal funds staffing to support expanded facility rental operations. The \$18,000 General Fund expenditure is fully offset by rental revenue, resulting in no net General Fund cost.

Injury Navigation Services — Ready Rebound (Police and Fire — General Fund, Recurring, \$0 net). The proposal funds a contracted injury navigation program to support personnel returning from workplace injuries, reducing extended leave durations and associated backfill costs. The \$56,633 General Fund expenditure is fully offset by cost recovery, resulting in no net General Fund cost.

Law Clerk Internship Program (City Attorney — General Fund, Recurring, \$18,642). The proposal establishes a recurring law clerk internship to expand legal support capacity within the City Attorney's Office. The \$18,642 annual cost has no revenue offset and represents a net new General Fund expenditure, offset elsewhere within the overall proposal package.

Technology Systems (Information Technology — General Fund, Recurring, \$51,165). The proposal funds ongoing licensing, maintenance, and support costs for critical technology systems across City operations. The \$51,165 General Fund expenditure reflects the annualized cost of sustaining current service levels and is offset elsewhere within the overall proposal package.

Proposed FTE Realignments

The following three proposals realign existing authorized positions. Each is a one-for-one substitution — no net increase in FTE — and together they carry no net General Fund impact.

Utility Engineering Position Reclassification (Public Works — Water and Sewer M&O Funds, Recurring, \$38,421). The City proposes to delete an existing Utility Engineering position to add an Assistant Engineer to better align the role with current service demands and enhance technical capacity in field operations. The incremental cost of \$38,421 is funded entirely through the Water M&O (\$26,895) and Sewer M&O (\$11,526) funds. There is no General Fund impact.

Asset Manager — Staffing Realignment (Public Works — Equipment Maintenance and Other Funds, Recurring, (\$20,200) net). The City proposes to delete one SCADA Technician position to add an Asset Manager classification and position to strengthen equipment planning, maintenance scheduling, and lifecycle management across City operations. Field crews can only be as effective as the equipment supporting them — sustained investment in asset readiness is what enables personnel to deliver the services residents expect. This is a one-to-one substitution, and the realignment produces a net reduction of (\$20,200) across all funds.

Purchasing Agent Position Reclassification (Finance — General Fund, Recurring, \$55,572). The City proposes to reclassify the current Purchasing Agent position to a Purchasing Manager to better reflect the scope of responsibilities, provide senior-level procurement support across all departments, and align the compensation range with the regional market. The existing salary structure sits approximately \$50,000 below comparable positions in comparable agencies, which has created a persistent recruitment and retention challenge. The incremental General Fund cost of \$55,572 is fully offset within the overall proposal package; there is no net General Fund impact across the package as a whole.

Capital Outlay

Both capital outlay proposals are one-time and funded entirely through the Equipment Maintenance Fund. There is no General Fund impact from either item.

Police Vehicle Replacement (Police — Equipment Maintenance Fund, One-Time, \$281,416). The proposal funds the scheduled replacement of police vehicles consistent with the City's fleet replacement program.

Public Works Fleet Replacement (Public Works — Equipment Maintenance Fund, One-Time, \$2,003,060). The proposal funds the replacement of Public Works fleet vehicles and equipment that are considerably past end of life. The Equipment Maintenance Fund is a dedicated internal service fund capitalized through departmental charges specifically to fund these replacements on a planned cycle.

Budget Information Memoranda

The City Manager's Office has released a number of budget information memoranda to address questions that have been raised during prior City Council discussions on the Fiscal Year 2026-2027 Budget Process and/or to provide additional information to the City Council that is related to the budget process. Copies of these memoranda are provided on the Finance Department's website here: [Budget & Financial Plans | Milpitas, CA](#)

POLICY ALTERNATIVE(S):

Alternative 1: Approve the budget proposals and direct staff to incorporate them into the FY 2026–27 adopted budget.

Pros: Provides staff with clear direction to incorporate all 11 proposals into the FY 2026–27 adopted budget, allowing adequate lead time to complete the personnel, procurement, and budgetary actions necessary for a July 1, 2026 implementation date.

Cons: None identified. The proposals carry no net General Fund impact and have been developed in the context of the City's structural deficit reduction strategy.

Reason for Not Recommending: This is the staff recommendation.

Alternative 2: Approve some or none of the budget proposals.

Pros: Allows City Council to exercise selective discretion over individual proposals prior to budget adoption.

Cons: The proposals collectively carry no net General Fund impact — rejecting individual proposals without regard to the full package may produce unintended fiscal consequences, as several proposals offset one another. Additionally, deferring the FTE realignments delays addressing active recruitment and retention challenges, and deferring the capital outlay items increases operational and liability risk associated with aging fleet equipment.

Reason for Not Recommending: The proposals have been structured as a balanced package with no net General Fund impact. Staff recommends City Council approve all proposals and direct their inclusion in the FY 2026–27 adopted budget.

FISCAL IMPACT:

This agenda item has no fiscal impact. Appropriation authority for any City Council-approved FY 2026–27 budget proposals will be established through the formal budget adoption process.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This item is not a project under the California Environmental Quality Act (CEQA) Guideline 15378(b).

ATTACHMENT(S):

N/A



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt the Innovation District Parks and Trails Master Plan (Staff Contact: Jay Lee, Planning Department, 408-586-3077)
Category:	Community Development
Meeting Date:	5/5/2026
Recommendation:	Adopt a resolution to adopt the Innovation District Parks and Trails Master Plan.

BACKGROUND:

The Milpitas Metro Specific Plan (Metro), adopted by the City Council on [February 7, 2023](#), updated the 2008 Transit Area Specific Plan and established the Innovation District as a new employment-focused area intended to support high-intensity office, research and development, and advanced manufacturing uses. The Metro Plan identifies several public improvements within the Innovation District, including two new parks and a multi-use trail along Berryessa Creek, to enhance recreational amenities and connectivity for future workers and residents. While the Metro Plan designates the general location of these open space facilities, further planning and conceptual design work was required to advance their development.

To support this effort, staff submitted an application to the Metropolitan Transportation Commission (MTC) Priority Development Area (PDA) Planning Grant Program on February 23, 2023, seeking funding to prepare a master plan for parks and trails in the Innovation District. The City Council held a public hearing on [March 21, 2023](#), to express support for the grant application. MTC awarded the City \$200,000 in grant funding for the project on June 28, 2023.

Following receipt of the grant, the City's Purchasing Division issued Request for Proposal (RFP) No. 24-126 on May 8, 2024, for professional services to prepare the Innovation District Parks and Trails Master Plan. The RFP was publicly noticed in accordance with the City's Municipal Code and distributed through the City's eProcurement system. Five proposals were received and evaluated by a staff committee based on established criteria. On June 24, 2024, O'Dell Engineering, Inc. was selected as the top-ranked firm. The City Council adopted Resolution No. 9348 on [August 13, 2024](#), formally accepting the MTC grant and authorizing the City Manager to execute a Professional Services Agreement with O'Dell Engineering, Inc. in an amount not to exceed \$198,178 for preparation of the master plan.

The Innovation District Parks and Trails Master Plan is a complementary planning document to the Metro Plan and Play Milpitas Parks and Recreation Master Plan Update 2021. It identifies future programming for recreation opportunities for workers and visitors within the Innovation District. This document will serve as a starting point for the City to develop the identified park parcels and trail when the land is acquired and funding is available. Alternatively, the City may require private developers to develop the park parcels and trail as part of future private redevelopment of the surrounding area.

ANALYSIS:

The City's General Plan 2040 and Parks and Recreation Master Plan set forth specific goals and standards for parkland provision, recreational programming, and facility development. Within adopted Specific Plan areas, such as the Metro Specific Plan, the City is required to achieve and maintain the parks standard and ratios specified in the relevant plan, emphasizing the creation of publicly accessible spaces and facilities. The Master Plan for the Innovation District directly supports these requirements by identifying new park and trail facilities that address both current deficiencies and anticipated needs resulting from increased employment and residential density in the area. Moreover, the Innovation District Parks and Trails Master Plan advances the

City's commitment to providing a diverse, high-quality public park and trail system that serves the needs of all residents, workers, and visitors.

A key element of the City's approach is the prioritization of projects that maximize recreation opportunities, capacity, and experiences in new parks developed in Specific Plan areas, with an emphasis on inclusivity and multi-generational use. The Innovation District Parks and Trails Master Plan incorporates these principles by proposing amenities and design features that accommodate a wide range of users, including active recreation, passive open space, and community gathering areas. This approach is consistent with the City's policy to leverage partnerships with private developers and other agencies to expand the park system and enhance service levels through joint-use agreements and integrated trail networks.

Development of the Innovation District Parks and Trails Master Plan involved a comprehensive, multi-phase planning process designed to ensure that future park and trail facilities are responsive to site conditions, community needs, and best practices in urban open space design. The work completed as part of the master plan included three primary components: site inventory and analysis, public outreach and engagement, and the development of conceptual designs for the proposed parks and trail.

Existing Conditions Analysis

The site inventory and analysis phase entailed a detailed assessment of the physical, environmental, and regulatory characteristics of the parcels identified for park and trail development. This included evaluating existing pedestrian, bicycle, and vehicular connectivity, adjacent land uses, utility easements, environmental factors such as wind and sun exposure, and proximity to residential areas. The analysis also considered constraints such as limited site access due to ownership by public agencies and private entities, as well as the presence of Special Flood Hazard Areas requiring compliance with Federal Emergency Management Agency (FEMA) floodplain regulations. In addition, an inventory of nine existing parks in the vicinity was conducted to establish a baseline understanding of available amenities and to inform the programming of new facilities.

Public Outreach

Extensive public outreach was conducted to gather input from a broad cross-section of the community and stakeholders. The City hosted two open house community meetings, the first on May 29, 2025, at the Milpitas Community Center, and the second on September 9, 2025, at the Sal Cracolice Community Center. These meetings provided opportunities for participants to learn about the project, review site analysis findings, and provide feedback on desired amenities and design features. Complementing the in-person events, two online surveys were administered, one in spring 2025 and another in fall 2025, advertised through City social media, email lists, and distributed handouts. The surveys solicited preferences on park and trail amenities, programming, and design alternatives, with a total of 91 responses received across both rounds. Community input consistently emphasized the importance of active recreation opportunities, such as playgrounds and sport courts, as well as spaces for community events, natural areas, shaded seating, and accessible walking trails.

Developing the Final Design Concept

Following the initial outreach and needs assessment, the consultant team synthesized community feedback, site analysis results, and relevant policy guidance to develop multiple conceptual design alternatives for each of the two proposed park sites and the Berryessa Creek trail corridor. These alternatives were presented to the public for review and comment during the second round of outreach. Survey participants expressed clear preferences for specific design elements, such as centrally located playgrounds, multi-generational courts, dog parks, and gently curving, shaded trail alignments with ample seating.

Staff also presented the design concepts to the Parks, Recreation, and Cultural Resources (PRCRC) on [November 3, 2025](#) and the City Council on [December 16, 2025](#). The City Council expressed support for the overall vision and approach presented. For the South Park parcel, Councilmembers acknowledged the community's preference for the overall layout of Option 3, which featured more circular forms and expansive open space. However, they also recognized that survey participants favored the programming elements of Option 2, which included a centrally located playground, small dog park, basketball court, and multi-generational courts. Councilmembers directed staff and the consultant to synthesize these preferences by integrating the open space configuration of Option 3 with the amenity mix and playground placement from Option 2, ensuring that the final concept would maximize both usability and community appeal.

Regarding the North Park parcel, Councilmembers noted that survey respondents preferred Option 3, which offered a diverse mix of recreational opportunities. The Council supported advancing this concept, emphasizing the importance of providing amenities that serve a broad range of users, including families, pet owners, and employees in the Innovation District.

For the Berryessa Creek Trail, Councilmembers highlighted the unanimous community support for a trail alignment with gentle, winding curves, as depicted in Option 1. They also endorsed the inclusion of full shading with trees on both sides of the trail and additional seating areas, consistent with public input. The Council requested that the final trail design prioritize comfort, accessibility, and visual connectivity to adjacent open spaces.

In addition to design preferences, Councilmembers provided direction on several cross-cutting issues:

- They emphasized the need for shaded seating and gathering areas throughout both parks and along the trail, citing community concerns about heat and the desire for comfortable outdoor environments.
- Councilmembers encouraged the inclusion of flexible spaces suitable for community events, such as farmers markets and cultural festivals, to support activation and year-round use.
- The Council requested that natural areas for relaxation and walking be incorporated, reflecting strong community interest in passive recreation and wellness.
- Councilmembers reiterated the importance of ongoing engagement with property owners and regional agencies, particularly given the City's current lack of site control over the proposed parcels.
- They directed staff to ensure that the final Master Plan clearly documents the rationale for selected design elements and remains adaptable to future technical studies, property negotiations, and evolving community needs

The culmination of this work is a set of preferred conceptual designs for the Innovation District's parks and trail, which reflect both technical feasibility and the expressed needs and values of Milpitas residents and stakeholders. The master plan documentation includes detailed site analysis maps, summaries of community engagement activities and survey results, and illustrative renderings of the proposed improvements. This comprehensive planning effort provides a robust foundation for subsequent phases of design, environmental review, and implementation.

Final Concept

Table 1: Council Direction and Staff Response Summary

Council Feedback	Incorporated?	How It Was Addressed
South Park – Layout: acknowledged community preference for circular forms and expansive open space of Option 3 as the preferred overall layout	Yes	The preferred South Park concept adopts the circular form from Option 3, including a central open lawn and circular shade structures, as the organizing framework for the final design.
South Park – Programming: Council recognized that survey participants also favored the amenity mix of Option 2 (centrally located playground, small dog park, basketball court, and multi-generational courts)	Noted	The preferred concept retains Option 3 as the base design, which already incorporates many of the same key programming elements as Option 2, including a playground and sport courts, addressing the spirit of Council's direction. As this is a conceptual plan, programming details will be further refined during the design phase once topographic surveys and site investigations are completed.
North Park: Council supported advancing Option 3, which offered a diverse mix of recreational opportunities for families, pet owners, and employees	Yes	The preferred North Park concept is based on Option 3, which includes a dog park, fitness area, sculpture walk, and varied passive and active recreation zones serving a broad range of users.
Berryessa Creek Trail: Council highlighted unanimous community support for a trail with gentle,	Yes	The preferred trail concept uses the gently curving alignment from Option 1, consistent with both Council direction and unanimous community survey results.

winding curves (Option 1). They also endorsed full shading with trees on both sides of the trail, as well as additional seating areas.		The preferred trail design incorporates continuous tree canopy with shade trees on both sides of the trail and integrated seating nodes and seating areas distributed along the trail.
Global comment: Need for shaded seating and gathering areas	Yes	Both preferred park concepts and the trail design incorporate shade structures, shade trees, and seating areas as core design elements, directly addressing heat comfort concerns raised by the community and Council.
Global comment: Flexible spaces suitable for community events, activation, and year-round use	Yes	The preferred South Park concept retains a flexible multi-use loop and open lawn area designed to accommodate food trucks, farmers markets, and community events, consistent with this direction.
Global comment: Natural areas for passive recreation	Yes	The preferred concepts include open lawn areas, walking loops, and natural landscaping elements that support passive recreation and wellness, consistent with community survey results and Council direction.
Global comment: Ongoing engagement	Yes, and ongoing	The Master Plan acknowledges that the City does not own the parcels and that implementation depends on future property acquisition or private development. Engagement with property owners (including Santa Clara Valley Water District, Public Storage, and the industrial building owner) was conducted during the planning process and is expected to continue.
Global comment: Documentation of design rationale and adaptability	Yes	The Master Plan is structured as a conceptual, non-binding planning document that documents the community engagement process, design rationale, and preferred concepts, while explicitly noting that future technical studies (including FEMA floodplain compliance) and property negotiations will inform final design.

The final design for the two parks and trail selected by the majority of community members, PRCRC commissioners, and City Council members was developed with a theme of organic, circular form that define primary spaces. Site furnishings and amenities were designed to embrace this form.

Image 1: South Park Parcel Concept



Image 2: North Park Parcel Concept

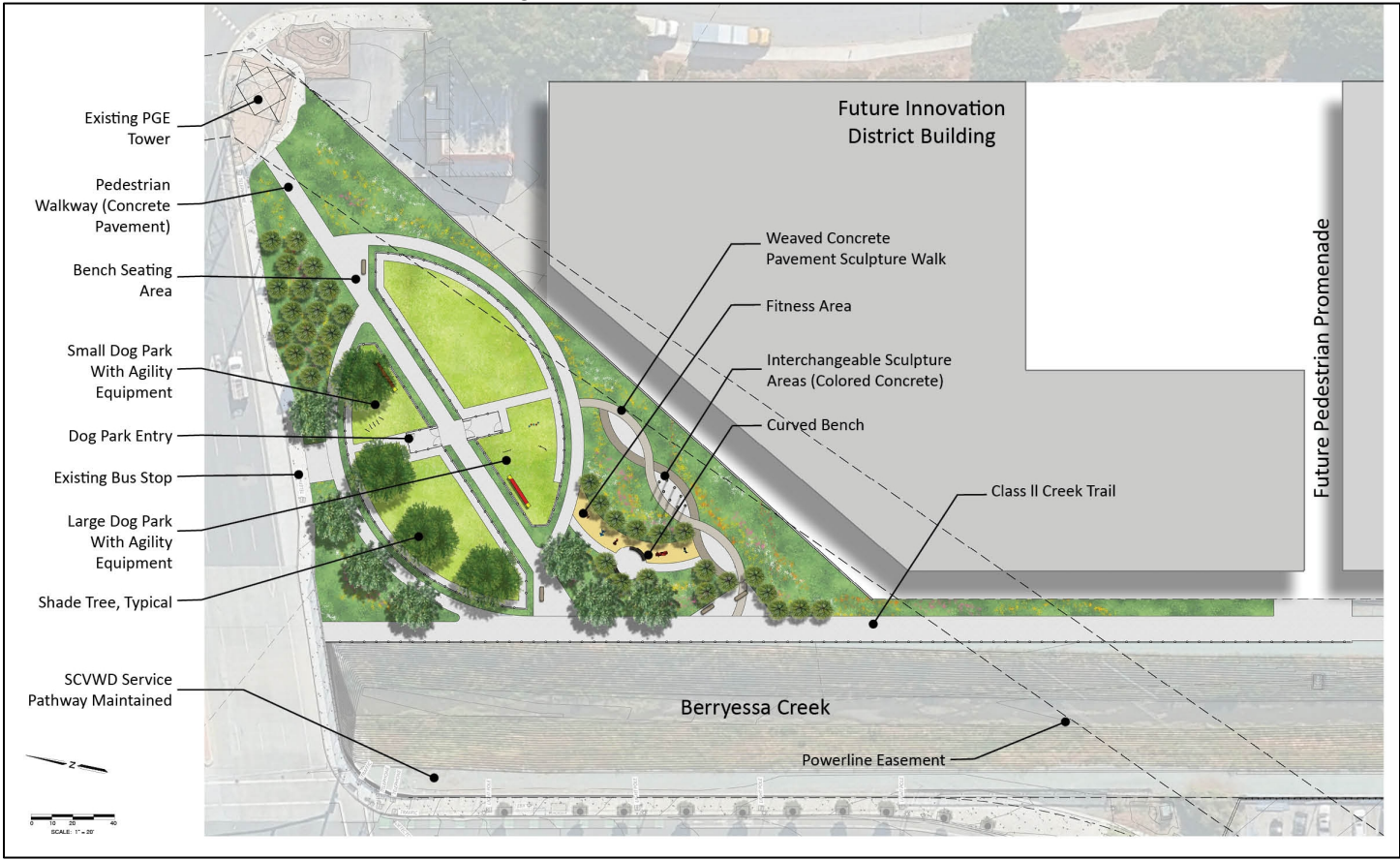
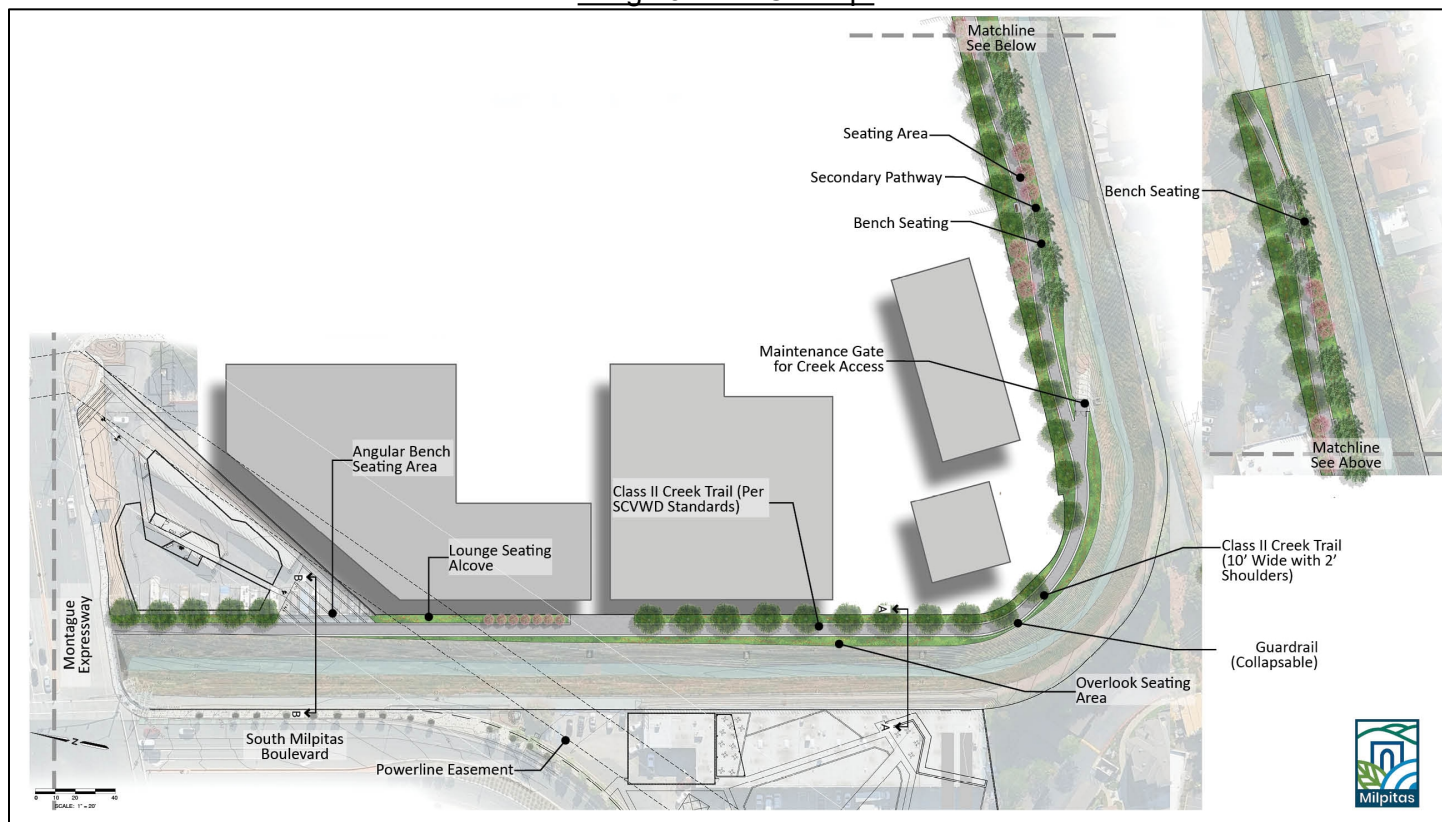


Image 3: Trail Concept



For the South Park parcel, the preferred concept features a central open lawn surrounded by a walking loop, a centrally located playground, multi-generational sport courts, shaded seating areas, and flexible event spaces. The North Park concept includes a diverse mix of amenities such as a dog park, picnic areas, and passive recreation zones, designed to serve both employees and residents. The Berryessa Creek Trail alignment prioritizes comfort, safety, and connectivity, with continuous tree canopy, accessible pathways, and integrated seating. These concepts were developed through iterative community engagement and technical analysis to ensure responsiveness to local needs and long-term adaptability.

POLICY ALTERNATIVE(S):

Alternative: Do not adopt the Innovation District Parks and Trails Master Plan.

Pros: None

Cons: The City would forfeit the benefit of the \$200,000 grant awarded by MTC for the preparation of the Master Plan, resulting in a loss of external funding and significant staff time. The absence of the adopted master plan may reduce the City's eligibility for future grant funding, as many external funding programs require an adopted plan to demonstrate project readiness and community support. Coordination with private developers, regional agencies, and community stakeholders may be less effective, increasing the risk of inconsistent park and trail development outcomes. Furthermore, if the City were to pursue developing the park parcels and trail through its Capital Improvement Program, the City would have to spend additional monies to prepare a new parks and trail design.

Reason for Not Recommending: This alternative is not recommended because the City's adopted Parks and Recreation Master Plan and Trails, Pedestrian, and Bikeway Master Plan emphasize the importance of district-level planning to ensure coordinated, equitable, and sustainable development of parks and trails in areas experiencing significant growth. The lack of an adopted master plan for the Innovation District would create uncertainty for future investments, diminish the City's competitiveness for grant funding and regional partnerships, and result in the inefficient use of previously secured grant funds and staff resources.

PROJECT SCHEDULE/KEY MILESTONES

The following summary outlines key milestones for the major activities of the Innovation District Parks and Trails Master Plan. The two parks and trail improvements may be phased as funding becomes available.

- **Property Acquisition and Technical Studies:** Acquisition of the properties will be the first phase of implementation. Prior to the next phase of design, additional site investigation will be required. Topographic surveying and boundary surveys will also need to be completed. A full geotechnical site investigation, including borings will be required. Soils testing will also be needed to determine if hazardous toxins are in the soil due to previous land use.
- **Initiation of Design and Technical Studies:** The City will initiate detailed design and engineering for the selected parks and trail concept. This phase will include topographic and boundary surveys, geotechnical investigations, and environmental assessments to address site-specific conditions and regulatory requirements.
- **Environmental Review and Permitting:** Environmental documentation and permit applications will be prepared in accordance with applicable local, state, and federal regulations. Coordination with agencies such as the Santa Clara Valley Water District and Pacific Gas & Electric will be required for improvements within utility easements and along Berryessa Creek.
- **Completion of Construction Documents and Bidding:** Final construction documents will be prepared following completion of technical studies and property acquisition. The City will then proceed with procurement and contractor selection in accordance with municipal purchasing requirements.
- **Phased Construction and Implementation:** Construction of park and trail improvements will be implemented in phases as funding becomes available. Initial phases will prioritize areas with secured site control and completed environmental clearance.

The schedule for each milestone is subject to adjustment based on the timing of property acquisition, completion of required studies, and availability of funding for design and construction. Interagency coordination and compliance with permitting requirements may also influence the overall project timeline. If the surrounding area were to redevelop, the City may require the private developer to complete the engineer-level design and construction of the parks and trail.

FISCAL IMPACT:

Adoption of the Innovation District Parks and Trails Master Plan does not, in itself, authorize any capital construction or property acquisition; however, it establishes the policy and planning framework necessary for future implementation activities that will have fiscal implications for the City. The Innovation District Parks and Trails Master Plan provides preliminary cost estimates for the conceptual design of two new parks and a multi-use trail within the Innovation District, which are intended to inform future budgeting, grant applications, and capital improvement programming. These estimates are based on current market conditions and recent regional bid data, but actual costs will be subject to escalation, site-specific conditions, and final design development. Furthermore, these preliminary estimates are for the future design and construction of the parks and trails within the Innovation District, should the City elect to proceed with such improvements. If the City chooses to advance development of the proposed parks and trails, funding for design, construction, and related costs may be funded by the Transit Area Development Impact Fee Fund (TADIF).

The estimated order-of-magnitude costs for the preferred conceptual improvements are as follows:

- South Park (2.2 acres): \$15,494,000
- North Park (0.87 acres): \$6,368,000
- Berryessa Creek Trail (1,896 linear feet): \$9,853,000

These figures include allowances for improvements, design, engineering, testing, administration, and inspections, but do not include land acquisition costs, which are subject to market conditions and will be determined through future negotiations. Additional costs may arise from required environmental mitigation, hazardous materials abatement, and compliance with regulatory agency requirements, as identified in preliminary technical studies.

Implementation of the Master Plan's recommendations, including detailed design, environmental review, property acquisition, permitting, and phased construction, will require identification of new funding sources.

Potential sources may include development impact fees, state and federal grants, special assessments, and partnerships with private developers or other public agencies.

Ongoing operational and maintenance costs for new parks and trails will be determined as part of future project-specific budgeting, once facility designs and programming are finalized. These costs are expected to include landscape and facility maintenance, utilities, staffing, and periodic capital renewal. The City will evaluate the fiscal impact of these ongoing obligations during the design and implementation phases and will bring forward any required appropriations for Council consideration at that time.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

Adoption of the Innovation District Parks and Trails Master Plan constitutes a project under the California Environmental Quality Act (CEQA), as defined by Section 15378(a) of the CEQA Guidelines, because it involves the adoption of a plan that will guide future physical changes to the environment, including the potential development of new parks and trail facilities within the Innovation District. However, approval of the Innovation District Parks and Trails Master Plan at this stage does not authorize any specific construction activities or property acquisition, nor does it commit the City to a definite course of action regarding individual park or trail projects. The Innovation District Parks and Trails Master Plan serves as a policy and planning framework to inform future decisions and project-level actions.

Consistent with CEQA Guidelines Section 15262, adoption of the Master Plan is considered a planning study for possible future actions that the City has not yet approved, adopted, or funded. As such, this action is statutorily exempt from CEQA because it involves only feasibility or planning studies and does not have a legally binding effect on any possible future use of the environment. Environmental factors have been duly considered in the preparation of the Master Plan, and any future implementation actions, such as site-specific design, property acquisition, or construction, will be subject to separate, project-level environmental review in accordance with CEQA requirements prior to approval or commencement of those activities pursuant to Cal. Code Regs., tit. 14, § 15262.

ATTACHMENT(S):

- (a) Draft Innovation District Parks and Trails Master Plan
- (b) Resolution

INNOVATION DISTRICT PARKS AND TRAIL

2026 MASTER PLAN



PARKS, RECREATION & COMMUNITY SERVICES



3	CHAPTER I - INTRODUCTION
	03 THE VISION
	05 EXECUTIVE SUMMARY
6	CHAPTER II - SITE INVENTORY AND ANALYSIS
	07 SITE ANALYSIS
	10 FLOODPLAIN & DRAINAGE CONDITIONS
	11 LOCAL PARK INVENTORY SUMMARY
	16 LAND USE AND ZONING
	16 DESIGN CONTINUITY
	17 PLANNING DOCUMENTS REVIEW
20	CHAPTER III - PUBLIC OUTREACH
	20 PUBLIC OUTREACH PROCESS
	20 PHASE ONE
	22 PHASE TWO
	24 PARKS, RECREATION, & CULTURAL RESOURCES COMMISSION (PRCRC) WORKSHOP
	24 CITY COUNCIL WORKSHOP
26	CHAPTER IV - PARKS AND TRAIL CONCEPTUAL DESIGNS
	26 DESIGN CONSIDERATIONS
	27 PARK DESIGN NARRATIVE
	29 TRAIL DESIGN NARRATIVE
31	CHAPTER V - IMPLEMENTATION
	31 PHASING AND IMPLEMENTATION
	32 COST ESTIMATE
	33 AGENCY PERMITTING AND APPROVALS
35	APPENDIX
	36 APPENDIX A - SURVEY SUMMARY
	•SURVEY #1
	•SURVEY #2
	53 APPENDIX B - OUTREACH MATERIAL
	64 APPENDIX C - GEOTECHNICAL REPORT
	88 APPENDIX D - ENVIRONMENTAL REPORT

CHAPTER I

INTRODUCTION

THE VISION

The City of Milpitas is dedicated to the long-term planning and development of the city into a vibrant community supported by well-balanced housing, retail and employment opportunities. This effort includes five major development districts intended to support the city's urbanization efforts. As one of the five districts in the Milpitas Metro Specific Plan (MMSP), the Innovation District is anticipated to be a thriving employment destination in Silicon Valley, featuring modern offices, creative flex spaces, and research and development (R&D) buildings. The District encompasses land on both sides of Montague Expressway and S. Milpitas Boulevard, including the Milpitas Transit Center allowing increased access to the area.

In support of new R&D residents, the MMSP designated four parcels as permanent open space. These parcels are located at the intersection of Montague Expressway and S. Milpitas Boulevard and

follow Berryessa Creek. Inclusion of these spaces will be beneficial to workers and visitors as studies have shown that open space promotes positive mental health, increases cognitive performance, overall health and well-being.

The Innovation District Parks and Trail Master Plan is a complimentary planning document to the MMSP and Play Milpitas Parks & Recreation Master Plan Update 2021. It aims to identify future programming for recreation opportunities for future workers and visitors of the Innovation District. This document will serve as a starting point for the City to develop the identified park parcels and trails when the land is acquired and funding is available. It is important to note that any designs and ideas proposed in this document are preliminary and devised based on current master planning efforts. Concepts provided in this document may be altered later during the Capital Improvement Plan process.

FIG. 1.1 - PROPOSED INNOVATION DISTRICT SOUTH PARK RENDERING



EXECUTIVE SUMMARY

Developed to support planning improvements identified in the Innovation District Action Plan 2022, this document outlines priorities and goals for the future development of approximately eleven acres for parks and open space to support future Research & Development Center employees and visitors. Through research and obtaining community input, it is apparent that the future design of the park should prioritize providing a diverse mix of recreational opportunities specifically with a focus on spaces for work breaks, informal meetings, walking paths, shaded areas and more. While the City does not yet own the parcels, the master planning process and final master plan document is a first step of the overall planning process and opens up opportunities for the city to qualify for future grants and secure funding to bring the goals and design in this document to fruition.

SITE INVENTORY AND ANALYSIS

Efforts in developing the Innovation District Parks and Trail Master Plan began in 2025 with reviewing existing planning documents and efforts surrounding the Innovation District. Relevant documents and agency design guidelines were reviewed in detail to understand planning context and restrictions surrounding the identified park parcel. Existing parks nearby were inventoried to assess existing amenities. Due to site access restrictions, a complete geotechnical report could not be completed at the time of master plan development and will need to be performed during the Capital Improvement Project (CIP) stage.

PUBLIC OUTREACH

Input from the public is crucial for creating spaces that will be actively used. Two phases of outreach were held to solicit input from community members. Phase one occurred between May and June 2025 and was intended to inform the community of the project and gather programming preferences for the parks and trail. Members of the community had the opportunity to participate either in person on May 20 at an open house, or through an online survey that was open between May 3 through June 20. Through the first phase of outreach, it was clear that the community's preference include both active and restful experiences with an emphasis on safe and accessible spaces.

With the feedback received from Phase One, three park and two trail concepts were created. The concepts were shared with the public in Phase Two where a meeting was held on September 9, 2025 at a park near the project site. An online survey was made available between September 8 to October 13, 2025, asking participants to share their thoughts and preferences between the different designs.

Concepts were also shared with both of the Parks, Recreation, and Cultural Resources Commission (PRCRC) and City Council members.

CONCEPTUAL DESIGNS

Three (3) different park concepts for the north and south parcels and two (2) trail concepts were developed based on community feedback, needs assessment, and understanding of future land uses for Innovation District. It is assumed that most park users will be office workers, commuters and residents in the adjacent neighborhoods. The park itself consists of two parcels located on the west side of the Montague Expressway and S. Milpitas boulevard intersection. Based on feedback from the public outreach process and meetings with both City Council and Parks, Recreation, and Cultural Resources Commission (PRCRC), the preferred design is Park Concept Option 3 with organic forms, a large social gathering space, and diverse recreation opportunities. Due to the minimal differences between the trail designs, not one design was favored. Rather than picking one of the two, future improvements for the trail should prioritize seating and shade along the trail.

While the Park Concept Option 3 design appears to be the preferred design, it is important to note that changes and modifications to design and programming may occur later during the Capital Improvement Plan stage. Available funding for the project and public sentiment may differ from the master plan. This master plan effort is intended to be a guide for city staff for future improvements of these identified parcels.

CHAPTER II

SITE INVENTORY AND ANALYSIS

This section provides an overview of the site inventory and analysis performed during the early stages of the master planning process. Efforts include reviewing relevant planning documents, codes, drawings, and GIS datasets that are pertinent to the development of this master plan. Coupled with the site inventory of the four parcels and of nearby parks, findings in this section support the public outreach process and inform concept design decisions.

Key focus areas of the review include:

- Background and history of the project
- Design continuity with the broader Metro Area
- Site constraints and opportunities
- Existing programming and amenities are nearby parks
- Legal and regulatory compliance

On-site investigation and analysis include an inventory of nearby existing parks and a review of relevant planning documents. A topographic survey was performed and is available for use in identifying existing site conditions during the conceptual design phase.

A preliminary Geotechnical Report (see Appendix C) was completed in February 2026 utilizing historic data and available research. The project was found suitable for the proposed development, however a full design level geotechnical investigation is recommended as part of the design development process, once the City of Milpitas has acquired the properties.



Fig. 2.1 - View to the South of Berryessa Creek South of Montague Expressway

SITE ANALYSIS

To determine opportunities and constraints of the existing sites identified for development of the Innovation District parks and trail, several existing conditions were inventoried and assessed. A preliminary site analysis of the parks and trail parcels has been performed. Included in the assessment are the following:

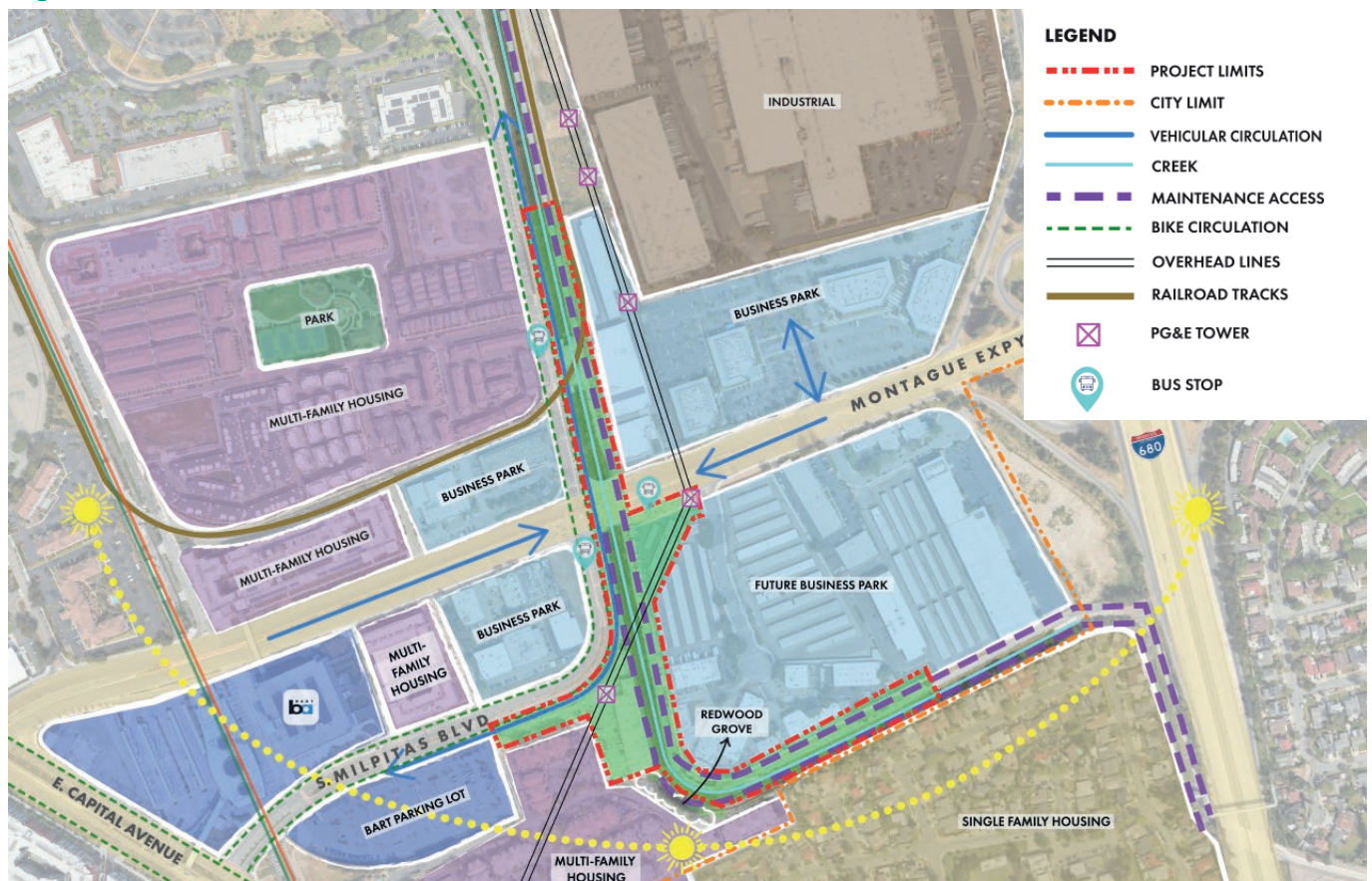
- Existing pedestrian, bicycle, and vehicular routes were identified and assessed for potential connectivity.
- Adjacent land uses were identified.
- An existing PG&E Easement is indicated.
- Environmental influences such as wind direction, and sun angles were identified.
- Proximity to residential areas is identified.

The site is approximately eleven acres and is located centrally in the Innovation District. It currently comprises of a portion of Berryessa Creek, and existing land owned by three entities: a private owner, Public Storage, and Santa Clara Valley Water District. There are several cell towers and an overhead power easement running through the properties.

The Innovation District is comprised of multi-family housing and industrial uses. The Milpitas Bart station and VTA bus line are nearby. Bicycle routes and pedestrian sidewalks provide connectivity. A railroad line bisects the north section of Berryessa Creek. The streetscape along S. Milpitas Boulevard appears to be a recent installation with lighting and street trees enhancing the pedestrian path.

Access to the sites remains limited due to the land owned by a public agency and two private operators. There is an existing Class I bike path along S. Milpitas Boulevard, along with sidewalks on both sides of Montague Expressway and the S. Milpitas Boulevard extension. The creek is bisected by Montague Expressway, which is a busy and multi-lane arterial street, providing vehicular connection and access to I-680 on the east. On the north side of the site, there is an existing, active railroad track over Berryessa Creek.

Fig. 2.2 - SITE ANALYSIS DIAGRAM



PROJECT SITE PHOTOS - EXISTING CONDITIONS



Fig. 2.3 - View to the East at West of Private Property on S. Milpitas Boulevard



Fig. 2.4 - View of Private Property from S. Milpitas Boulevard



Fig. 2.5 - North View of Berryessa Creek at S. Milpitas Boulevard and Garden Street Intersection



Fig. 2.6 - View of the North End of Private Property along S. Milpitas Boulevard, with Creek Behind



Fig. 2.7 - North View of Berryessa Creek at S. Milpitas Boulevard and Montague Expressway Intersection



Fig. 2.8 - View of Public Storage Property from Montague Expressway



Fig. 2.9 - View of Berryessa Creek North of Montague Expressway



Fig. 2.10 - South View of Berryessa Creek along S. Milpitas Boulevard



Fig. 2.11 - View of Existing Railroad and Crossing Tracks along S. Milpitas Boulevard



Fig. 2.12 - South View of Maintenance Access Path along Berryessa Creek North of Montague Expressway

As shown in fig. 2.5, 2.9 and 2.11, the existing conditions along S. Milpitas Boulevard will not allow an accessible path of travel along the street to provide access to the northern trail section. This condition along with the active railroad line led to the conclusion that the trail extension to the north be eliminated from the project.

The creek parcel is managed by Santa Clara Valley Water District (SCVWD). Currently, the south portion is fenced and locked, accessible by permit application to the SCVWD. There is a gravel service road along a portion of the creek on the east side, which may be suitable for a pedestrian path. The creek runs south into the San Jose city limits.

Currently, views around the site remain unobstructed and open, providing views of the hills on the east and clear visibility of the trail. A grove of redwood trees on the south end screens the views in that area from the adjacent multi-family home development. Although the creek is fenced, views of the creek are allowed through a black metal fence.

FLOODPLAIN AND DRAINAGE CONDITIONS

The project site is partially located within Special Flood Hazard Areas, with a base flood elevation of 1 to 3 feet (as shown in fig. 2.13). The remainder of the site falls within Other Flood Areas, which is interpreted as the 500-year flood zone. The north-

south segment of Berryessa Creek, located south of Montague Expressway, is equipped with flood walls. At this time, no storm drainage improvements are proposed that would affect the project's design.

FIG 2.13 - FLOODPLAIN ZONE OF SITE



LOCAL PARK INVENTORY SUMMARY

A site inventory has been performed at nine existing nearby parks prior to the development of preliminary parks and trail conceptual designs in the Innovation District. Below are descriptions of the existing conditions at each park. This investigation provides information that are used in assessing the needs for Innovation Parks and Trail, along with other research and reviews of existing planning documents.

AUGUSTUS RATHBONE PARK

Type: Urban Park

Size: 0.73 acres

Construction Date: 2017

Park Description:

Located in a quiet, high-density residential area, Augustus Rathbone Park is a small park providing recreational open space to the community. The park is well used and active. Amenities include a walking path, a covered picnic area, open picnic areas, a large lawn area suitable for free play, bike racks and an art sculpture. Accessible seating and play areas are included.



Fig. 2.14 - Augustus Rathbone Park Playground

BOB MCGUIRE PARK

Type: Neighborhood Park

Size: 3.00 acres

Construction Date: 2015

Park Description:

This park is nestled within a multi-family housing neighborhood and is well used. The Sal Cracolice Recreational Facility, situated within the park, includes meeting rooms and restrooms, and is used for recreation events. There is an amphitheater area with a small stage, including seating underneath a shade shelter. The walking pathways wind throughout the park areas including a fenced 2-5 area, a 5-12 play area, and an open lawn. Tennis courts line the south end. The park has a strong connection to the neighborhood housing.



Fig. 2.15 - Bob McGuire Park Tennis Court

CREIGHTON PARK

Type: Neighborhood Park

Size: 5.00 acres

Latest Renovation Date: 2020

Park Description:

This neighborhood park provides many recreation spaces for activities within the community. There are several connections to the neighborhood streets and pedestrian walkways. The park was recently renovated in 2020. The amenities included are playgrounds, dog play areas, a restroom building, fitness stations and a large lawn area. Surrounding the grand lawn is a looped pathway.



Fig. 2.16 - Creighton Park Playground

DELANO MANONGS PARK

Type: Neighborhood Park

Size: 4.00 acres

Construction Date: 2024

Park Description:

This Community Park is located adjacent to Mabel Mattos Elementary School. The park includes a community garden area, fitness stations, two dog play areas, shaded and open picnic areas and an open field. The park has a large inclusive playground as well as a smaller playground adjacent to a butterfly garden. Sport courts and the multi-purpose lawn area are available to the public when school is not in session. Other support amenities include storm water management basins, parking, restrooms and a maintenance building.



Fig. 2.17 - Delano Manongs Park Playground

METRO TANGO PARK

Type: Urban Park

Size: 2.55 acres

Construction Date: Estimated completion 2029

Under design development at time of master plan preparation.

PARC METRO CENTRAL

Type: Urban Park

Size: 0.58 acres

Construction Date: 2003

Park Description:

Park amenities include a large multi-purpose lawn surrounded by a pathway with bench seating. There are picnic areas and two playgrounds. The park does not have accessible furnishings, and several amenities need repair or replacement. Mature trees provide shade along the path during the summer months.



Fig. 2.18 - Parc Metro Central Lawn

PARC METRO EAST

Type: Urban Park

Size: 2.06 acres

Construction Date: 2003

Park Description:

This small urban park includes amenities to support passive recreation. There is a small play area, picnic areas, and a lawn area surrounded by a pathway. A large shade shelter covers a seating area. The park has a restroom building and pedestrian lighting. The concrete pavement and lawn are in fair condition. Near the entrance, there is a very small play area. The play equipment and site furnishings are outdated and showing wear.



Fig. 2.19 - Parc Metro East Picnic Area

PARC METRO WEST

Type: Urban Park

Size: 0.98 acres

Construction Date: 2003

Park Description:

This urban park located near Park Metro Central has a formal design style and is fence enclosed with two entry points. Amenities include picnic areas, playgrounds, game tables and seating along the perimeter pathway. Arbors and mature trees provide shade during the summer season. The picnic tables and lawn areas are in good condition; however, the playgrounds are in need of renovation.



Fig. 2.20 - Parc Metro West Lawn

PINEWOOD PARK

Type: Urban Park

Size: 9.88 acres

Construction Date: 2003

Park Description:

This park is a busy hub with several group picnic areas, and lighted sport courts. A walking path surrounds a large multi-use lawn. There are benches and bike racks, restrooms and parking. Throughout this large park, there are playgrounds which are heavily used.



Fig. 2.21 - Pinewood Park Playground

SINNOTT PARK

Type: Neighborhood Park

Size: 4.67 acres

Construction Date: 1970

Park Description:

Sinnott Park is adjacent to John Sinnott Elementary School and is connected via a pathway to Browne Park and Murphy Park to the north, creating a greenbelt within the larger neighborhood. The park is currently undergoing renovations that include improvements to the picnic area, playground, pathway and restroom building as well as the installation of fitness stations. The current picnic area is shaded by trees. Sand volleyball court is located adjacent to the playground. Walking pathways surround a large open lawn with mature trees, and lead to adjacent neighborhoods.



Fig. 2.22 - Sinnott Park Playground

GAP ANALYSIS - 1/2 MILE RADIUS FROM NEARBY PARKS

In the study of existing conditions, a gap analysis (as shown in fig. 2.23) was conducted using Geographic Information System (GIS) analysis methods. This study allowed us to visualize areas that are either adequately served or underserved within a 1/2 mile walk, which is considered a comfortable walking distance for pedestrians. As shown in the image below, most areas around the project site in the Innovation District are within a 1/2 mile walk to parks but receive comparatively lower levels of park access by foot than other neighborhoods.

FIG. 2.23 - NEARBY PARK GAP ANALYSIS MAP



Through the inventory of existing parks in the area, and assessment of the amenities at each park location, the needs for additional park amenities in this region of the City of Milpitas was determined. The matrix (as shown in fig. 2.24) along with the gap analysis informed the final programming for the Innovation District Parks.

[illegible]

UP = Urban Park

LAND USE AND ZONING

The project site consists of four parcels. Berryessa Creek runs through two linear parcels designated as Permanent Open Space within the General Plan and zoned as Park Open Space (POS). The larger parcel located west of the creek and the smaller triangular parcel to the east are also zoned as POS. Most surrounding parcels are zoned as Metro Business Park Research and Development (BPRD-Metro).

Future development of the adjoining BPRD-Metro parcels may influence the parks and trail design, particularly for pedestrian and vehicular circulation and shading impacts. The BPRD-Metro zone permits building heights of up to eight stories, Floor Area Ratios (FAR) between 1.0 and 2.5, zero front setback, and 10-foot interior and rear setbacks.

The SCVWD guidelines for improvements along Berryessa Creek require a minimum 25-foot setback from the top of bank or any adjacent maintenance road. Additionally, the majority of the site lies within 1% flood zone. The project may be subject to the municipal floodplain management regulations.

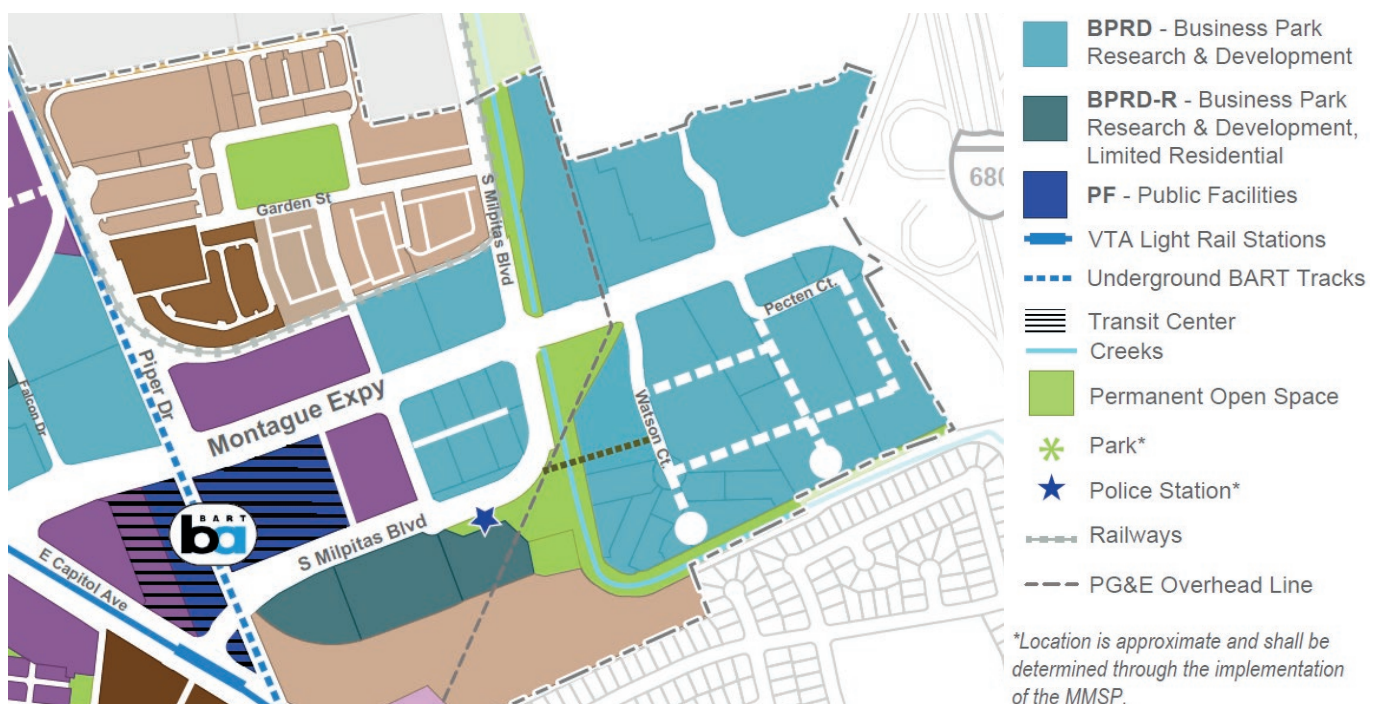
In addition to standard zoning regulations, the Municipal Code includes special development standards and allowable uses. Food trucks are permitted in both the BPRD-Metro and POS zones. Pursuant to Assembly Bill 2097, no minimum

vehicular parking is required, as the site is located within one-half mile of the Milpitas BART Station. Notably, a new station substation is proposed within the western park parcel, near the Milpitas Transit Center. Additionally, a Pacific Gas and Electric (PG&E) easement approximately fifty feet in width traverses the site in a northeast-to-east direction.

DESIGN CONTINUITY

The Milpitas Metro Specific Plan (MMSP) proposes a pedestrian bridge over Berryessa Creek to provide a direct connection to the broader Metro Area. The bridge is aligned with S. Milpitas Boulevard along an east-west axis. The MMSP also outlines trail improvements, including permeable, all-weather surfaces with a minimum width of eight feet (12 feet preferred) to accommodate maintenance vehicles. Trail improvements must be coordinated with Santa Clara Valley Water District. Shade trees are recommended at 30-foot intervals along trails, and pedestrian-scale safety lighting is required throughout the area. Wayfinding signage should be implemented through a coordinated Milpitas Metro Signage Program. Additionally, the MMSP envisions a future focal point at Montague Expressway and S. Milpitas Boulevard, with a visual emphasis from west to east.

FIG. 2.25 - INNOVATION DISTRICT MAP (FROM MILPITAS METRO SPECIFIC PLAN)



PLANNING DOCUMENTS REVIEW

The Westwood team reviewed relevant planning documents, codes, drawings, and GIS datasets pertinent to the project scope. The following are key research documents related directly to the project. The findings from this review are further assessed below and will inform concept design decisions. Key focus areas of the review include:

- The background and history of the project
- Design continuity with the broader Metro Area
- Site constraints and opportunities
- Legal and regulatory compliance

Milpitas Metro Specific Plan 2023

The Milpitas Metro Specific Plan (MMSP) is a 20-year horizon planning document for the 510-acre Metro Plan Area located on the southern portion of Milpitas. It is an update to the Transit Area Specific Plan (TASP) that was adopted in 2008 and emphasizes a vibrant, transit-oriented community with park spaces, commercial development, housing, retail, and entertainment. It establishes land use and open space policies, including a specific set of improvements and design guidelines, to ensure the creation of outdoor spaces for place making and the contribution of high quality of life.

A publicly accessible parks and trail connection is planned for the Innovation District, including a pedestrian bridge over Berryessa Creek that will provide a direct connection to the rest of the Metro Area. The outreach results for the Milpitas Metro Area highlighted community needs and preferences for public spaces including places to gather, contemplative spaces, and recreational spaces. The proposed parks and trail improvements will also provide recreational opportunities for workers, who are anticipated to be key user groups of the space.

Innovation District Action Plan 2022

The Innovation District Action Plan builds upon the vision and policies from the MMSP, along with the City's General Plan and Economic Development Strategy. The Action Plan provides the current characteristics of the Innovation District, existing land use review of subareas within the Innovation District, case studies analysis, and fourteen recommended actions. Each recommended action is incorporated into one of the following three categories: incentivizing new development; funding and investing; and city leadership, outreach, and partnerships.

Parks and Recreation Master Plan 2021

The Parks and Recreation Master Plan Update is a 20-year strategic planning document that identifies strategies to address current recreation needs and provides a long-term vision for anticipated recreation demands in the Milpitas community. The Plan inventoried 36 City parks, including Bob McGuire Park and Augustus Rathbone Park. Open space policies from the Milpitas Metro Specific Plan were developed in conjunction with the Parks and Recreation Master Plan. The Recreational Value System is a points-based system that was established to ensure parks are reaching their maximum potential in providing recreational opportunities and amenities. The point-based system captures categories as diverse recreation experiences including Active Uses, Contemplative Uses, Social Uses, Support Facilities, and Required Amenities.

General Plan 2040

The City of Milpitas General Plan is a comprehensive, long-term plan that guides the physical development of the city. Policies related to public spaces and public art, park and trail system, and recreational opportunities are developed in the General Plan. This includes providing recreational opportunities for all residents and providing places that support social interaction, connections to nature and physical fitness to promote community health and wellness.

Trail, Pedestrian, and Bicycle Master Plan 2022

The Trail, Pedestrian, and Bicycle Master Plan establishes a vision and action plan for the City to create a complete and connected network of bicycle and pedestrian facilities. The Plan reviewed nearly 50 miles of the existing bike network and performed a needs analysis. There are several existing bikeways in the Innovation District, including Class III: Bike Routes along S. Milpitas Boulevard north of Montague Expressway and a small portion of Landess Avenue west of Highway 680. A Bicycle Level of Traffic (LTS) analysis was performed, and this identified Montague Expressway and Great Mall Parkway as "High Need, Low Feasibility." Improving connections to the Milpitas BART station and transit and expanding access to trails along S. Milpitas Boulevard were identified as improvement opportunities in the Plan.

Enterprise GIS

Relevant GIS data from the City and Santa Clara County, has been reviewed. Relevant GIS datasets has been incorporated into developing the site plan base for conceptual parks and trail plans.

FIG. 2.26 - ILLUSTRATION OF INNOVATION DISTRICT AROUND TRANSIT CENTER



Below is a list of pertinent documents and maps reviewed.

- Assessor Map, County of Santa Clara
- Capital Improvement Program 2025-2029, City of Milpitas
- Economic Development Strategy and Implementation Actions, City of Milpitas (May 2020)
- Fiscal Benefits of Employment Lands Study Final Report Phase I & II: Innovation District Action Plan, City of Milpitas (June 2022)
- Flood Insurance Rate Maps (Panel 67), Santa Clara County, California, FEMA (February 2014)
- General Plan and Land Use Map (Milpitas Hub, City of Milpitas)
- Green Stormwater Infrastructure Plan, City of Milpitas
- Innovation District Action Plan Slide Deck, City Council Meeting (April 2022)
- Lower Berryessa Creek Flood Protection Project, Valley Water
- Milpitas Metro Specific Plan, City of Milpitas (Adopted February 2023)
- Parks and Recreation Master Plan Update, City of Milpitas (Adopted December 2021)
- Parks, Recreation, and Open Space Chapter, General Plan 2040, City of Milpitas (Adopted March 2021)
- Standard Details and Specifications, City of Milpitas (July 2010)
- Storm Drainage Master Plan, City of Milpitas (2021)
- Trail, Pedestrian, and Bicycle Master Plan, City of Milpitas (June 2021)
- Title XI – Zoning, Planning, and Annexation, Milpitas, California Code of Ordinances (March 2025)
 - o Section XI-10-9 – Metro Area zones and Standards
 - o Section XI-10-39 – POS Park and Public Open Space District
 - o Section XI-10-53 – Off-Street Parking Regulations
 - o Section XI-15 – Floodplain Management Regulations
- Zoning Map, City of Milpitas (June 2024)

CHAPTER III

PUBLIC OUTREACH

PUBLIC OUTREACH PROCESS

While the parks and trail for the Innovation District is predominantly intended for future tenants of the R&D business park, the master plan process included a public outreach component as a stepping stone for the design process. Two phases of outreach were conducted; the first an informational meeting and programming study to gauge community needs; and the second phase where parks and trail concepts were revealed and community feedback collected. Community members had the opportunity to provide input through an online survey at both phases of outreach. At the conclusion of the two outreach phases, the overall findings and concepts were presented before the city's Parks, Recreation, and Cultural Commission for feedback prior to showcasing the different concepts to City Council for comments. The following section details outreach efforts and findings of the outreach process.

PHASE ONE

The first phase of community outreach for the Innovation District Parks and Trail project began with an open house meeting and a community survey, aimed at gathering input and ideas from local residents and workers. A project webpage was created on the City of Milpitas website. The survey was made available to complete online for a period of seven weeks in spring of 2025. This initial survey was completed by twenty-three participants.

The outreach meeting provided an opportunity for attendees to learn about the project, explore displays, and share feedback directly with the design team. To encourage participation, postcards and flyers were distributed throughout the community and shared on social media to promote the event. Together, these outreach efforts helped identify key community priorities and preferences for the future parks and trail development.

OUTREACH MEETING ONE



Fig. 3.1 - Photo of Outreach Meeting One



Fig. 3.2 - Photo of Outreach Meeting One

On Thursday, May 29, 2025, the design team, Westwood, along with City staff hosted an open house community meeting to gather input regarding the future Innovation District Parks and Trail. The meeting was held at a recreation room at the Milpitas Community Center from 5:30pm to 7:30pm. Fig. 3.3 is a layout map provided to help attendees navigate the room. Attendees included four members from the design team, two City staff members and three members from the public. Members of the public had the opportunity to learn more about the project, select preferred park and trail amenities, design their version of the proposed parks and enjoy snacks and conversation with City staff and design team.

Meeting attendees were given dot stickers to vote for different amenities and programs they would like to see at the park. The top priorities included:

- The feedback gathered will play a key role in shaping the design and programming of the Innovation District Parks and Trail to better serve the needs and interests of the Milpitas community.



Images shown on page 23 depict different design layouts and program elements prepared by the attendees participating in the park design activity. During the meeting, attendees expressed a strong interest in having more active recreational spaces in the south park, such as sports courts, playgrounds, and dog parks. In contrast, due to the smaller size of the north park, participants preferred more passive uses, including seating areas and picnic spaces (see Fig. 3.5 to Fig. 3.10 on page 22).

[illegible]

Page 718 of 868

Public Survey/Questionnaire

A community survey was conducted from May 3 to June 20, 2025 and made available online through a link shared on the City's website. Physical handouts were distributed at the outreach meeting for in-person participation. Most respondents were adults, with a few seniors, and all either live or work in Milpitas. Survey results show that the community is most interested in active recreational opportunities for the future park, including playgrounds and sports courts. Sports courts is the most preferred feature, with one participant specifically requesting a basketball court while citing a lack of adequate courts nearby parks.

In addition to active spaces, respondents expressed interest in hosting community events like farmers markets, music festivals, and food events. There was also strong support for incorporating natural areas for relaxation and walking, highlighting the importance of pathways and benches. Participants also noted the need for shaded seating to provide relief from the summer heat.

Safety and cleanliness were also key concerns. Many people emphasized the need for a safe and clean outdoor space where they can relax in the fresh air, especially as the area is expected to become a business district in the future. Participants stressed the importance of including restrooms, ample trash bins, and lighting in the park design. While the community is hopeful that new development will bring more business and commercial prosperity, they also expressed concern about preserving the character of the area and stated that they do not want more high-rise buildings. Most respondents also indicated they would either walk or drive to the park. Therefore, parking will be considered in the park plan.

For a full summary of the survey questionnaire results, please see Appendix A.

Phase One Outreach – Findings Summary

In summary, the community envisions a park that offers both active and restful experiences—a welcoming space that support recreation, relaxation, and community events, while remaining safe, accessible, and compatible with the area's future growth.

PHASE TWO

Following the first phase of community outreach, the design team analyzed community input, future planning efforts for the Innovation District, the City's Parks and Recreation Master Plan and developed three different park concept plans for the north and south parcels of the park and two trail concept plans. After several concept review meetings with City staff, the designs were shared with the community. The following summarizes outreach methods and results from the second phase of community outreach. Following the conclusion of the second phase, the designs were then presented to the Parks and Recreation Commission for review.

Public Survey/Questionnaire

A second community survey complementing the meeting was conducted from September 8 to October 13, 2025. Access to the survey was made available both online through a link shared on the City's website and as physical handouts distributed at the outreach meeting for in-person participation. The survey was broken up into questions that specifically pertained to each park parcel and the trail. A total of 68 people completed the survey.

South Park Parcel Questions

Survey participants voted for Option 3 as their preferred overall south parcel design, favoring the more circular shapes with larger open space. When asked about the number and type of amenities in each design, survey participants preferred Option 2 which included a larger number of game areas and sport courts. The programming shown in Option 1 which included sport courts, bocce ball, basketball, playground and walking paths came as a close second. A separate question for the plaza layout revealed survey participants prefer the layout for Option 3 plaza.

North Park Parcel Questions

Similar to the south park, survey participants preferred Option 3 with its mix of different recreation opportunities over the other two options where one is programmed mainly for dogs and the other for passive recreation.

Trail Questions

When it came to the trail designs, participants unanimously voted to have a trail with gentle winding curves as shown in Option 1. Folks preferred the trail to be fully shaded with trees on both sides of the trail and voted to have more seating.

Phase Two - Meeting Overview

On Tuesday, September 9, 2025, the design team, along with City staff hosted an open house community meeting to share the conceptual designs for Innovation Parks and Trail. The meeting was held at a recreation room in the Sal Cracolice Building from 5:30 p.m. to 7:30p.m. This location was selected due to its proximity to the project site and convenience for the community due to it being in a residential neighborhood with a highly visited park.

Attendees had the opportunity to view each park and trail design on display boards and view the survey results from the previous survey. Like the first meeting, refreshments were provided. Roughly twenty members of the community, ranging from adults to young children attended. Two members from the design team and two City staff members were available for questions and to explain the design concepts and gather feedback.

Interactive Boards

Meeting attendees were encouraged to complete the survey and also had the opportunity to vote for their preferred parks and trail design in person. Each person had three dots to select their preferred north and south parcel and trail concept. Folks were allowed to mix and match their votes for the north and south parcels. By a slight margin the preferred designs included Option 2-south and north and the two trails design were equally matched.

Conversation with attendees revealed that people preferred diversity of programming, intergenerational play, and shade. Several folks shared the importance of keeping children safe and preferring the playground to be set further back from the street.

Fig. 3.6 - ONLINE SURVEY RESULT SUMMARY

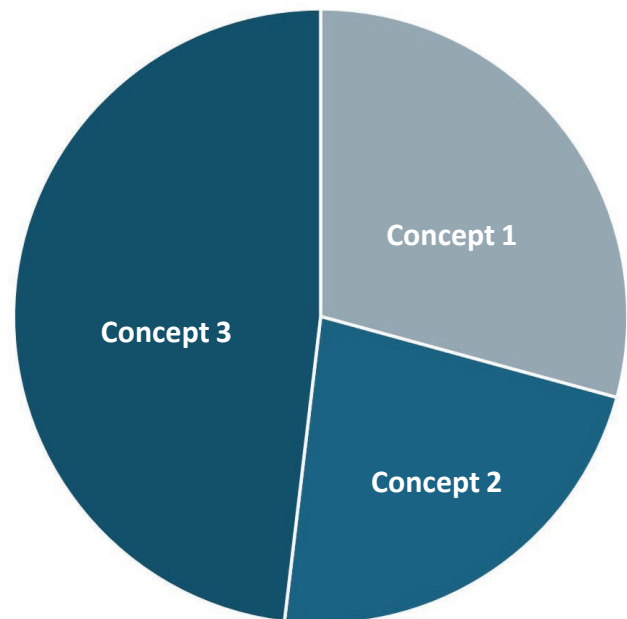


Fig. 3.7 - Photo of Outreach Meeting 2 Boards

Phase Two - Outreach Summary

While many prefer the overall design aesthetic to Option 3, folks noted that a greater variety of amenities is preferred. For the north park design, survey respondents expressed their preference to include more programming, rather than focus on one type. Participants generally favored more organic walkways and shade for the trails. Nineteen people provided additional feedback to the free answer questions and shared the need for more passive green space that is inclusive as well as the importance of shade. It is important to note that during the next phase of design development, the park and trail designs may be altered due to budget, further site investigation, and any additional future planning efforts.

FIG. 3.8 - South Park Conceptual Design Option 3 Rendering



PARKS, RECREATION, AND CULTURAL RESOURCES COMMISSION (PRCRC) WORKSHOP

Following the close of Phase Two Outreach, the parks and trail concepts were presented to the Parks, Recreation, and Cultural Resources Commission (PRCRC) on November 3, 2025. Overall, the PRCRC provided constructive feedback. In general, commission members preferred to see a greater number of diverse amenities that are inclusive in age and abilities. Several members pointed out the need for more diverse sport courts such as handball, tetherball or junior courts. It was agreed that this park location may not be a fitting location for pickleball given the proximity to residential housing, size of the parcel, and projected future users. Many members of the commission also favored having a dedicated dog park in the northern parcel as shown in Option Two and Three, with Option Three being the preferred. In regard to the design aesthetic of the park, commission members preferred the circular shapes and central gathering space it creates in south park Option Three.

CITY COUNCIL WORKSHOP

In addition to obtaining feedback from the PRCRC, City Council had an opportunity to share feedback and vote for their preferred design. A short project overview including a summary of work-to-date, outreach efforts and a presentation of the different concepts were shared at the December 16, 2025 Council meeting. The presentation slides shared at the meeting can be found in Appendix 'B'.

During the meeting, City council members expressed support for the overall vision and approach of the master plan. In general, City Council voiced preference in creating spaces for social activities and larger social gatherings such as farmers markets or food truck events, and emphasized the importance of providing amenities that serve a broad range of users, including families, pet owners, and future Research & Development Center employees.

While the Council acknowledged the community's preference for the overall layout of Option 3 which featured more circular forms and expansive open space, the Council noted that survey participants preferred placement and programming elements shown in Option 2. For the north park, there was overall consensus that a dog park would be fitting for the space given the size and shape of the parcel. It was noted during the session that the overall focus of the Innovation parks and trail should be providing appropriate recreation opportunities for future R&D

employees and visitors. Considering future users of the space, a playground for the park would be a lower priority item compared to walking pathways, sport courts, seating for breaks and/or informal outdoor meeting spaces.

For the trail, members emphasized the importance of shade for user comfort and preferred the concept with trees planted on both sides of the trail.

As design development progresses and more site data becomes available, the final park design may be adjusted during the design development phase to reflect the mentioned design preferences. See Design Development section in Chapter 5 for more information. Below is a summary of the main points mentioned from the City Council meeting.

- The need for shaded seating and gathering areas in the parks and trail to combat urban heat island effects.
- Incorporate more flexible spaces suitable for community events for year-round use.
- Spaces should be geared more towards working employees and provide areas for relaxation, passive recreation and support wellness.

FIG. 3.9 - South Park Conceptual Design Option 3 Rendering Playground



CHAPTER IV

PARKS AND TRAIL CONCEPTUAL DESIGNS

DESIGN CONSIDERATIONS

Taking into consideration the feedback received from the phase one outreach, information gathered from relevant planning documents and site analysis, three conceptual designs for the park and two for the trail were crafted. Each design is intended to provide a distinctly different design aesthetic while providing similar amenities. As the creek bisects the two major park parcels, the concepts identify the parcel located east of Berryessa Creek as north parcel and the one west of the creek as south parcel.

Due to the various existing site conditions, all park designs have the following characteristics in common:

1. There is a Pacific Gas and Electric (PG&E) easement including two transmission towers with overhead lines running through both park site and crossing the trail. Pacific Gas and Electric (PG&E) standards for tree planting near power lines were researched and incorporated into the design. Planting of the trees for shade is limited by the restrictions for trees to be located near power lines.
2. Landscape areas will be designed with drought tolerant planting, providing color and texture for interest, vegetative buffers from the busy roadways and shade where possible. Much of the park is situated under the PG&E easement created by the transmission towers and overhead lines. This limited tree height and locations where trees can be planted.
3. Parking and vehicular access to the south parcel is situated along the straight section of S. Milpitas Boulevard for safety and accessibility reasons. This location also reduces excessive noise for neighboring homes.
4. There is an active railroad line running through the designated trail site, north of Montague Expressway. Considering the setbacks and space available to add a trail, it was determined that extending the trail to this location is not feasible due to safety concerns and the ability to meet accessibility requirements.
5. It is assumed that most park users will be office workers, commuters and residents in the adjacent neighborhoods.

PARK DESIGN NARRATIVE

The final design for the two parks and trail selected by the majority of community members, PRCRC commissioners, and City Council members were developed with a theme of organic, circular form that define primary spaces. Site furnishings and amenities were designed to embrace this form.

South Park

A large entry plaza creates an open space that is suitable for farmers’ market tents, or food trucks providing activities that will draw people into the park. Circular shade structures dot the landscape providing shaded nodes for tables and seating. Seatwalls surround the multi-purpose lawn area that may be used for events or free play. Curvilinear benches provide fun and functional seating at locations that offer views of the creek or active play areas. Amenities include sport courts, playgrounds and game spaces. An abundance of seating areas support workspace, gatherings, and lunch time breaks.

FIG. 3.9 - South Park Conceptual Design Plan



Fig. 4.0 - Circular Shade Element



Fig. 4.1 - Curvilinear Bench

North park

This northern park complements the south park design, incorporating the curved seatwalls along two dog parks. A main walkway pulls pedestrians from the plaza at the Watson Street intersection through to the trailhead. Walkway entries are included at key locations – near the crosswalk at S. Milpitas Boulevard, the bus stop, and the Watson Street intersections.

This park includes a linear fitness area, a sculpture walk, and a passive retreat space located within the landscape. An orchard style grove planting small fruit-like trees along Montague Expressway provides a visual nod to the origins of Santa Clara Valley. These may be lemon trees or flowering pear trees. A trailhead provides entry into the pedestrian and bike trail, providing amenities such as bike storage, benches, a drinking fountain, and a pet station.

FIG. 4.2 - North Park Conceptual Design Plan

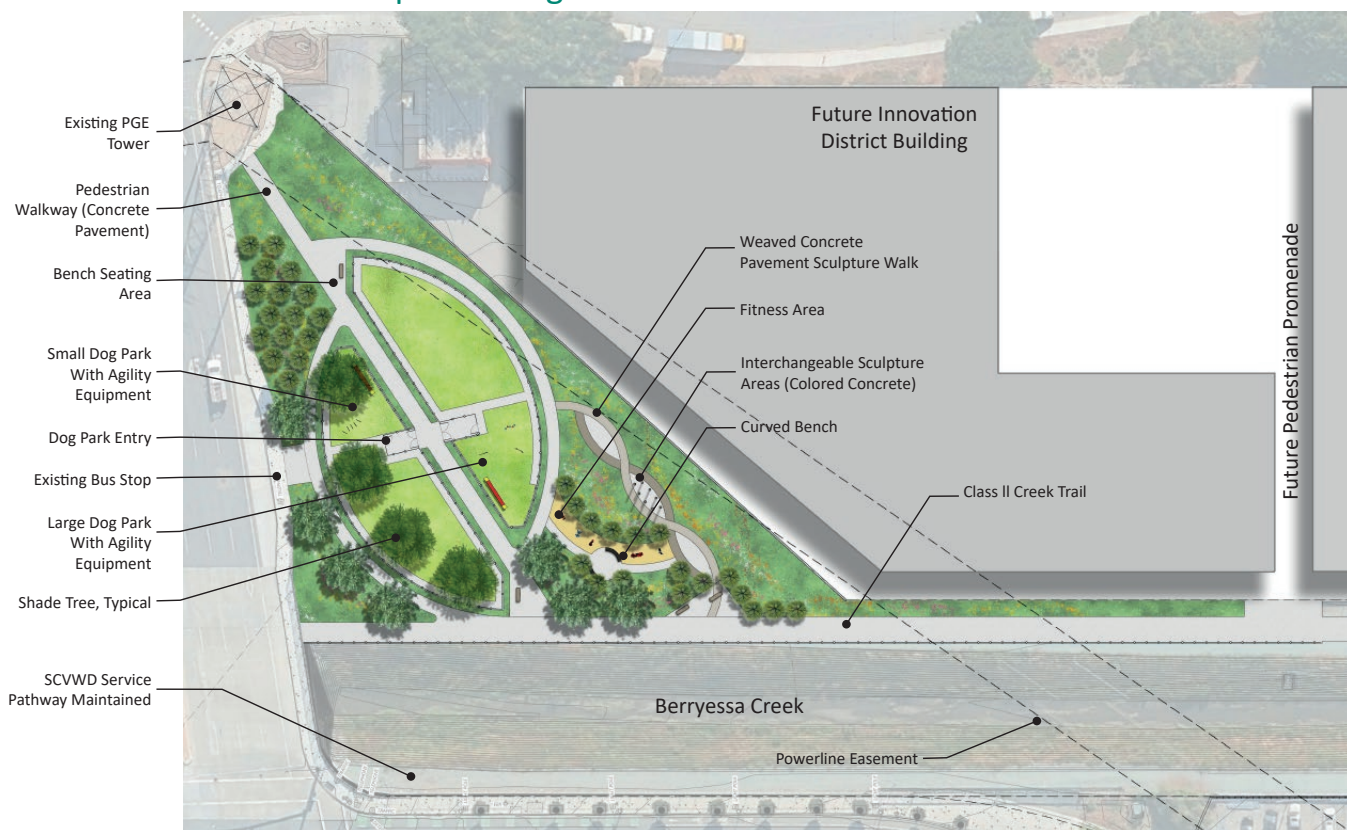


Fig. 4.3 - Proposed Dog Park Equipment - Double Wall Jump



Fig. 4.4 - Proposed Dog Park Equipment - Ramp

TRAIL DESIGN NARRATIVE

The design for the trail meets the Santa Clara Valley Water District (SCVWD) guidelines. The trail concept selected through the community outreach process, incorporates gentle curves with seating nodes. Shade trees are located along both sides of the trail, which is centrally located. The end of the trail will have a turnaround at the city boundary. Maintenance access to the creek is provided at a gated access point.

FIG. 4.5 - Trail Conceptual Design Plan

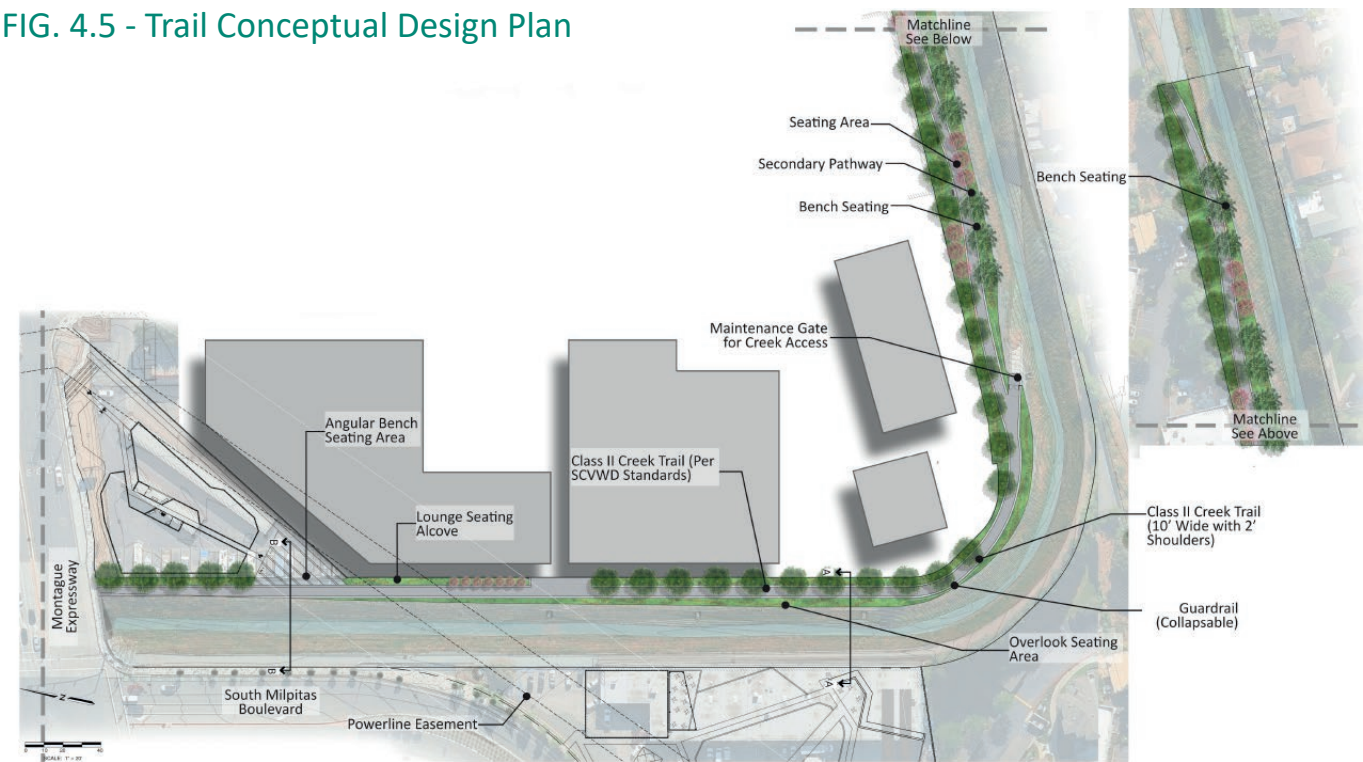


FIG. 4.6 - TRAIL SECTION



CHAPTER V

IMPLEMENTATION

PHASING AND IMPLEMENTATION

The two parks and trail improvements may be phased as funding becomes available. Acquisition of the properties will be the first phase of implementation. Prior to the next phase of design, additional site investigation will be required. Topographic surveying of the south park parcel has not yet been completed, nor have boundary surveys been done. A full geotechnical site investigation, including borings will be required. In Santa Clara Valley, soils testing is often needed to determine if hazardous toxins are in the soil, due to the previous land use. Additionally, further review of the Federal Emergency Management Agency (FEMA) floodplain map and design review with FEMA may be required. With this site specific information, designs will be further developed. One goal is to maximize parking lot capacity and increase circulation options.

In February 2026 an Environmental Review (see Appendix D) was completed by Engeo Incorporated. Through review of historical record sources, it was found that several conditions may be present and require further study.

1. The parcels were developed between 1968 and 1980, a time in which serpentine aggregate base was used in paving processes. This aggregate contains NOA, a hazardous substance. It is recommended that pavement sections are surveyed for potential serpentine presence.
2. During the same period, Montague Expressway was expanded into a major thoroughfare. Additional expansion occurred in 2016 and 2018. Leaded gasoline was commonly used during this time and contributes to aerially deposited lead in some soils. Soils slated for removal should be sampled to determine levels of contamination, if any.
3. Several facilities in the vicinity have been required to incorporate vapor intrusion mitigation systems (VIMS). The proposed restroom building for the park should be reviewed during the planning stage to evaluate the need for VIMS.
4. It is recommended that the existing buildings are surveyed for hazardous materials prior to demolition, to ensure that proper methods of demolition and disposal are incorporated.

COST ESTIMATE

Cost estimating was prepared separately for each of the two parks and the trail. The following tables summarize the major categories of site preparation, furnishings, improvements, landscaping and design costs. A range is shown for budgeting purposes. These costs relate directly to basis of design shown in the conceptual plans, considering quantities of area, materials and type of amenities.

Estimates are derived from the most recent market conditions and recent bids within the region. As the project is implemented, budgets must consider escalation, regional market conditions as well as inflation and deflation. These estimates may increase for soil and environment mitigation measures that are currently unknown. Procurement of the land for the two parks is not included and is subject to market conditions.

TABLE OF NORTH PARK (0.87 ACRES) COST ESTIMATE

Item	Estimated Cost Range
Improvements	\$4,680,000
Design, Engineering, and Testing	\$936,000
Administration	\$702,000
Inspections	\$50,000
Estimated Project Total	\$6,368,000

TABLE OF SOUTH PARK (2.2 ACRES) COST ESTIMATE

Item	Estimated Cost Range
Improvements	\$11,440,000
Design, Engineering, and Testing	\$2,288,000
Administration	\$1,716,000
Inspections	\$50,000
Estimated Project Total	\$15,494,000

TABLE OF TRAIL (1,896 FT) COST ESTIMATE

Item	Estimated Cost Range
Improvements	\$7,280,000
Design, Engineering, and Testing	\$1,456,000
Administration	\$1,092,000
Inspections	\$25,000
Estimated Project Total	\$9,853,000

DESIGN DEVELOPMENT

With the acquisition of the properties designated as park parcels, thorough site investigation will be achievable, including topographic and boundary surveying. This crucial data will guide the development of park and trail designs, integrating community feedback from the Outreach Phase. Findings from the investigations may alter the layout and feasibility of certain elements of the master plan design. Examples include available utility connections, further development restrictions due to proximity to creek, or soil contamination abatement.

Based on outreach efforts, design development should prioritize incorporating shade throughout the parks and trail, provide spaces for seating and social gatherings, and opportunities for respite from the workplace. Per feedback from City Council, playgrounds may be incorporated but should not be the focus, rather multi-generational elements and a broader range of amenities such as walking pathways, sport courts, seating for breaks and/or informal outdoor meeting space would be more suitable for anticipated users. An emphasis on views of the natural areas, such as the creek and tree groves should be incorporated to promote health and wellness.

The north park should include a diverse mix of amenities such as a dog park, picnic areas, and passive recreation zones, designed to serve both employees and residents. Further community outreach is anticipated for this park to identify the dog park amenities and any additional elements to be included.

AGENCY PERMITTING AND APPROVALS

City requirements will include Planning and Building Department review and approval for permitting. Compliance with South Bay Water Recycling (SBWR) rules and regulations is required and will meet state ordinances as well. The current SBWR Recycled Water System Map indicates that recycled water is available for irrigation of plant material for the two parks.

During the next phase of design and engineering, coordination and approval with Santa Clara Valley Water District (SCVWD) will be required for design of improvements within the creek banks. For trail design, the SCVWD Design Guides for Guidelines and Standards shall be referenced for requirements. California native plants suitable for riparian environments must be incorporated for habitat as well as erosion control. District review and approval of all plans will be required.

PG&E guidelines for planting trees below high-power line and within easements has been incorporated in the design. During the further development of the park design and engineering, PG&E requirements must be followed in tree selection and placement within the park and trail areas.

In addition, environmental clearance may be required in accordance with the California Environmental Quality Act (CEQA). This clearance is typically required before construction commences. Due to the proximity to the creek, biological, botanical and hydrological studies may be required. Transportation and traffic studies will also be required due to the lack of on-street parking in the area, however, there is a public parking lot to the west. The parks and trail are also located within the 1/2 mile radius of several new multi-family homes.



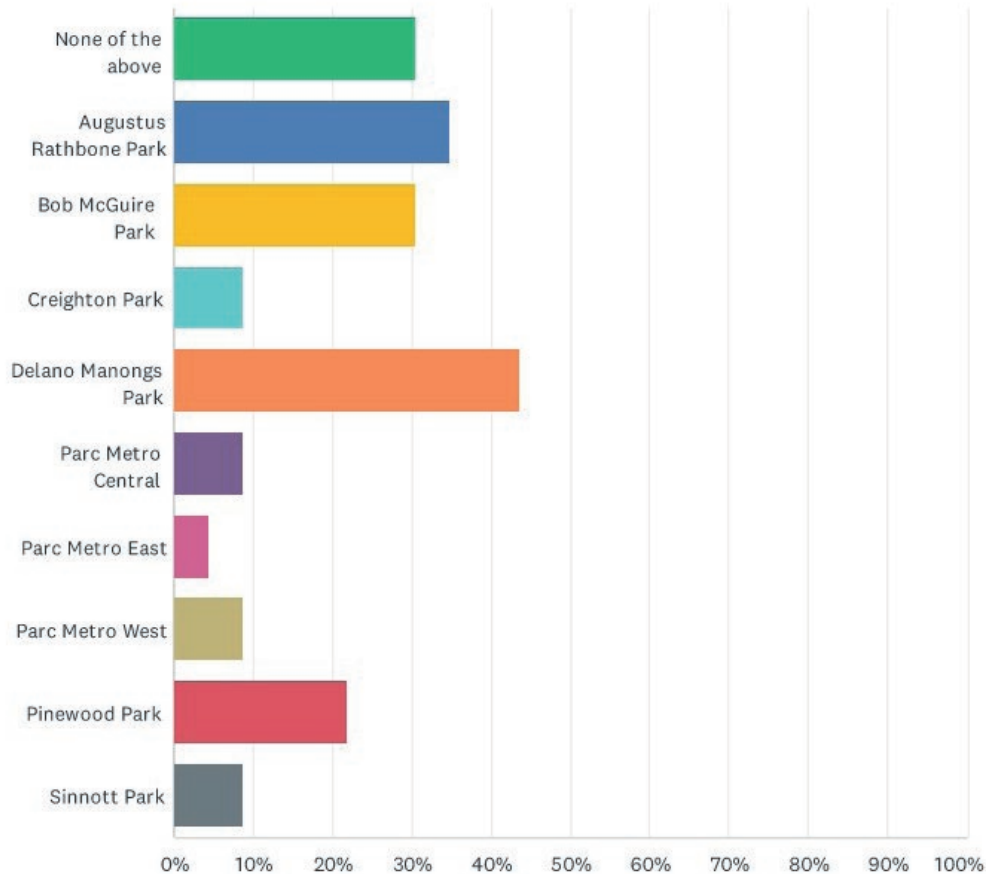
APPENDIX

APPENDIX A

SURVEY #1 - SUMMARY

Q1 Do you currently visit the following parks? Select all that apply.

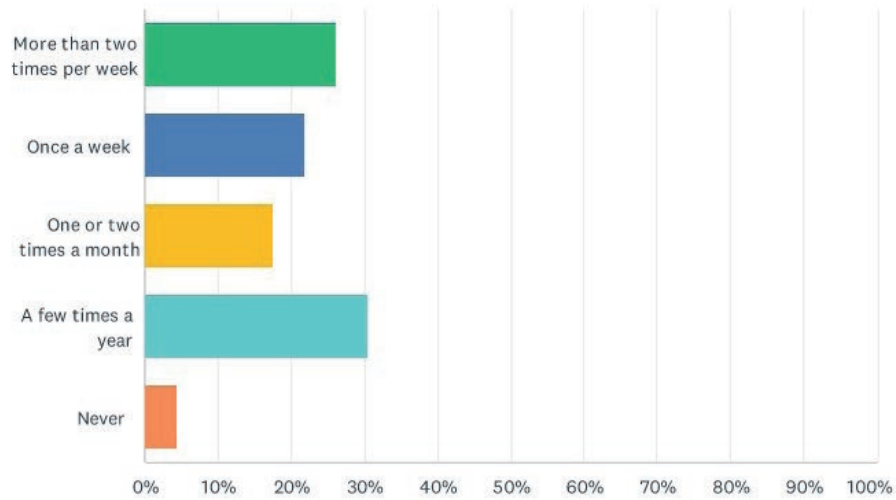
Answered: 23 Skipped: 0



ANSWER CHOICES	RESPONSES	
None of the above	30.43%	7
Augustus Rathbone Park	34.78%	8
Bob McGuire Park	30.43%	7
Creighton Park	8.70%	2
Delano Manongs Park	43.48%	10
Parc Metro Central	8.70%	2
Parc Metro East	4.35%	1
Parc Metro West	8.70%	2
Pinewood Park	21.74%	5
Sinnott Park	8.70%	2
Total Respondents: 23		

Q2 How often do you visit Milpitas parks?

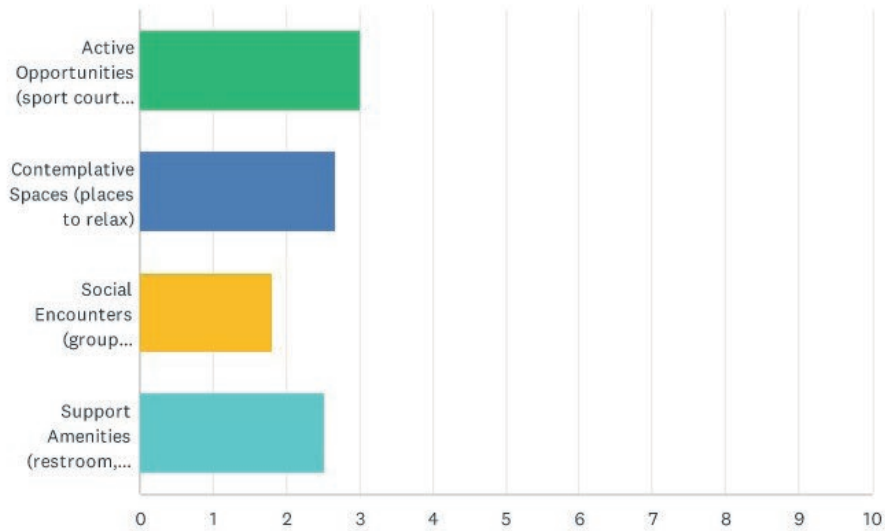
Answered: 23 Skipped: 0



ANSWER CHOICES	RESPONSES	
More than two times per week	26.09%	6
Once a week	21.74%	5
One or two times a month	17.39%	4
A few times a year	30.43%	7
Never	4.35%	1
TOTAL		23

Q3 Please rank the following recreation opportunities from least important (1) to most important (4).

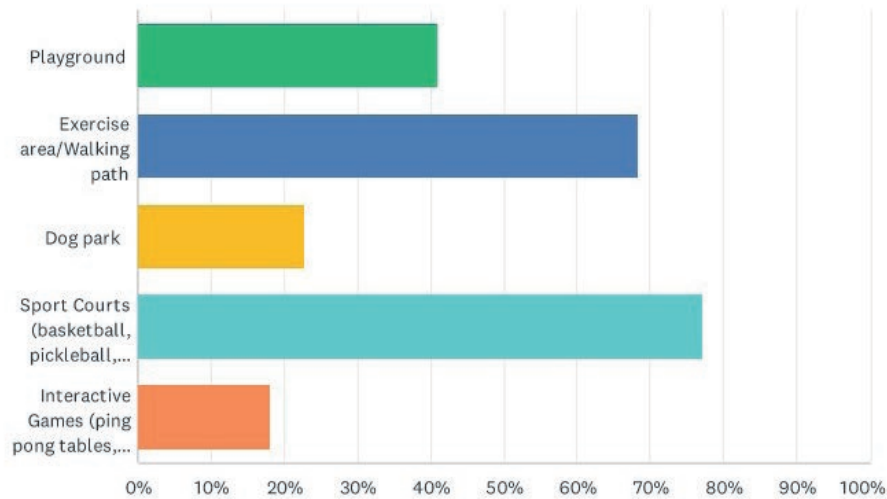
Answered: 21 Skipped: 2



	1	2	3	4	TOTAL	SCORE
Active Opportunities (sport courts, playgrounds)	38.10% 8	33.33% 7	19.05% 4	9.52% 2	21	3.00
Contemplative Spaces (places to relax)	23.81% 5	33.33% 7	28.57% 6	14.29% 3	21	2.67
Social Encounters (group activities, social events)	4.76% 1	23.81% 5	19.05% 4	52.38% 11	21	1.81
Support Amenities (restroom, seating, drinking fountains)	33.33% 7	9.52% 2	33.33% 7	23.81% 5	21	2.52

Q4 Which of the following Active Opportunities would you utilize at the Innovation parks and trail? Select all that apply.

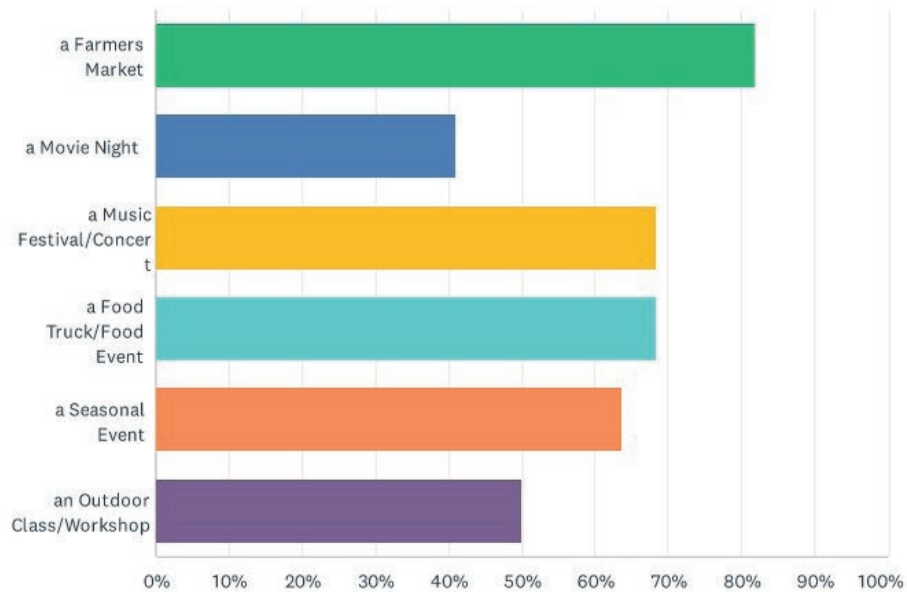
Answered: 22 Skipped: 1



ANSWER CHOICES	RESPONSES	
Playground	40.91%	9
Exercise area/Walking path	68.18%	15
Dog park	22.73%	5
Sport Courts (basketball, pickleball, volleyball, etc.)	77.27%	17
Interactive Games (ping pong tables, chess tables, etc.)	18.18%	4
Total Respondents: 22		

Q5 I would attend _____ at Innovation parks and trail.
Select all that apply.

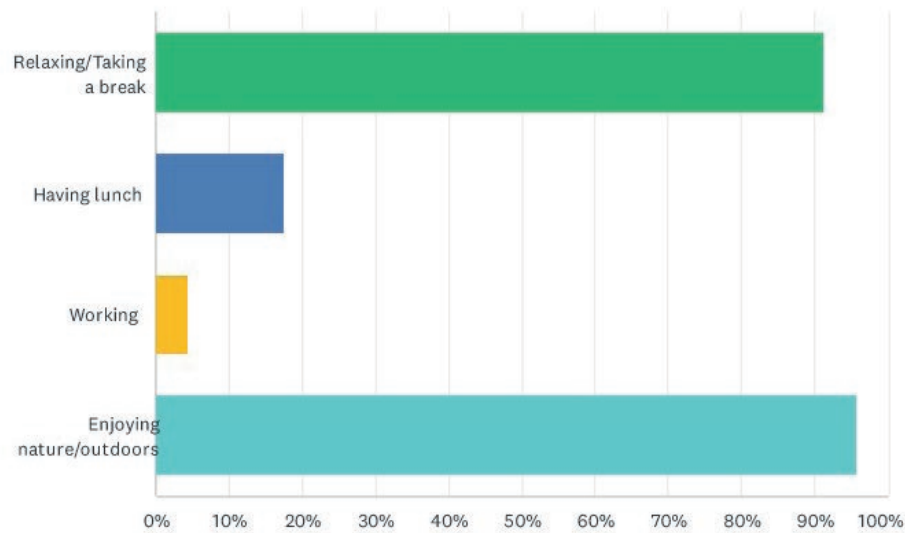
Answered: 22 Skipped: 1



ANSWER CHOICES	RESPONSES	
a Farmers Market	81.82%	18
a Movie Night	40.91%	9
a Music Festival/Concert	68.18%	15
a Food Truck/Food Event	68.18%	15
a Seasonal Event	63.64%	14
an Outdoor Class/Workshop	50.00%	11
Total Respondents: 22		

Q6 I see myself doing the following at Innovation parks and trail. Select all that apply.

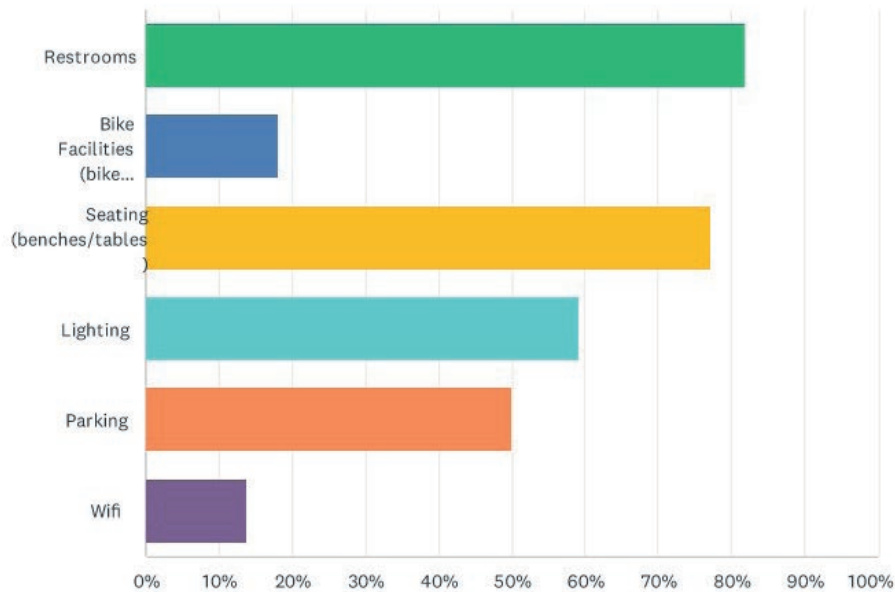
Answered: 23 Skipped: 0



ANSWER CHOICES	RESPONSES	
Relaxing/Taking a break	91.30%	21
Having lunch	17.39%	4
Working	4.35%	1
Enjoying nature/outdoors	95.65%	22
Total Respondents: 23		

Q7 If the City were to build this park and trail, it should have Select your top 3.

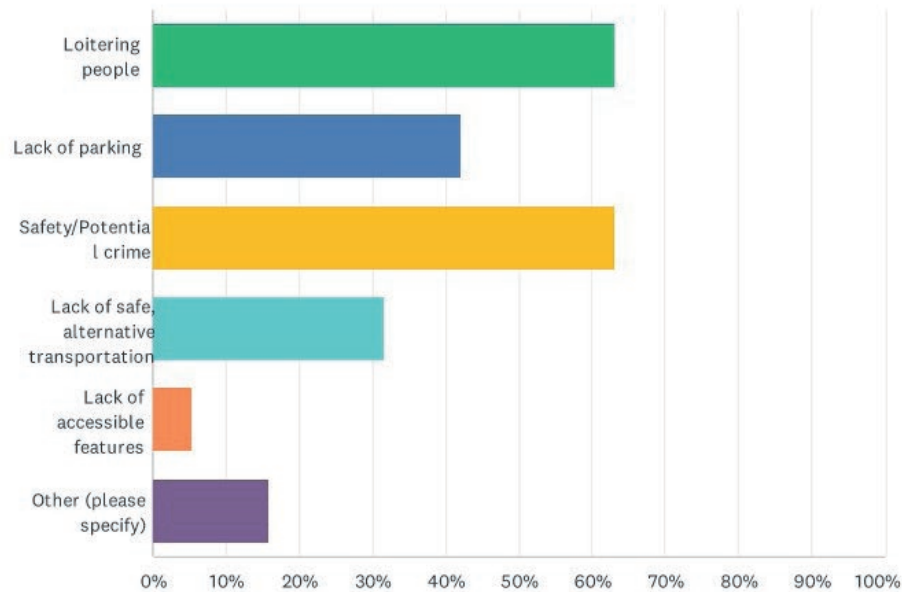
Answered: 22 Skipped: 1



ANSWER CHOICES	RESPONSES	
Restrooms	81.82%	18
Bike Facilities (bike racks/lockers)	18.18%	4
Seating (benches/tables)	77.27%	17
Lighting	59.09%	13
Parking	50.00%	11
Wifi	13.64%	3
Total Respondents: 22		

Q8 What concerns, if any do you have about adding a park and trail to this area? Select your top 3.

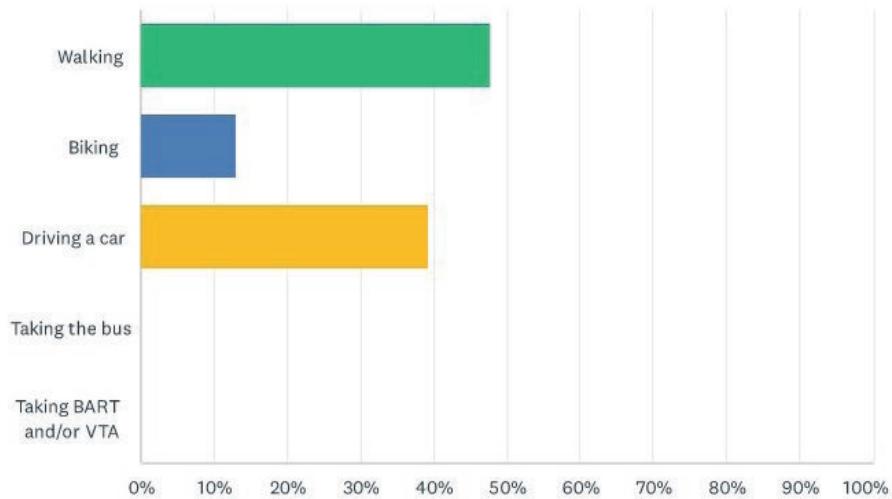
Answered: 19 Skipped: 4



ANSWER CHOICES	RESPONSES	
Loitering people	63.16%	12
Lack of parking	42.11%	8
Safety/Potential crime	63.16%	12
Lack of safe, alternative transportation	31.58%	6
Lack of accessible features	5.26%	1
Other (please specify)	15.79%	3
Total Respondents: 19		

Q9 Which primary mode of transportation do you envision using to access the parks and trail?

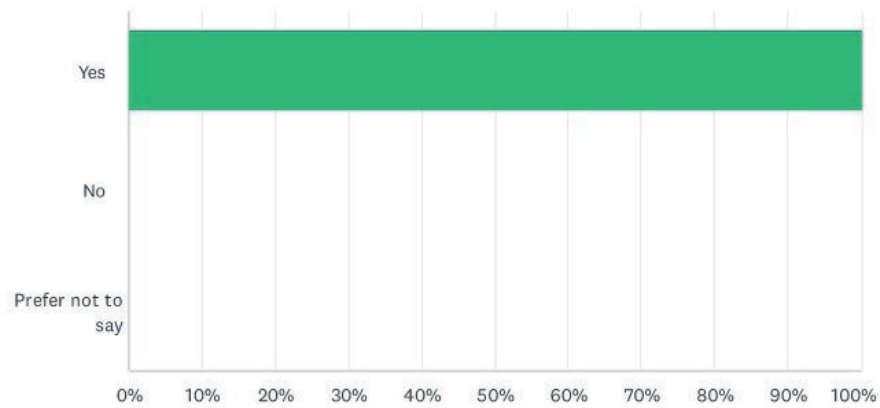
Answered: 23 Skipped: 0



ANSWER CHOICES	RESPONSES	
Walking	47.83%	11
Biking	13.04%	3
Driving a car	39.13%	9
Taking the bus	0.00%	0
Taking BART and/or VTA	0.00%	0
TOTAL		23

Q10 Are you currently a Milpitas resident and/or work in Milpitas?

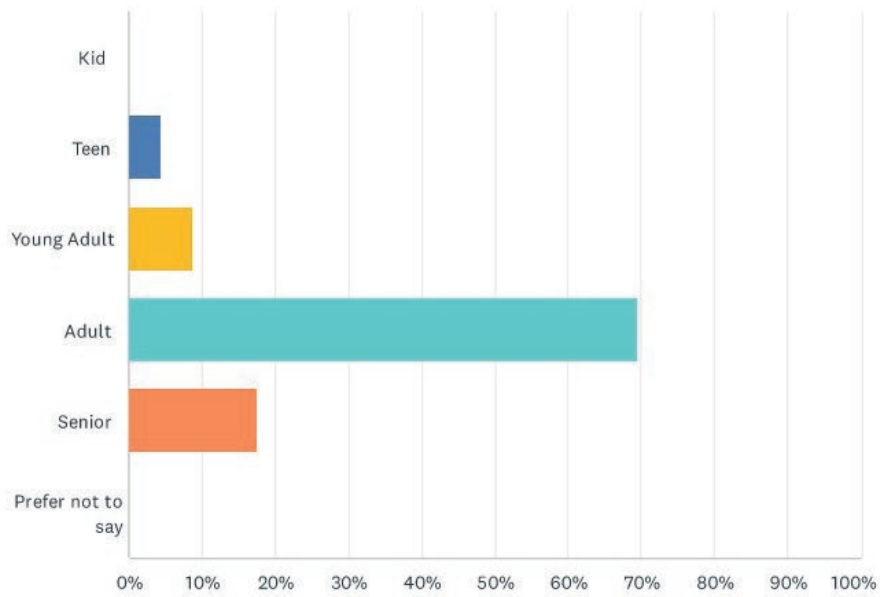
Answered: 23 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	100.00%	23
No	0.00%	0
Prefer not to say	0.00%	0
TOTAL		23

Q11 Which age group do you identify with?

Answered: 23 Skipped: 0

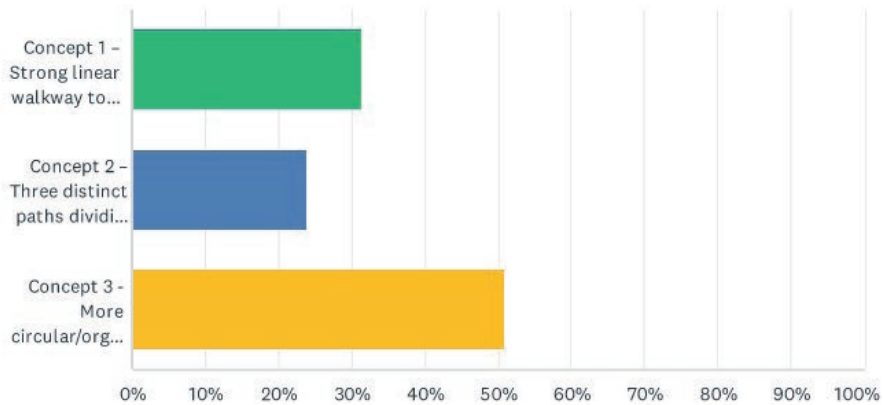


ANSWER CHOICES	RESPONSES	
Kid	0.00%	0
Teen	4.35%	1
Young Adult	8.70%	2
Adult	69.57%	16
Senior	17.39%	4
Prefer not to say	0.00%	0
TOTAL		23

SURVEY #2 - SUMMARY

Q1 Based on the overall design, which south park concept do you prefer more?

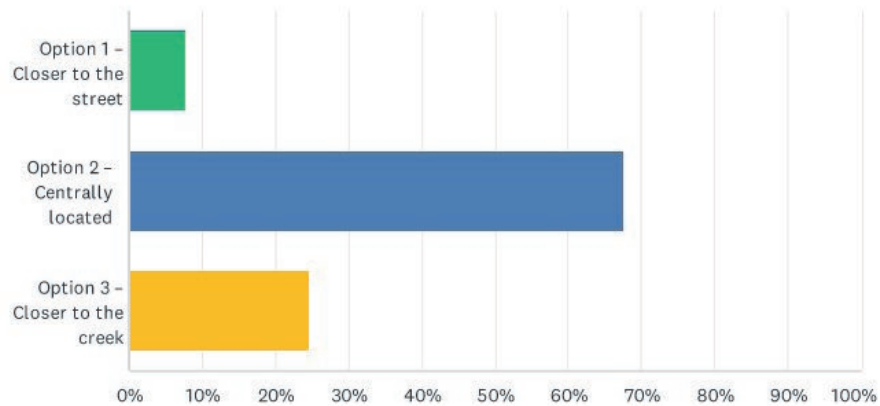
Answered: 67 Skipped: 1



ANSWER CHOICES	RESPONSES	
Concept 1 – Strong linear walkway to plaza and overlook at creek	31.34%	21
Concept 2 – Three distinct paths dividing the space into three different uses.	23.88%	16
Concept 3 - More circular/organic shapes with larger open space and seating in the middle.	50.75%	34
Total Respondents: 67		

Q2 Which playground location do you prefer between the three south concepts?

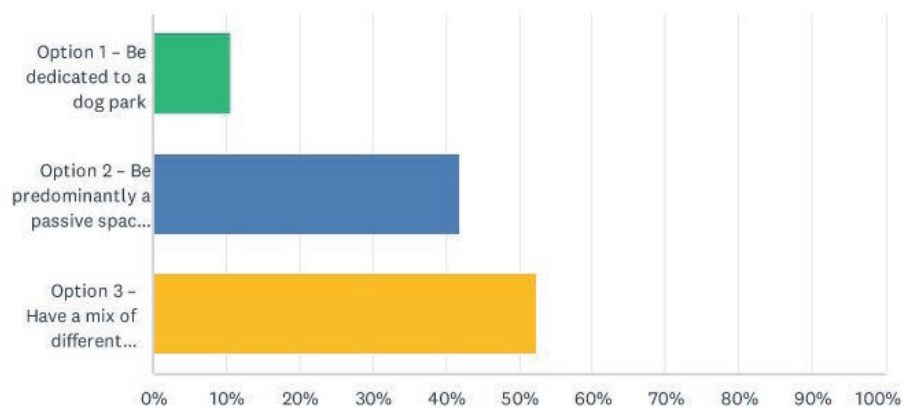
Answered: 65 Skipped: 3



ANSWER CHOICES	RESPONSES	
Option 1 – Closer to the street	7.69%	5
Option 2 – Centrally located	67.69%	44
Option 3 – Closer to the creek	24.62%	16
TOTAL		65

Q3 I prefer the north park parcel to ...

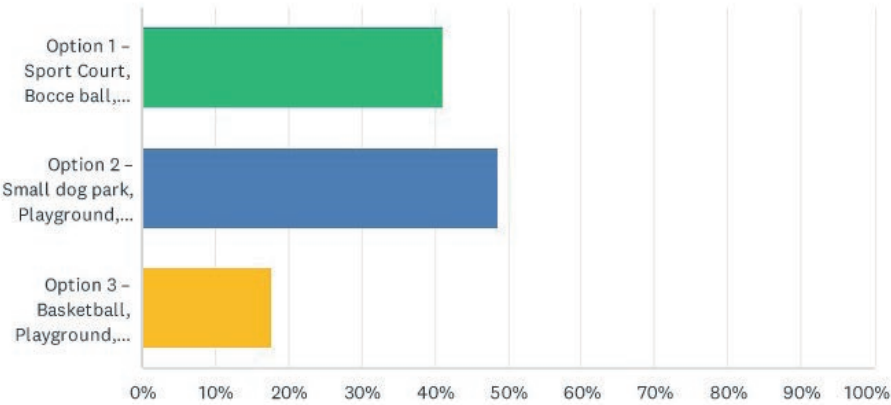
Answered: 67 Skipped: 1



ANSWER CHOICES	RESPONSES	
Option 1 – Be dedicated to a dog park	10.45%	7
Option 2 – Be predominantly a passive space (walking trails, seating, quiet spaces...)	41.79%	28
Option 3 – Have a mix of different recreation opportunities (dog park, walking trails, open space, fitness area, art...)	52.24%	35
Total Respondents: 67		

Q4 Each design has a different mix of activities and programs. Which mix do you prefer?

Answered: 68 Skipped: 0



ANSWER CHOICES	RESPONSES	
Option 1 – Sport Court, Bocce ball, Basketball, Playground, Walking Paths	41.18%	28
Option 2 – Small dog park, Playground, Basketball, Multi-Generational Courts (Bocce, Corn Hole, Table Tennis)	48.53%	33
Option 3 – Basketball, Playground, Bocce ball, Walking Paths, Corn Hole	17.65%	12
Total Respondents: 68		

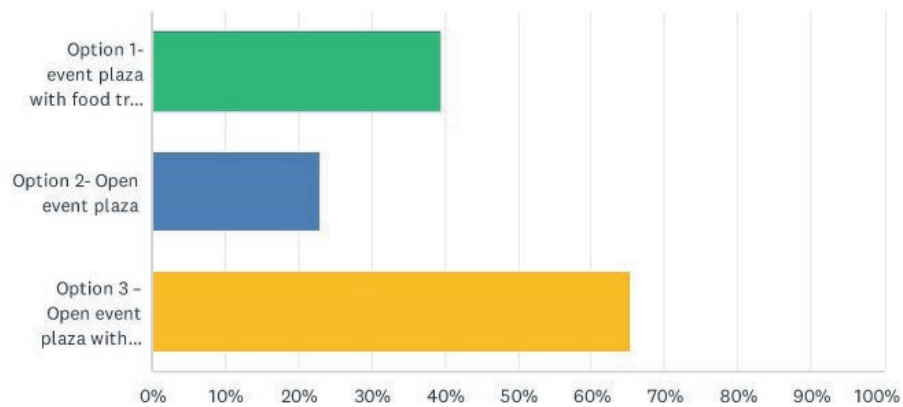
Q5 Given the future land use for the area will include business/commercial complexes, do you feel the programming is appropriate for the designs?

Answered: 25 Skipped: 43

- 18 said "yes"
- 2 said "no"
- 2 expressed the need to develop more green space
- 1 expressed the need for a larger dog park
- 2 said "N/A"

Q6 Rank your preferred event plaza (food truck/farmers market) design from 1 through 3 with 1 being most preferred. Event plaza space identified by red dashed line

Answered: 66 Skipped: 2



ANSWER CHOICES	RESPONSES	
 Option 1- event plaza with food truck lane within park space	39.39%	26
 Option 2- Open event plaza	22.73%	15
 Option 3 – Open event plaza with artistic shade structures and tables	65.15%	43
Total Respondents: 66		

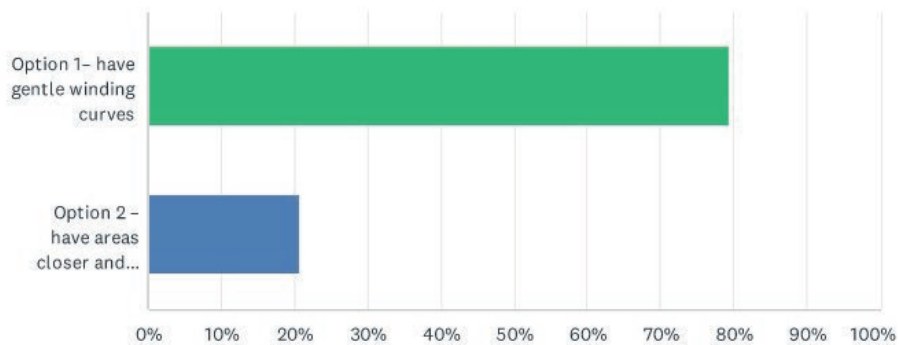
Q7 Do you have any additional feedback regarding any of the park concepts?

Answered: 19 Skipped: 49

- 4- mentioned the need for more shade
- 3 - inclusive amenities and spaces
- 1 - did not like having a dog park
- 1 - mentioned need for water play
- 1- person would like to be updated on project status
- 1 - person suggested adding pedestrian round-a-bouts for better circulation

Q8 I prefer the trail to ...

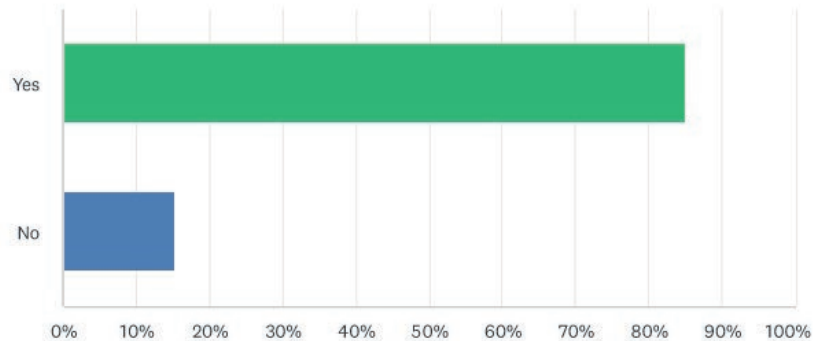
Answered: 68 Skipped: 0



ANSWER CHOICES	RESPONSES	
Option 1- have gentle winding curves	79.41%	54
Option 2 - have areas closer and further away from the creek	20.59%	14
TOTAL		68

Q9 Should there be more seating along the trail?

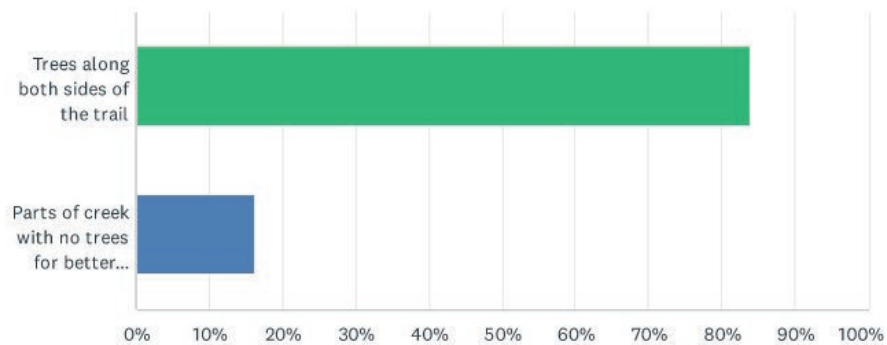
Answered: 66 Skipped: 2



ANSWER CHOICES	RESPONSES	
Yes	84.85%	56
No	15.15%	10
TOTAL		66

Q10 The trail would look nicer with

Answered: 68 Skipped: 0



ANSWER CHOICES	RESPONSES	
Trees along both sides of the trail	83.82%	57
Parts of creek with no trees for better views of the creek	16.18%	11
TOTAL		68

APPENDIX B

OUTREACH MATERIAL



INNOVATION DISTRICT PARKS AND TRAIL

City Council Study Session

December 16, 2025

INNOVATION DISTRICT THE VISION



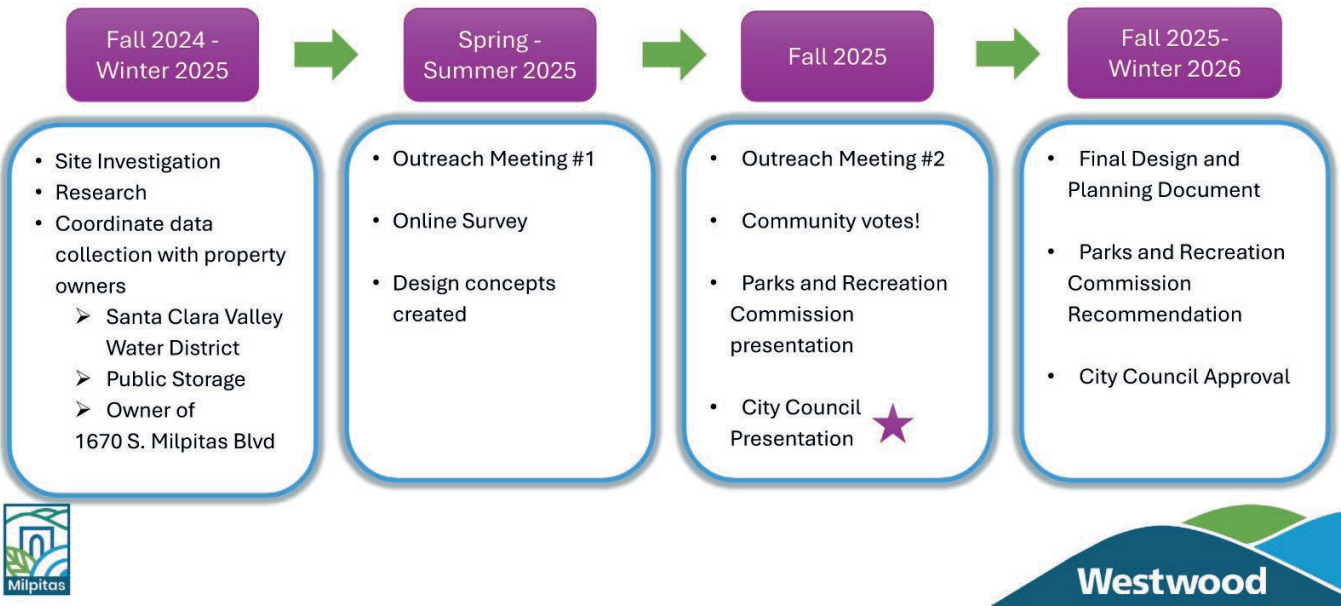
Planning Parks and Trails for the Future to complement the Milpitas Metro Specific Plan

Plan for public open space for residents and employees for R&D campus through:

- Community needs assessment
- Site analysis opportunities and constraints
- Conceptual Park and Trail Plans



INTRODUCTION TO THE PLAN



INNOVATION DISTRICT

THE PARCELS



Research:

- Milpitas Metro Specific Plan
- General Plan 2040
- Parks and Recreation Master Plan Update
- FEMA Flood Zone Map (100-year flood depth 1'-3')
- Parcel maps
- Innovation District Action Plan
- Trail, Pedestrian and Bicycle Master Plan
- PGE guidelines
- Santa Clara Valley Water Resources Protection Requirements
- Lower Berryessa Creek Flood Protection Project
- And more!

Site Investigation:

- Site Analysis
- Topographic Surveys
- GIS studies
- Inventory of local park amenities

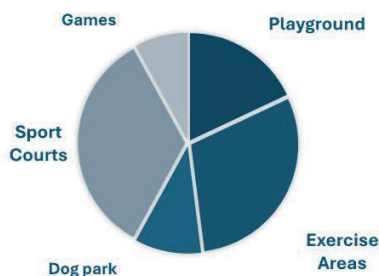


SITE ANALYSIS MAP and RESEARCH

COMMUNITY OUTREACH EVENTS

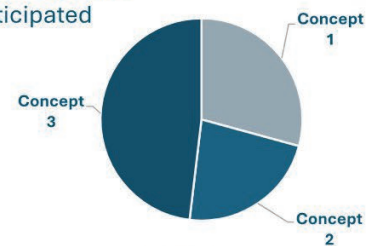
EVENT # 1

- Project introduction
- Gathered community needs input
- Online Survey 5/3/25 to 6/20/25
- **26** people participated



EVENT # 2

- Presented park and trail designs
- Online Survey 9/8/25 to 10/12/25
- About **80** people participated



PRCR COMMISSION WORKSHOP

Parks Recreation and Cultural Resources Commissioners provided discussion and input.

Key points:

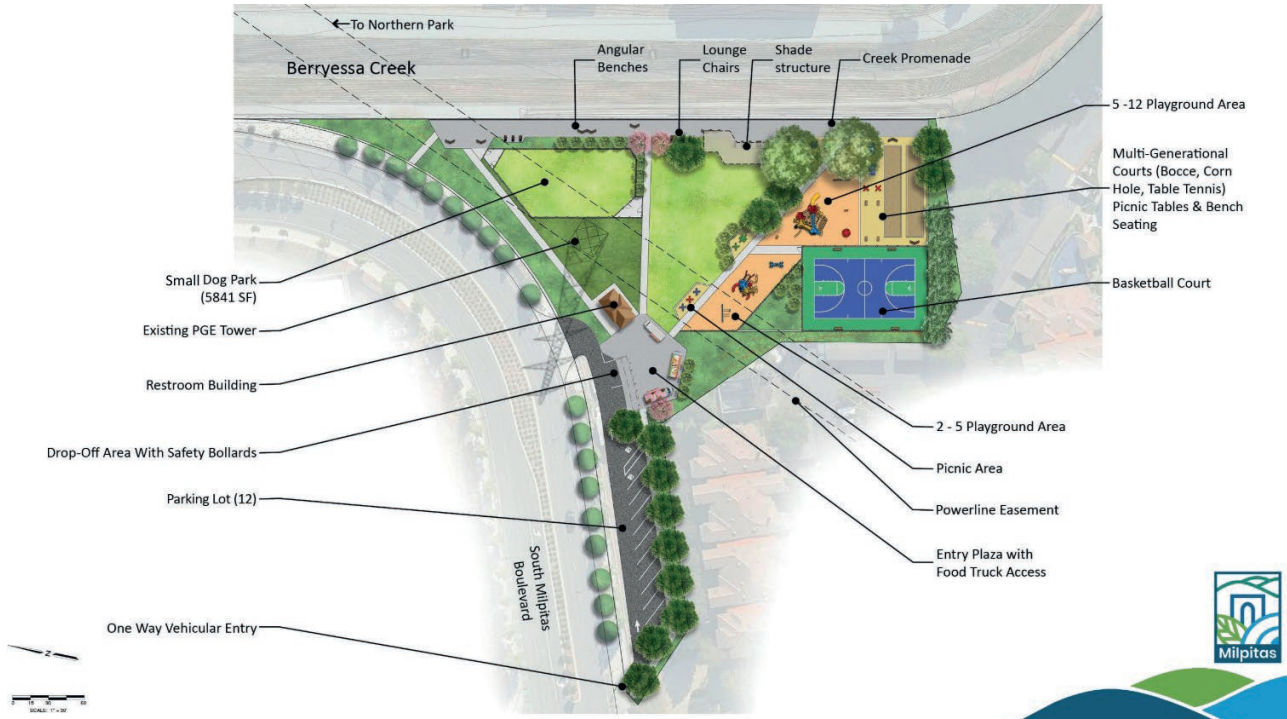
- Majority of commissioners prefer **Concept #3 - Circular Forms**
- Most commissioners agreed that a **dog park** is suitable for the north park.
- Commissioner mentioned **more sport courts of different types** – handball, tetherball, futsal would be a good addition.
- All would like more **shade structures**
- The **central trail with trees along both sides** is preferred



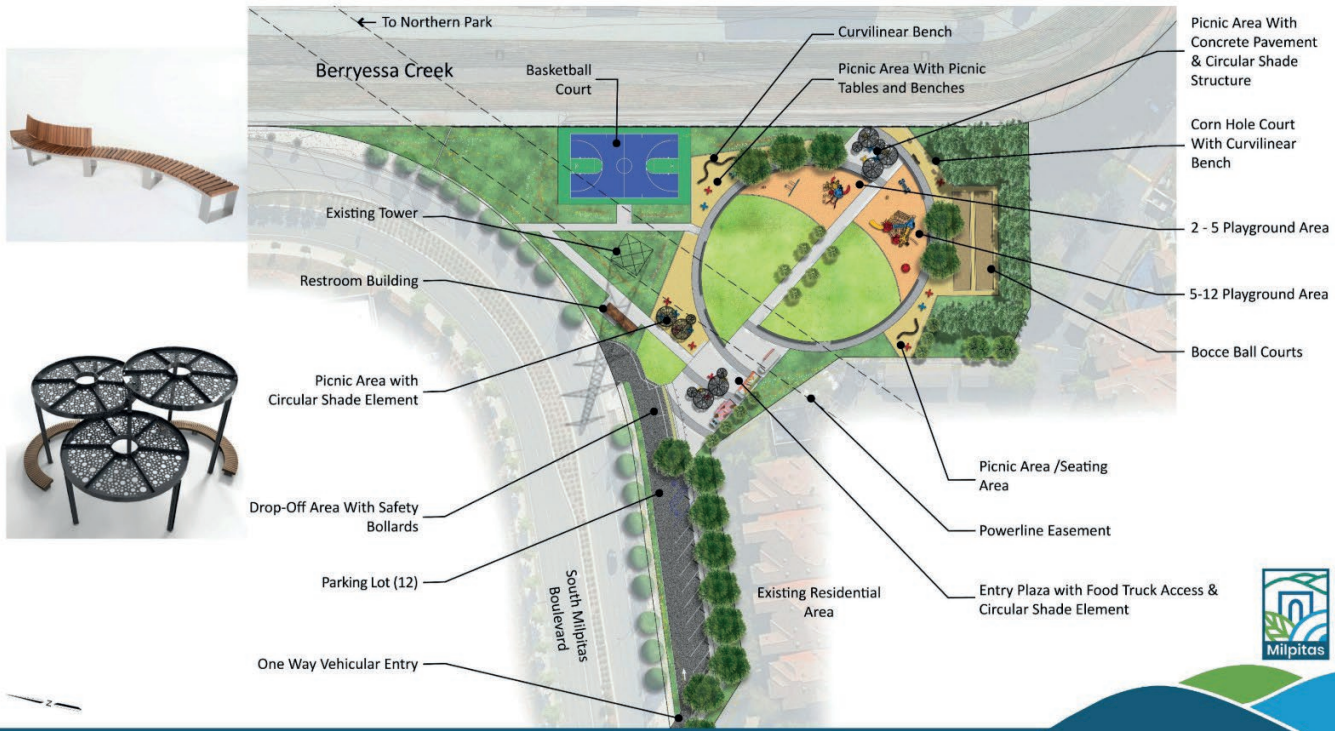
Conceptual Design



CONCEPT PLAN OPTION 1- SOUTHERN PARK

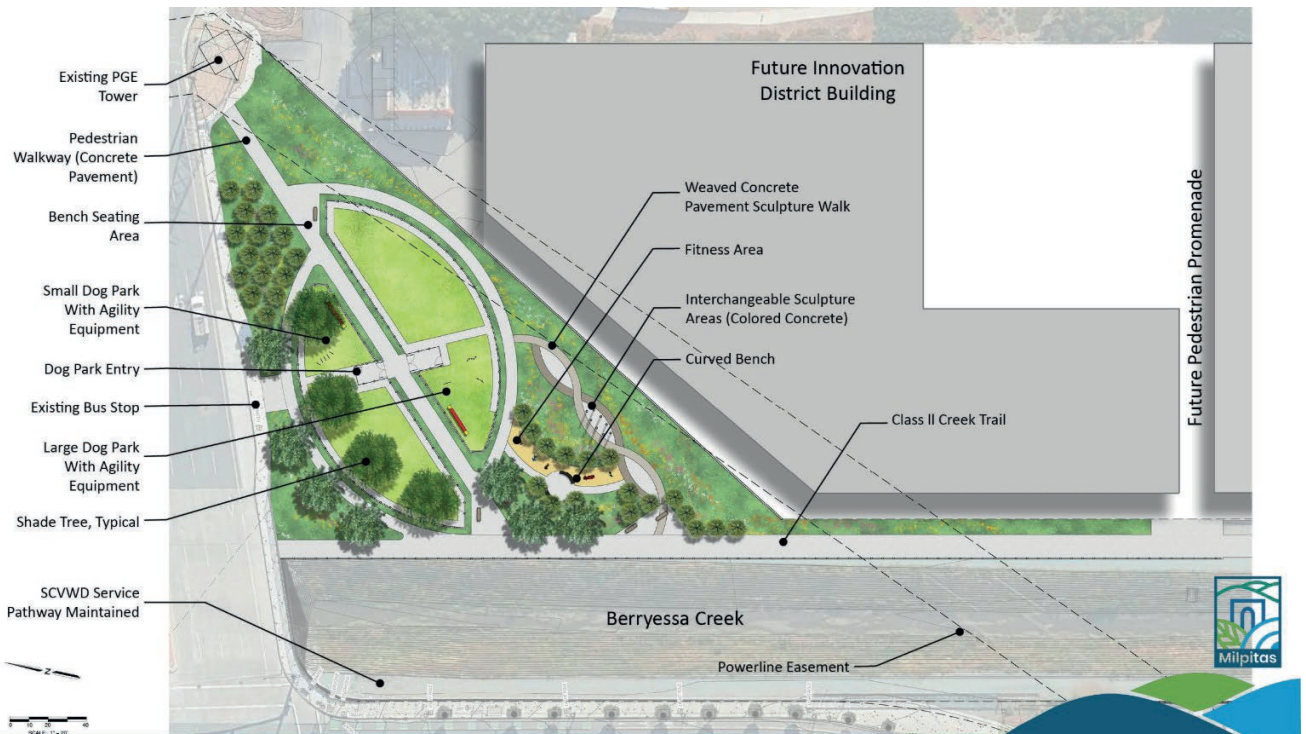


CONCEPT PLAN OPTION 2- SOUTHERN PARK

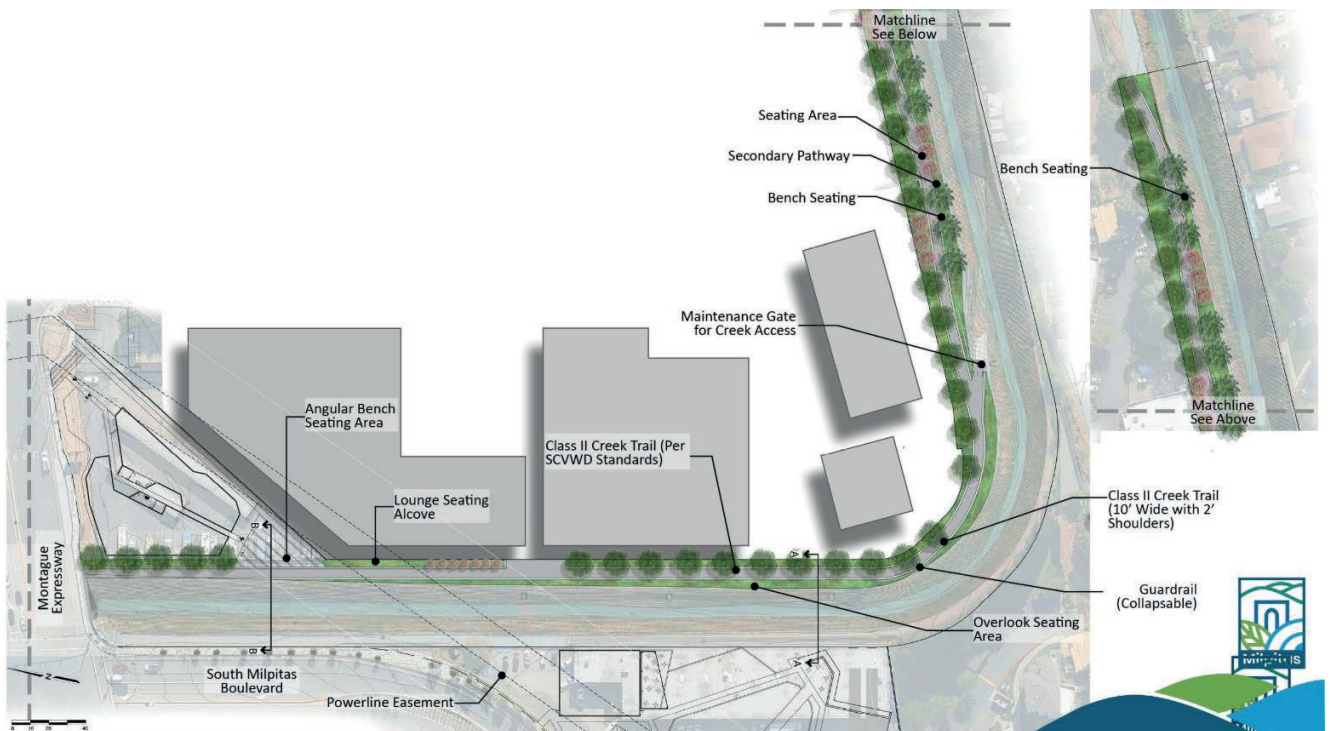


CONCEPT PLAN OPTION 3- SOUTHERN PARK

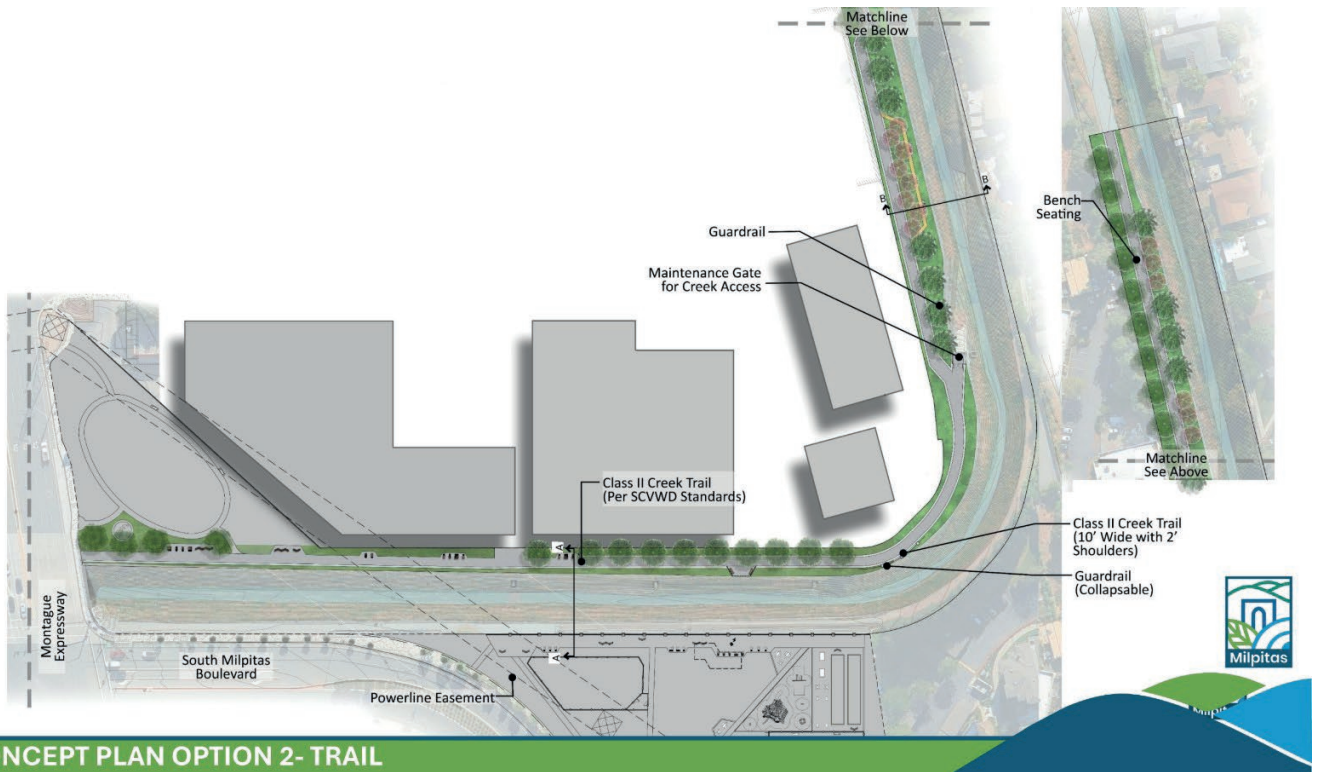




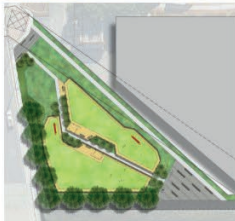
CONCEPT PLAN OPTION 3- NORTHERN PARK



CONCEPT PLAN OPTION 1- TRAIL



Thoughts and Ideas!



#2

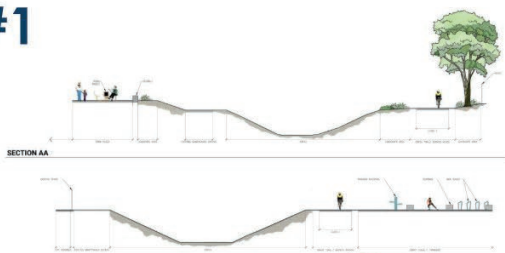


#3

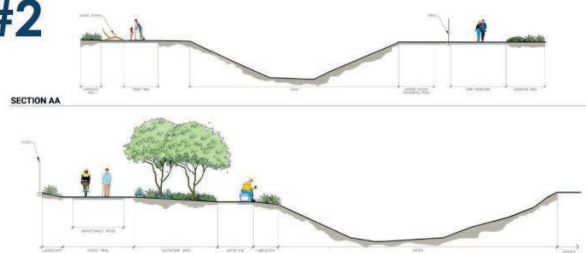


SOUTHERN PARK - REVIEW

#1



#2



TRAILS - REVIEW



APPENDIX C



INNOVATION DISTRICT PARKS AND TRAILS MILPITAS, CALIFORNIA

PRELIMINARY GEOTECHNICAL REPORT

SUBMITTED TO
Ms. Karen Folsom
Westwood Professional Services
1165 Scenic Drive, Suite A
Modesto, CA 95350

PREPARED BY
ENGEO Incorporated

February 13, 2026
Revised February 17, 2026

PROJECT NO.
26215.000.001

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Project No.
26215.000.001

February 13, 2026
Revised February 17, 2026

Ms. Karen Folsom
Westwood Professional Services
1165 Scenic Drive, Suite A
Modesto, CA 95350

Subject: Innovation District Parks and Trails Project
Berryessa Creek and South Milpitas Boulevard
Milpitas, California

PRELIMINARY GEOTECHNICAL REPORT

Dear Ms. Folsom:

We prepared this preliminary geotechnical report for the proposed Innovation District Parks and Trails project in Milpitas, California, as outlined in our agreement dated February 13, 2026. This report presents the preliminary findings of our assessment of geotechnical and geologic conditions and hazards pertinent to the site, and our preliminary geotechnical conclusions and recommendations for your due diligence and planning of the project.

It is our opinion, from a geotechnical engineering viewpoint, that the site is suitable for the proposed development, provided the recommendations presented in this report are implemented during project design.

We are pleased to have been of service on this project and are prepared to consult further with you and your design team as project design progresses. If you have any questions or comments regarding this report, please contact us and we will be glad to discuss them with you.

Sincerely,

ENGEO Incorporated


Jacob Kreider


Lauren Loey, PE

jk/lebl/jtr/sdh/cb

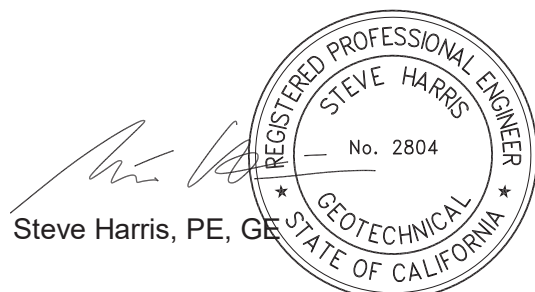


TABLE OF CONTENTS

LETTER OF TRANSMITTAL

1.0	INTRODUCTION	1
1.1	PURPOSE AND SCOPE	1
1.2	PROJECT LOCATION.....	1
1.3	PROJECT DESCRIPTION.....	2
2.0	FINDINGS	2
2.1	SITE BACKGROUND	2
2.1.1	Geology and Seismicity.....	3
2.1.2	Geology	3
2.1.3	Seismicity	3
2.2	SURFACE CONDITIONS	4
2.3	SUBSURFACE CONDITIONS	4
2.4	GROUNDWATER CONDITIONS.....	5
3.0	PRELIMINARY CONCLUSIONS	5
3.1	EXISTING FILL	5
3.2	EXPANSIVE SOIL	5
3.3	SEISMIC HAZARDS.....	5
3.3.1	Ground Rupture	5
3.3.2	Ground Shaking.....	6
3.3.3	Ground Lurching	6
3.3.4	Liquefaction	6
3.3.5	Flooding.....	6
3.4	2025 CBC SEISMIC DESIGN PARAMETERS	7
4.0	PRELIMINARY RECOMMENDATIONS.....	8
4.1	PRELIMINARY EARTHWORK	8
4.1.1	General Site Clearing.....	8
4.1.2	Existing Fill	8
4.1.3	Fill Compaction	9
4.1.4	Acceptable Fill	9
4.1.5	Underground Utilities.....	9
4.1.6	Drainage	9
4.2	FOUNDATION RECOMMENDATIONS.....	10
5.0	DESIGN-LEVEL GEOTECHNICAL REPORT.....	10
6.0	LIMITATIONS AND UNIFORMITY OF CONDITIONS	10

SELECTED REFERENCES

FIGURES

1.0 INTRODUCTION

1.1 PURPOSE AND SCOPE

As outlined in our agreement dated February 13, 2026, Westwood Professional Services authorized us to prepare this preliminary geotechnical report for the Innovation District Parks and Trails project in Milpitas, California. The purpose of this preliminary geotechnical exploration report is to provide an assessment of geotechnical conditions and hazards associated with the site and to present preliminary geotechnical recommendations to support the planning of the proposed parks improvement. Our services included the following tasks.

- Reviewing available literature, maps, and historical aerial photographs
- Assessment of geological hazards at the site and in the general project area
- Preliminary discussion of anticipated subsurface conditions and geotechnical constraints
- Preparing preliminary recommendations
- Conceptual measures to mitigate hazards and geotechnical constraints, as appropriate
- Preparing a preliminary geotechnical report

For our use, we received the following documents and discussed the project with you.

1. City of Milpitas. Innovation District Parks and Trails, Concept Plan. Received January 9, 2026.
2. City of Milpitas. 2023. Milpitas Metro Specific Plan, Milpitas, California. February 7, 2023.
3. Westwood Professional Services. 2025. City of Milpitas, Topographical Survey and Boundary. June 27, 2025. Sheets 1 to 6. Project No. 0059323.00.

We prepared this report for the exclusive use of our client and its consultants for preliminary design of this project. If 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 in Milpitas, California, south and southeast of the intersection of Montague Expressway and South Milpitas Boulevard as shown in Figures 1 and 2. The project site consists of three components: Northern Park, Southern Park, and Trail.

The Northern Park is bounded by Watson Court to the east, existing industrial buildings to the south, Berryessa Creek to the west, and Montague Expressway to the north. The Southern Park is bounded by Berryessa Creek to the east, residential buildings to the south and west, and South Milpitas Boulevard to the north. The Trail is located parallel to Berryessa Creek for approximately 1,900 feet, starting at the intersection of Montague Expressway and South Milpitas Boulevard and continuing south then east.

The parcel information for the site components and current site features are identified in Table 1.2-1.

TABLE 1.2-1: Project Site Information

SITE AREA	ASSESSOR'S PARCEL NUMBER	ADDRESS	CURRENT FEATURES
Northern Park	APN 092-08-101 (portion of)	1601 Watson Court, Milpitas, CA 95035	Commercial Space (Self-Storage facility), Asphalt Parking Lots
Southern Park	APN 092-08-105	1550 Gladding Court, Milpitas, CA 95035	Commercial Space (Materials distributor and Food Service facilities), Transmission Power Lines, Asphalt Parking Lots
Trail	APN 092-08-094	Milpitas, CA 95035	Berryessa Creek, Gravel access road

Figure 1 displays the Site Vicinity map and Figure 2 shows the site boundaries.

1.3 PROJECT DESCRIPTION

Based on our review of the concept plans prepared by City of Milpitas (n.d.), the proposed improvements for the Innovation District Parks and Trails project includes the following in each site area.

- The **Northern Park** will include concrete and granite pathways, concrete trails, fitness area, dog park, and landscaping.
- The **Southern Park** will include sport and game courts, picnic area, vehicle parking, playground structures, concrete walkways, and landscaping.
- The **Trail** is located parallel to Berryessa Creek and will consist of a Class II creek trail with shoulders, landscaping, and bench seating area along the eastern and northern bank.

2.0 FINDINGS

2.1 SITE BACKGROUND

We reviewed historical aerial photographs and topographic maps from www.historicaerials.com as far back as 1948, and Google Earth imagery as far back as 1999, to understand the site history as it pertains to geologic conditions. The aerial photographs indicate that Berryessa Creek originally trended east to west on the south side of the project area, and by 1956 it was re-routed to run north to south. The project area was primarily used as farmland up until 1968. In 1963, there were some buildings constructed north of the current Montague Expressway and by 1968 more development was being constructed southwest of the project area. By 1980, there was substantial development at the project site, including the construction of the current buildings and parking lots at the Northern Park and Southern Park sites, and around the project area, including industrial buildings and site grading. This stayed relatively consistent until 2002, when residential buildings were constructed southwest of the project area. In 2016, construction of South Milpitas Boulevard and widening of Montague Expressway to the north began and continued until completion in 2018. The site has remained generally the same since 2018.

2.1.1 Geology and Seismicity

2.1.2 Geology

The site is located within the Coast Ranges geomorphic province of California. The Coast Ranges province is typified by a system of northwest-trending, fault-bounded mountain ranges and intervening alluviated valleys. Bedrock in the Coast Ranges consists of igneous, metamorphic, and sedimentary rocks that range in age from Jurassic to Pleistocene. The present geology of the Coast Ranges is the result of deformation and deposition along the tectonic boundary between the North American plate and the Pacific plate. Plate boundary fault movements are largely concentrated along the well-known fault zones, which include the San Andreas, Calaveras, and Hayward faults, as well as other lesser-order faults.

Regional geologic mapping compiled by Wentworth et al. (1999) indicates the Northern and Southern Parks and northern portion of the Trail are primarily covered by Upper Pleistocene alluvial fan deposits (Qpf) and the southern portion of the Trail is primarily younger Holocene alluvial fan deposits (Qhf1). Historical topographic maps also show levee berm along the channel, which is likely built up from soil taken from Berryessa Creek. See Figure 3 for a regional geology map.

2.1.3 Seismicity

The site is not located within a currently designated Alquist-Priolo Earthquake Fault Zone and no known surface expression of active faults is believed to exist within the site. Fault rupture through the site, therefore, is not likely.

The site is located in a seismically active region that contains numerous faults. Small earthquakes occur every year in the San Francisco Bay Area and larger earthquakes have been recorded and can be expected to occur in the future. Faults have been cataloged and mapped by the United States Geological Survey (USGS) in the Quaternary Fault and Fold Database of the United States. An active fault is defined by the California Geological Survey as one that experienced surface displacement within Holocene time (about the last 11,700 years) (CGS, 2018). Figure 5 shows the approximate locations of known active faults along with other Quaternary faults based on the USGS Quaternary Fault and Fold Database as well as significant historical earthquakes recorded within the San Francisco Bay Area.

To identify nearby faults that are capable of generating strong seismic ground shaking at the site, we utilized the USGS Earthquake Hazard Toolbox and the 2023 National Seismic Hazard Model (NSHM) to perform a disaggregation of the seismic hazard at the peak ground acceleration (PGA) and at spectral periods up to 5 seconds for a return period of 2,475 years. Based on our experience with work in the project area, we assumed a Site Class D for the disaggregation analysis. We recommend completing future field explorations to obtain shear-wave velocity measurements to verify site class. The resulting faults are listed in Table 2.1.3-1.

TABLE 2.1.3-1: Faults Considered Capable of Producing Strong Seismic Ground Shaking at the Site

FAULT NAME	RUPTURE DISTANCE, R_{RUP}		MOMENT MAGNITUDE, M_w
	(km)	(mi)	
Silver Creek (2)	4.1	2.5	7.27
Hayward (south) (1)	6.5	4.0	7.33
Hayward (south, extension) (8)	7.6	4.7	7.32
Calaveras (center) (9)	9.5	5.9	7.68
Hayward (south) (2)	10.1	6.3	6.67
San Andreas (Peninsula) (2)	25.0	15.5	7.92

*Based on USGS Earthquake Hazard Toolbox: NSHM Conterminous U.S. 2023

These results represent known fault sources contributing at least 1 percent to the seismic hazard at the site considering oscillator periods ranging from the peak ground acceleration (PGA) to 5 seconds for the given return period. The rupture distances (R_{RUP}) and mean moment magnitudes (M_w) listed are based on values assigned by the 2023 NSHM, and the numbers in parentheses after the fault names correspond to fault subsections assigned by the NSHM. The above fault table is not an exhaustive list and other faults in the region may generate seismic shaking at the project site.

In 2014, the Working Group on California Earthquake Probabilities estimated that the probability of one or more MW 6.7 or greater earthquake events occurring in the San Francisco Bay Area region within 30 years is considered high, given the known seismic sources in the region.

2.2 SURFACE CONDITIONS

A site topographic plan of the Northern Park and Trail was provided by Westwood Professional Services. Per the plan, the site grades for the Northern Park range from roughly Elevation 69 feet (NAVD88) in the northwest to Elevation 64½ feet in the south. Site grades for the Trail range from roughly Elevation 64 feet in the north to Elevation 72 feet in the east. Based on the topographic map of Google Earth, the site grades for the Southern Park range from roughly Elevation 58 feet (WGS84) in the west to Elevation 62 feet in the northeast.

Per Google Earth images, the Northern Park is currently occupied by an asphalt parking lot and storage unit facility. The Southern Park is currently occupied by a parking lot and an industrial building, with materials being stored in the parking lot. There is an electrical transmission line support structure in the northern section of the Southern Park area. The Trail along Berryessa Creek is currently a 20-foot-wide gravel lane with a concrete ramp in the middle section of the Trail for creek access.

2.3 SUBSURFACE CONDITIONS

We do not have geotechnical boring data for the project site. Based on our review of subsurface data previously conducted for nearby projects and mapped within the same geologic unit, we anticipate the site will be underlain with stiff to very stiff lean to fat clay within the upper approximately 50 feet with interbed layers of medium dense to dense sand in varying thickness. Based on the existing site features in the proposed Northern and Southern Park areas, those portions of the project site are likely underlain by fill.

Additional explorations should be performed during a design-level geotechnical exploration to determine site-specific subsurface conditions and extent of potential existing fill.

2.4 GROUNDWATER CONDITIONS

Plate 1.2 of the Seismic Hazard Zone Report for the Milpitas Quadrangle (CGS, 2001) maps the historical high groundwater depths in the vicinity of the site to be between 5 to 10 feet below ground surface. In high water events, the groundwater will generally match the water level in Berryessa Creek.

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.

3.0 PRELIMINARY 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. We summarize our conclusions below.

3.1 EXISTING FILL

As described in Section 2.4, previous explorations around the project area encountered existing fill in the upper 5 feet. Non-engineered fill can undergo excessive settlement, especially under new fill or loads. If existing fill is found at the site, we recommend complete removal and recompaction as engineered fill within any improvement or structural areas.

3.2 EXPANSIVE SOIL

Based on previous laboratory data of subsurface soil near the project area, there is potential for expansive lean and fat clay at the proposed improvements. Expansive soil changes in volume with changes in moisture. They can shrink or swell and cause heaving and cracking of slabs-on-grade, pavements, and structures founded on shallow foundations.

3.3 SEISMIC HAZARDS

Potential seismic hazards resulting from a nearby moderate to major earthquake can generally be classified as primary and secondary. The primary effect is ground rupture, also called surface faulting. The common secondary seismic hazards include ground shaking and ground lurching. The following sections present a discussion of these hazards as they apply to the site. Based on topographic and lithologic data, the risk of regional subsidence or uplift, lateral spreading, landslides, tsunamis, flooding or seiches is considered low to negligible at the site.

3.3.1 Ground Rupture

Since there are no known active faults crossing the property and the site is not located within an Earthquake Fault Special Study Zone, it is our opinion that ground rupture is unlikely at the subject property.

3.3.2 Ground Shaking

An earthquake of moderate to high magnitude generated within the San Francisco Bay region could cause considerable ground shaking at the site, similar to that which has occurred in the past. To mitigate the shaking effects, structures should be designed using sound engineering judgment and the 2025 California Building Code (CBC) requirements, as a minimum. Seismic design provisions of current building codes generally prescribe minimum lateral forces, applied statically to the structure, combined with the gravity forces of dead and live loads. The code-prescribed lateral forces are generally considered to be substantially smaller than the comparable forces that would be associated with a major earthquake. Therefore, structures should be able to: (1) resist minor earthquakes without damage, (2) resist moderate earthquakes without structural damage, but with some non-structural damage, and (3) resist major earthquakes without collapse but with some structural, as well as non-structural damage.

Conformance to the current building code recommendations does not constitute any kind of guarantee that significant structural damage would not occur in the event of a maximum magnitude earthquake; however, it is reasonable to expect that a well-designed and well-constructed structure will not collapse or cause loss of life in a major earthquake (SEAOC, 1999).

3.3.3 Ground Lurching

Ground lurching is a result of the rolling motion imparted to the ground surface during energy released by an earthquake. Such rolling motion can cause ground cracks to form in weaker soil. The potential for the formation of these cracks is considered greater at contacts between deep alluvium and bedrock. Such an occurrence is possible at the site as in other locations in the region, but based on the site location, it is our opinion that the offset is expected to be minor.

3.3.4 Liquefaction

Soil liquefaction results from loss of strength during cyclic loading, such as that imposed by earthquakes. The soil considered most susceptible to liquefaction is clean, loose, saturated, uniformly graded, fine-grained sand.

The project area is located within a State of California mapped liquefaction hazard zone (CGS, 2025). See Figure 4 for the Seismic Hazard Zone Map. Based on previous explorations around the project area, there may be interbed layers of medium dense to dense sand below the ground water table. We do recommend field explorations to verify subsurface conditions and potential of liquefaction induced settlement as part of a design level study.

3.3.5 Flooding

We reviewed the Federal Emergency Management Agency (FEMA) Flood Map for the Santa Clara County, California (Map 06085C0067J) dated February 19, 2014. The site is partially located within a special flood hazard area as well as a 0.2 percent annual chance flood zone. The civil engineer should review pertinent information relating to possible flood levels for the subject site based on final pad elevations and provide appropriate design measures for development of the project, if recommended.

3.4 2025 CBC SEISMIC DESIGN PARAMETERS

The 2025 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 7-22). According to ASCE 7-22, the site soil should be classified based on the time-averaged shear-wave velocity measured from the ground surface to a depth of 100 feet.

As previously discussed, we do not have shear-wave velocity data for this project site; therefore, we considered the Default site class which is the most critical site conditions (or envelope) of Site Classes CD, D and DE in accordance with Sections 20.1 and 20.3 of ASCE 7-22. We recommend collecting shear-wave velocity data during the design-level exploration to further refine the site class and associated seismic design parameters.

We provide the Risk-Target Maximum Considered Earthquake (MCE_R) and Design Earthquake (DE) multi-period response spectra based on Section 11.4.5 of ASCE 7-22 and the United States Geological Survey's (USGS') Seismic Design Geodatabase in Table 3.4-1. Additionally, we provide the MCE_R and DE acceleration parameters based on Sections 11.4.3, 11.4.4, and 11.8.3 of ASCE 7-22 in Table 3.4-2.

TABLE 3.4-1: MCE_R and DE Multi-Period Response Spectra

PERIOD, T (seconds)	SPECTRAL RESPONSE ACCELERATION, S_a (g)	
	MCE_R	DE
0.00	0.95	0.63
0.01	0.95	0.64
0.02	0.97	0.65
0.03	1.04	0.69
0.05	1.32	0.88
0.075	1.67	1.11
0.10	1.9	1.27
0.15	2.23	1.49
0.20	2.52	1.68
0.25	2.55	1.7
0.30	2.59	1.73
0.40	2.53	1.69
0.50	2.29	1.53
0.75	1.97	1.31
1.0	1.74	1.16
1.5	1.29	0.86
2.0	1.01	0.67
3.0	0.67	0.45
4.0	0.48	0.32
5.0	0.37	0.24
7.5	0.22	0.15
10.0	0.15	0.098

**TABLE 3.4-2: MCE_R and DE Acceleration Parameters for Site Class Default
(Latitude: 37.411290, Longitude: -121.886228)**

ACCELERATION PARAMETER	SYMBOL	VALUE (g)
MCE _R Spectral Response Acceleration at a Period of 0.2 s for Site Class BC	S_S	2.2
MCE _R Spectral Response Acceleration at a Period of 1 s for Site Class BC	S_1	0.88
MCE _R Spectral Response Acceleration at Short Periods Adjusted for Site Class Effects	S_{MS}	2.33
MCE _R Spectral Response Acceleration at a Period of 1 s Adjusted for Site Class Effects	S_{M1}	1.82
Design Spectral Response Acceleration at Short Periods	S_{DS}	1.55
Design Spectral Response Acceleration at a Period of 1 s	S_{D1}	1.21
MCE _G Peak Ground Acceleration Adjusted for Site Class Effects	PGA_M	0.79

4.0 PRELIMINARY RECOMMENDATIONS

The preliminary recommendations included in this report should be utilized for project planning purposes and are intended for the areas of the site that will be developed with structural improvements. These areas include, but are not limited to, structures, sidewalks, and pavement areas. Prior to development, we should be retained to prepare a design-level geotechnical report.

4.1 PRELIMINARY EARTHWORK

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. Low expansive fill is defined as having plasticity index of less than 12. We define “structural areas” as any area sensitive to settlement of compacted soil. These areas include, but are not limited to structures, sidewalks, pavement areas, and retaining walls.

4.1.1 General Site Clearing

Areas to be developed should be cleared of surface and subsurface deleterious materials, including existing building foundations, slabs, buried utility and irrigation lines, pavements, debris, fill stockpile, and designated trees, shrubs, and associated roots. Following clearing, the site should be stripped to remove surface organic materials, where present. We recommend to strip organics from the ground surface to a depth of at least 2 to 3 inches below the surface. We recommend removing strippings from the site or, if considered suitable by the landscape architect and owner, to use them in landscape fill. It may be feasible to mow the existing vegetation to as close the ground as feasible and remove the vegetation from the site and then disc the remaining vegetation in place. This should be evaluated by ENGEO just prior to grading.

4.1.2 Existing Fill

If existing fill is encountered after general site demolition, we recommend complete removal of the fill in structural areas to competent native soil, as determined in the field by ENGEO. The existing fill should be subexcavated and reworked as engineered fill provided it meets acceptable fill requirements in Section 4.1.4. We should be retained to observe the subexcavation and test

backfilling. Excavations extending below the planned finished site grades should be cleaned and backfilled with suitable material compacted to the recommendations presented in Section 4.1.3.

4.1.3 Fill Compaction

Following site clearing, as described in Section 4.1.1, areas to receive engineered fill should be scarified to a minimum depth of 10 inches, moisture conditioned, and compacted. We recommend that engineered fill be placed in loose, relatively level lifts not exceeding 12 inches or the depth of penetration of the compaction equipment used, whichever is less. For land planning and cost estimating purposes, the following compaction recommendations should be used for the placement and compaction of fill.

TABLE 4.1.3-1: Compaction and Moisture Content Requirements

FILL AREA	MOISTURE CONTENT ABOVE OPTIMUM	MINIMUM RELATIVE COMPACTION*
General Fill	At least 3 percentage points	90 percent
Utility Trench Backfill	At least 3 percentage points	90 percent

Aggregate base should be compacted to at least 95 percent relative compaction (ASTM D1557). Moisture condition aggregate base to or slightly above the optimum moisture content prior to compaction.

4.1.4 Acceptable Fill

In general, we anticipate the on-site soil should be suitable as fill material, provided it is processed to remove concentrations of organic material, debris, and particles greater than 6 inches in maximum dimension.

Imported fill materials should meet the above requirements and have a plasticity index less than the on-site material. We should be allowed to sample and test proposed imported fill materials at least 5 days prior to delivery to the site.

4.1.5 Underground Utilities

Trench backfill should be placed and compacted as recommended in Section 4.1.3. It is the responsibility of the contractor to provide stable, safe trench and construction slope conditions and to follow OSHA safety requirements. It is the responsibility of the contractor to provide a trained "competent person" as defined by OSHA to supervise all excavation operations, ensure that all personnel are working in safe conditions, and have thorough knowledge of OSHA excavation safety requirements. Project consultants involved in utility design should specify pipe bedding materials.

4.1.6 Drainage

The project civil engineer is responsible for designing surface drainage improvements. With regard to geotechnical engineering issues, we recommend that finish grades be sloped away from structures and pavements to the maximum extent practical. As a minimum, we recommend that the site does not allow water to pond near foundations, pavements, or exterior flatwork.

4.2 FOUNDATION RECOMMENDATIONS

Considering the potential subsurface conditions and the nature of the proposed improvements, isolated spread footings and/or drilled piers are suitable to support the proposed playground structures, site lights, and other ancillary structures. The structure foundations should be constructed in prepared native soil or compacted engineered fill.

We recommend that laboratory testing and additional geotechnical analysis be performed during a design-level geotechnical exploration to determine design recommendations regarding structure foundations.

5.0 DESIGN-LEVEL GEOTECHNICAL REPORT

As previously discussed, a site-specific, design-level geotechnical report should be prepared as part of the design process once development plans are finalized. The preliminary conclusions and recommendations presented in this report are based on limited site and laboratory data. The design-level report would include additional subsurface data and laboratory soil testing to provide data for preparation of specific recommendations regarding site grading, foundation design, flexible pavements, and drainage for proposed development. The exploration will also allow for more detailed evaluations of the geotechnical issues discussed in this report and afford the opportunity to provide recommendations regarding techniques and procedures to be implemented during construction to mitigate potential geotechnical/geological hazards.

6.0 LIMITATIONS AND UNIFORMITY OF CONDITIONS

This report presents geotechnical recommendations for design of the improvements discussed in Section 1.3 for the Innovation District Parks and Trails project. If changes occur in the nature or design of the project, we should be allowed to review this report and provide additional recommendations. 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 developers, owners, buyers, architects, engineers, designers, and contractors. 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 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 incurred in completing the project. We recommend that the owner establish a contingency fund to cover such costs. If unexpected conditions are encountered, we 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 assess 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 our written authorization. Such authorization is essential because it requires us 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 our recommendations. Therefore, we must be engaged to prepare the necessary clarifications, adjustments, modifications, or other changes before construction activities commence or further activity proceeds. If our scope of services does not include on-site construction observation, or if other persons or entities are retained to provide such services, we 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 assigned 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 logs also contain our interpretation of the subsurface conditions between sample locations. Therefore, the logs contain both factual and interpretative information.

SELECTED REFERENCES

- American Society of Civil Engineers (ASCE). 2022. Minimum Design Loads for Buildings and Other Structures, ASCE Standard, ASCE/SEI 7-22.
- American Society of Testing and Materials (ASTM). Annual Book of Standards.
- California Building Code. 2025.
- City of Milpitas. Innovation District Parks and Trails, Concept Plan. Received January 9, 2026.
- City of Milpitas. 2023. Milpitas Metro Specific Plan, Milpitas, California. February 7, 2023.
- ENGEO. 2025. Geotechnical Report, Milpitas, California. December 19, 2025. Project No. 13944.000.009.
- ENGEO. 2025. Geotechnical Exploration, Milpitas, California. June 3, 2025; Revised December 2, 2025. Project No. 27375.000.001.
- Federal Emergency Management Agency. 2014. Flood Hazard Maps, Map 06085C0067J. Dated February 19, 2014.
- Historical Aerials. 2025. www.historicaerials.com; website accessed October 2025.
- USGS Earthquake Hazard Toolbox, accessed October 2025.
- Wentworth, C.M., et al. 1999. Preliminary geologic map of the San Jose 30 x 60-minute quadrangle. California.
- Westwood Professional Services. 2025. City of Milpitas, Topographical Survey and Boundary. June 27, 2025. Sheets 1 to 6. Project No. 0059323.00.



FIGURES

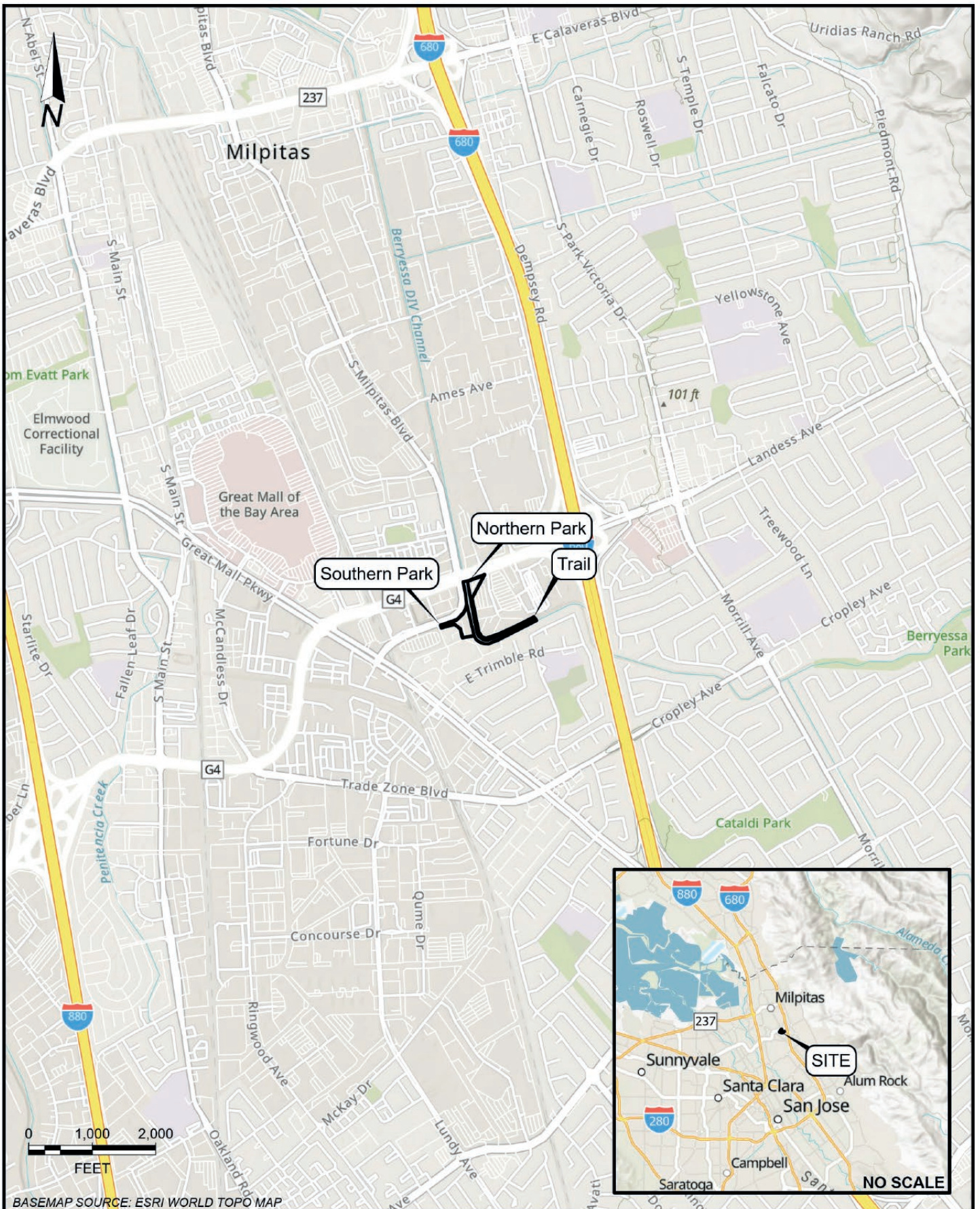
FIGURE 1: Vicinity Map

FIGURE 2: Site Plan

FIGURE 3: Regional Geologic Map

FIGURE 4: Seismic Hazard Zones Map

FIGURE 5: Regional Fault and Seismicity Map



VICINITY MAP
INNOVATION DISTRICT PARKS AND TRAILS
MILPITAS, CALIFORNIA

PROJECT NO.: 26215.000.001

SCALE: AS SHOWN

DRAWN BY: NWC

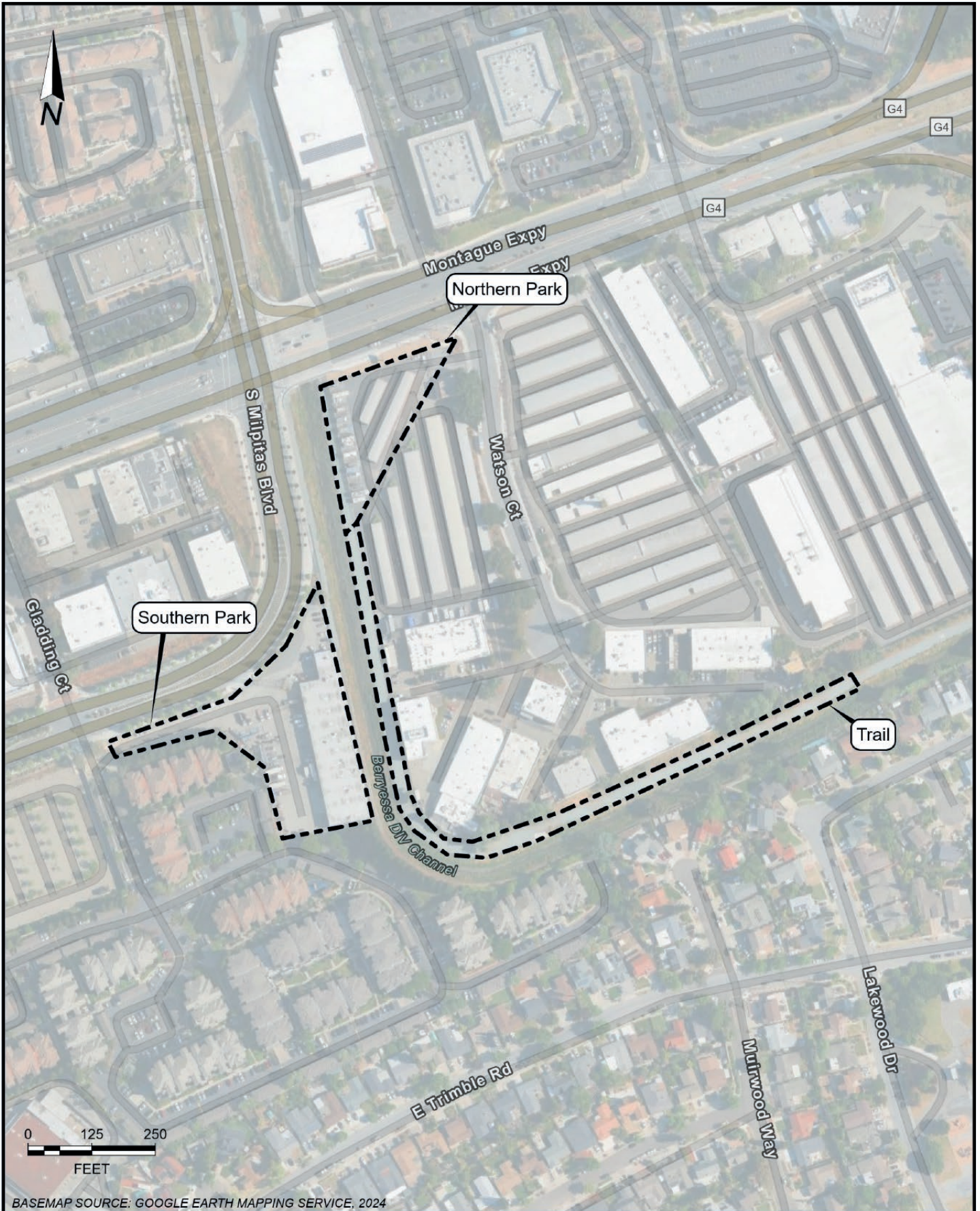
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FIGURE NO.

1

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LAYOUT: 01, VICINITY 8.5 X 11 PORTRAIT USER: N.CLOUGH

ORIGINAL FIGURE PRINTED IN COLOR



BASEMAP SOURCE: GOOGLE EARTH MAPPING SERVICE, 2024



SITE PLAN
INNOVATION DISTRICT PARKS AND TRAILS
MILPITAS, CALIFORNIA

PROJECT NO.: 26215.000.001

SCALE: AS SHOWN

DRAWN BY: NWC

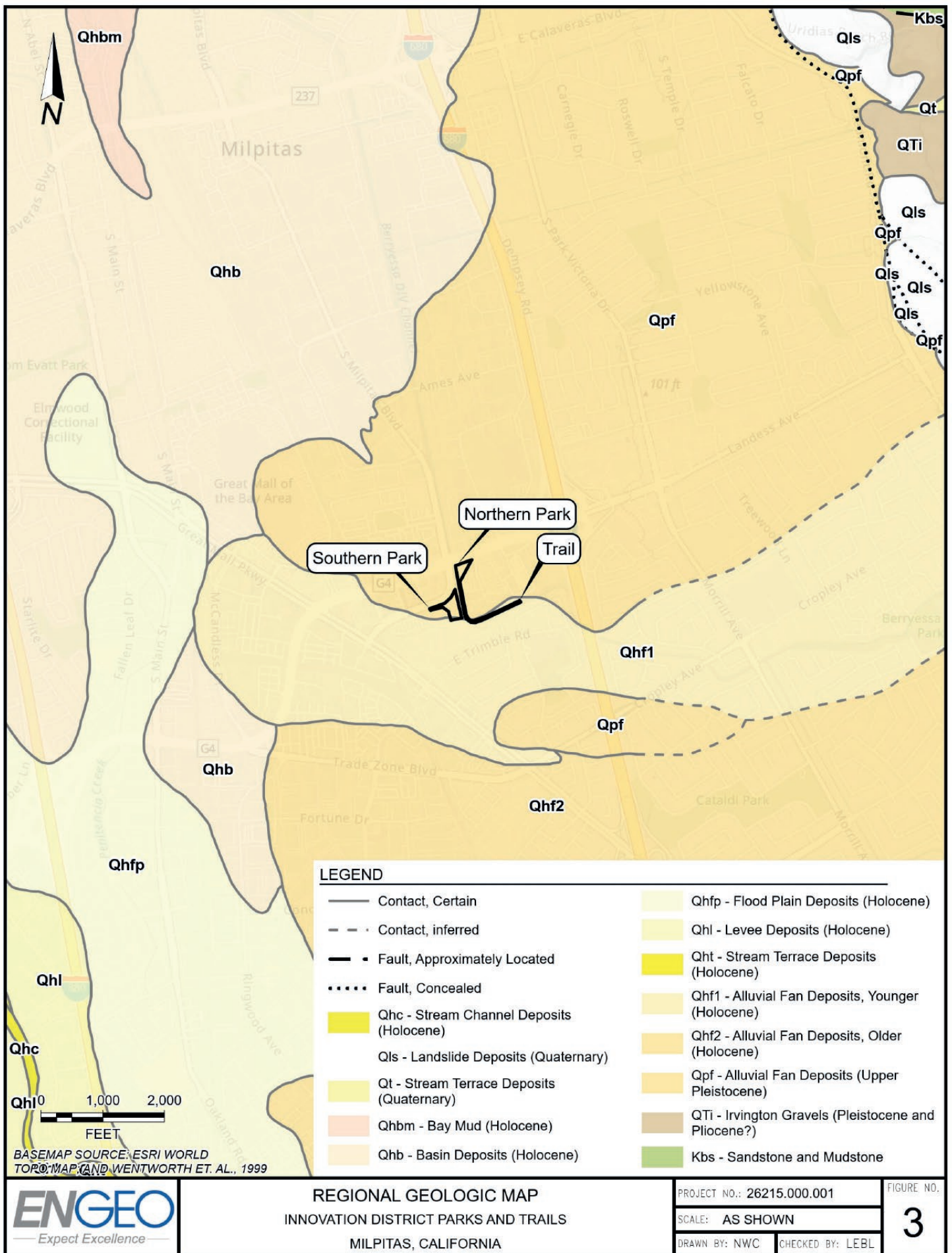
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FIGURE NO.

2

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LAYOUT: 02, SITE PLAN 8.5 X 11, PORTRAIT USER: NCGLOUGH





SEISMIC HAZARD ZONES MAP
INNOVATION DISTRICT PARKS AND TRAILS
MILPITAS, CALIFORNIA

PROJECT NO.: 26215.000.001

SCALE: AS SHOWN

DRAWN BY: NWC

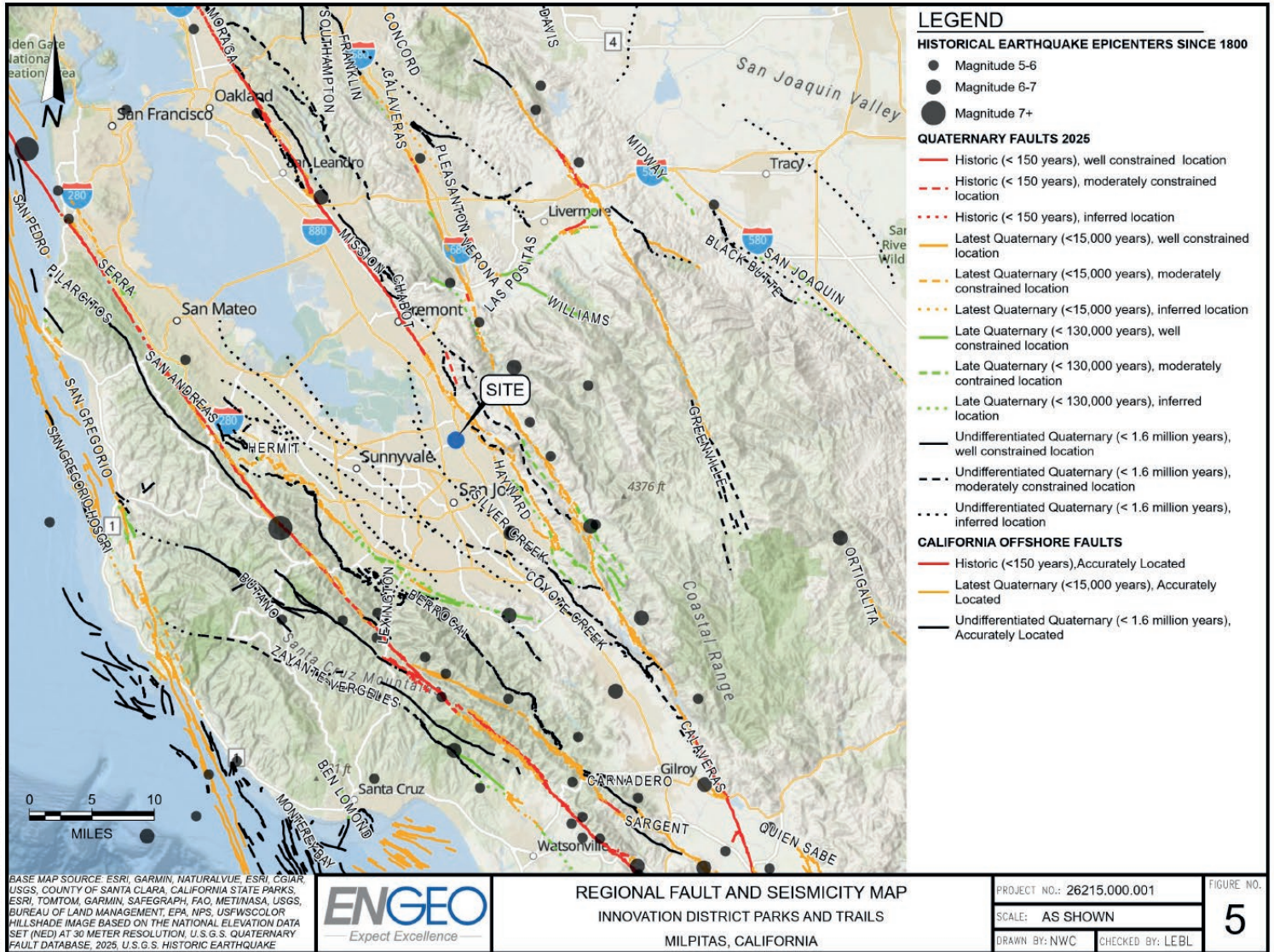
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FIGURE NO.

4

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LAYOUT: 04. SEISMIC HAZARD ZONE MAP 8.5 X 11 PORTRAIT USER: NLOUGH





APPENDIX D



INNOVATION DISTRICT PARKS AND TRAILS MILPITAS, CALIFORNIA

ENVIRONMENTAL REVIEW

SUBMITTED TO
Ms. Karen Folsom
Westwood Professional Services
1165 Scenic Drive, Suite A
Modesto, CA 95350

PREPARED BY
ENGEO Incorporated

March 23, 2026

PROJECT NO.
26215.000.001

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Project No.
26215.000.001

March 23, 2026

Ms. Karen Folsom
Westwood Professional Services
1165 Scenic Drive, Suite A
Modesto, CA 95350

Subject: Innovation District Parks and Trails
Berryessa Creek and S. Milpitas Boulevard
Milpitas, California

ENVIRONMENTAL REVIEW

Dear Ms. Folsom:

We are pleased to present our findings on potential sources of soil contamination in the project area and likelihood of encountering asbestos-containing aggregate base beneath paved areas. This assessment included a review of publicly available local, state, tribal, and federal environmental record sources, standard historical sources, and aerial photographs.

PROJECT SITE AND DESCRIPTION

The proposed project site (Site) for the Innovation District Parks and Trails improvements is located adjacent to South Milpitas Boulevard and Montague Expressway and along Berryessa Creek in Milpitas, California. The project site consists of three noncontiguous components: Northern Park, Southern Park, and Trail.

The parcel information for the site components and current site features in each site area are identified in Table 1 and shown in Exhibit 1 below.

TABLE 1: Project Site Information

SITE AREA	ASSESSOR'S PARCEL NUMBER (APN)	ADDRESS	CURRENT FEATURES
Northern Park	APN 092-08-101 (portion of)	1601 Watson Court, Milpitas, CA 95035	Commercial Space (Self Storage Facility), Asphalt Parking Lots
Southern Park	APN 092-08-105	1550 Gladding Court, Milpitas, CA 95035	Commercial Space (Materials Distributor and Food Service Facilities), Transmission Power Lines, Asphalt Parking Lots
Trail	APN 092-08-094	Milpitas, CA 95035	Berryessa Creek, Gravel Access Road

EXHIBIT 1: Site Plan



HISTORICAL RECORD SOURCES

Topographic Maps

Regional geologic mapping compiled by Wentworth et al. (1999) indicates the Northern and Southern Parks and northern portion of the Trail are primarily covered by Upper Pleistocene alluvial fan deposits (Qpf) and the southern portion of the trail is primarily younger Holocene alluvial fan deposits (Qhf1). Ultramafic formations known to contain naturally occurring asbestos were not mapped on the Site.

Aerial Photographs

We reviewed historical aerial photographs for discernible changes to the Site and its vicinity, particularly changes that would indicate potential sources of soil contamination.

The earliest available aerial photograph is from 1948 and depicts the Site as predominantly vacant, with a road in the alignment of present-day Montague Expressway transecting the Site. Orchards are present on neighboring parcels to the south of the Trail and northeast of the Northern Park from this time to as late as 1968.

From 1968 to 1980, the Northern Park and parts of the Southern Park were paved and developed with commercial structures that remain in place at the time of review. Prior to 1990, serpentinite aggregate base, which contains NOA, was occasionally used in the paving process. Given the age of these paved lots, it is possible that serpentinite-containing aggregate base may be encountered in the demolition process. In the time between 1968 and 1980, Montague

Expressway was also expanded into a major thoroughfare. Leaded gasoline was broadly used during this time, which contributes to the possibility of aerially deposited lead in shallow soil at the Site. In 2016, construction of South Milpitas Boulevard and widening of Montague Expressway to the north of the Northern Park began and continued until completion in 2018. Site conditions have remained generally similar since 2018.

ENVIRONMENTAL DATABASE RECORD SOURCES

We reviewed EnviroStor, a website maintained by the Department of Toxic Substances Control (DTSC), and GeoTracker, a website maintained by the State Water Resources Control Board (SWRCB), for cases that may indicate contamination of soil at the Site. The following cases were identified for further discussion.

Jones Chemicals – 985 Montague Expressway

A facility adjacent to the Northern Park is listed as an open GeoTracker cleanup case (Global ID SL18213593). The facility housed a chemical packaging and distribution facility from the 1960s to the 1990s. Per the GeoTracker summary, imports to the facility included chlorine gas, sulfur dioxide, anhydrous ammonia, various acids and bases, and volatile organic compounds. The cleanup case was opened in the 1980s in response to the explosion of an aboveground storage tank (AST) and subsequent release of between 2,000 and 4,000 gallons of chlorinated solvent onto the ground surface and neighboring Berryessa Creek. Approximately 280 cubic yards of sediment have been excavated from the creek. Groundwater sampling from 2023 indicated residential tetrachloroethylene (PCE) and trichloroethylene (TCE) exceedances both upgradient (east) and downgradient (west) of the Site, suggesting that groundwater underneath the Site likely exceeds residential screening levels for PCE and TCE. Residential soil vapor exceedances for PCE and TCE were also noted in the 2023 sampling results. This case is hydraulically upgradient of the Site and not anticipated to pose a risk to the Site.

North American Transformer – 1200 Piper Drive

Three open GeoTracker cases, Global IDs T10000006809, SL18208588, and T10000011367, relate to the former North American Transformer facility approximately 1,500 feet northwest of the Site. Volatile organic compounds (VOCs), polychlorinated biphenyls (PCBs), PCE, TCE, chromium, and hydrocarbons have been identified as constituents of concern at the facility. Remediation has included in situ treatment and excavation of approximately 5,063 tons of soil. In 2005, a covenant and environmental restriction was recorded for the site. This document noted that soil had been remediated to residential cleanup goals, but groundwater contamination, noted as originating from Jones Chemicals, still posed a concern. As such, vapor barriers are required under new structures at the Site, and permission must be acquired from the San Francisco Bay Regional Water Quality Control Board (SFRWQCB) prior to excavation beyond 12 feet below the ground surface. This case is hydraulically upgradient and unlikely to pose an environmental concern for the Site.

Herzstein – 1535 Gladding Court

A facility approximately 200 feet north of the Site is a closed GeoTracker leaking underground storage tank (LUST) case (Global ID T0608500118). Total petroleum hydrocarbons as gasoline (TPH-g) were detected at 810 parts per million (ppm) below a 550-gallon underground storage tank (UST) at the site. The tank was removed in 1985, with no overexcavation performed. Three monitoring wells were installed at the site to monitor groundwater. The closure document,

published in 1995, indicated that the soil contamination is “limited in extent to the west and southwest of the former tank area, and likely to be limited to the east and northeast as well.” TPH-g and benzene, toluene, ethylbenzene, and xylene (BTEX) were not detected in the two downgradient monitoring wells for four consecutive quarters prior to closure. This case is unlikely to pose an environmental concern for the Site.

Custom Drywall, Inc. – 1570 Gladding Court

A facility approximately 150 feet north of the Site is the subject of a closed LUST GeoTracker case (Global ID T0608500481). This case relates to a release from a 2,000-gallon UST, which was subsequently removed in 1986. A small amount of soil and groundwater were removed from the tank pit, and the SFRWQCB deemed further remediation unnecessary based on the small concentrations of TPH-g detected. This case was closed in 1996 and is unlikely to pose an environmental concern for the Site.

PUBLIC RECORDS SOURCES

Historical building permit records for the Site were requested from the City of Milpitas on January 28, 2026. The City of Milpitas sent permit records for 1601 Watson Court (Northern Park) and 1670 South Milpitas Boulevard (Southern Park). The City of Milpitas’s online permit database was also searched for records that would specify the dates of construction of the buildings at the Site or whether grading had occurred since serpentinite baserock was banned in 1990. A grading permit was approved for 1601 Watson Court in 2016, though historical aerials do not indicate significant changes to the Site around that time.

CONCLUSIONS

Given the age of the developments at the Site, it is possible that hazardous building materials exist in structures, and that serpentinite-containing aggregate base may be present beneath paved portions of the Site. Prior to redevelopment, a hazardous building materials survey should be conducted on existing structures, and pavement sections should be observed for serpentinite-containing aggregate base.

Potential sources of soil contamination include aerially deposited lead from historical use of Montague Expressway, and upgradient industrial uses which may have impacted soil regionally and along Berryessa Creek (i.e., the solvent release from Jones Chemical). Soil slated for removal should be sampled at a minimum for metals, petroleum hydrocarbons, and volatile organic compounds.

Contaminated soil and/or aggregate may be profiled, excavated, and disposed from the site as Class II or potentially Class I depending on analytical results. Alternatives to disposal such as a clean cap may be appropriate depending on quantity of impacted soil, if any. Such a cap would require regulatory engagement, land use covenant (LUC) or equivalent, regular assessments of its effectiveness, as well as regular maintenance.

Regarding vapor intrusion, the Site is situated in an area with known groundwater contamination including PCE and TCE. Several residential facilities in the vicinity are under LUCs requiring vapor intrusion mitigation systems (VIMS) in response to releases of chlorinated solvents in the area. If structures are planned for this redevelopment, location and proposed construction of the structures should be reviewed to evaluate the need for VIMS.

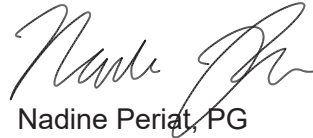
If you have any questions or comments regarding this letter, please call and we will be glad to discuss them with you.

Sincerely,

ENGEO Incorporated



Kendyl Bree



Nadine Periat, PG

kb/np/ca

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADOPTING
THE INNOVATION DISTRICT PARKS AND TRAILS MASTER PLAN**

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

WHEREAS, the Metropolitan Transportation Commission (MTC) is the designated recipient for state and federal funding assigned to the Regional Transportation Planning Agency / Metropolitan Planning Organization of the nine-county San Francisco Bay Area region for the programming of projects; and

WHEREAS, MTC offers funding and technical assistance to local jurisdictions through its Priority Development Area (PDA) Planning Grant Program to meet the Bay Area's long-range goals of reduced greenhouse gas emissions and more affordable housing for all; and

WHEREAS, on February 7, 2023, the City Council adopted the Milpitas Metro Specific Plan (Metro Plan) as an update to the Transit Area Specific Plan (TASP), establishing an employment-focused Innovation District to support high-intensity office, research and development, and advanced manufacturing uses; and

WHEREAS, the Metro Plan identifies several public improvements within the Innovation District, including two new parks and a multi-use trail along Berryessa Creek, to enhance recreational amenities and connectivity for future workers and residents; and

WHEREAS, on February 23, 2023, the City submitted an application to MTC through the PDA Planning Grant Program to request funding for the preparation of the Innovation District Parks and Trails Master Plan; and

WHEREAS, on March 21, 2023, the City Council held a duly-noticed public hearing on the City's PDA Planning Grant application and expressed its support for the City's application to the Metropolitan Transportation Commission to prepare a conceptual parks and trails plan for the Innovation District; and

WHEREAS, on June 28, 2023, the Metropolitan Transportation Commission authorized the funding of the project in the amount of \$200,000 at its Commission Meeting; and

WHEREAS, on August 13, 2024, the City Council adopted Resolution No. 9348, formally accepting the MTC grant award of \$200,000 and authorizing the City Manager to execute a Professional Services Agreement with O'Dell Engineering, Inc. in an amount not to exceed \$198,178 for the preparation of the Innovation District Parks and Trails Master Plan; and

WHEREAS, the preparation of the Innovation District Parks and Trails Master Plan involved a comprehensive, multi-phase planning process, including a detailed site inventory and analysis, extensive public outreach and engagement, and the development of conceptual designs for the proposed parks and trail; and

WHEREAS, the City hosted two open house community meetings, the first on May 29, 2025, at the Milpitas Community Center, and the second on September 9, 2025, at the Sal Cracolice Community Center, and administered two online surveys, receiving a total of 91 responses, to gather community input on desired amenities, programming, and design features; and

WHEREAS, on November 3, 2025, staff presented the design concepts to the Parks, Recreation, and Cultural Resources Commission (PRCRC), which reviewed and provided input on the proposed park and trail concepts; and

WHEREAS, on December 16, 2025, the City Council reviewed the proposed conceptual designs and provided direction to staff and the consultant to synthesize community preferences, including integrating the open

space configuration of Option 3 with the amenity mix and playground placement from Option 2 for the South Park parcel, advancing Option 3 for the North Park parcel, and prioritizing a gently curving, shaded trail alignment with ample seating for the Berryessa Creek Trail; and

WHEREAS, on April 5, 2026, staff presented the final draft Innovation District Parks and Trails Master Plan to the Parks, Recreation, and Cultural Resources Commission, and the Commission recommended approval of the Master Plan to the City Council; and

WHEREAS, the Innovation District Parks and Trails Master Plan is a complementary planning document to the Metro Plan and the Play Milpitas Parks and Recreation Master Plan Update 2021, and identifies future programming for recreation opportunities for workers and visitors in the Innovation District; and

WHEREAS, the City's General Plan 2040 and Parks and Recreation Master Plan set forth specific goals and standards for parkland provision, recreational programming, and facility development, and the Innovation District Parks and Trails Master Plan directly supports these requirements by identifying new park and trail facilities that address both current deficiencies and anticipated needs resulting from increased employment and residential density in the area; and

WHEREAS, adoption of the Innovation District Parks and Trails Master Plan constitutes a project under the California Environmental Quality Act (CEQA), as defined by Section 15378(a) of the CEQA Guidelines; however, consistent with CEQA Guidelines Section 15262, adoption of the Master Plan is considered a planning study for possible future actions that the City has not yet approved, adopted, or funded, and is therefore statutorily exempt from CEQA, as it involves only feasibility or planning studies and does not have a legally binding effect on any possible future use of the environment; and

WHEREAS, staff recommends the City Council adopt the Innovation District Parks and Trails Master Plan as the policy and planning framework to guide future park and trail development within the Innovation District.

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

SECTION 1. RECITALS

The City Council has considered the full record before it, which includes, but is not limited to, such things as all published staff reports, oral and written testimony by staff, the Parks, Recreation, and Cultural Resources Commission, City Council and the public, and all other relevant materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and incorporated herein by reference.

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council hereby finds that adoption of the Innovation District Parks and Trails Master Plan is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15262, as the Master Plan constitutes a feasibility and planning study for possible future actions that have not yet been approved, adopted, or funded, and does not commit the City to any definite course of action regarding individual park or trail projects. Any future implementation actions, including site-specific design, property acquisition, or construction, will be subject to separate, project-level environmental review in accordance with CEQA requirements prior to approval or commencement of those activities.

SECTION 3. CITY COUNCIL APPROVAL

The City Council of the City of Milpitas hereby adopts the Innovation District Parks and Trails Master Plan as the policy and planning framework to guide the future development of two new parks and a multi-use trail within

the Innovation District, consistent with the goals and policies of the Milpitas Metro Specific Plan, the City's General Plan 2040, and the Play Milpitas Parks and Recreation Master Plan Update 2021.

PASSED AND ADOPTED this _____ day of _____, 2026, 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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve Changes to the City Council Procedures and Protocols Handbook to Incorporate Changes to Local Ordinance and State Statute, Including the Adoption of a Meeting Technology Disruption Policy as Required by SB 707 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001; and Christian Curtis, City Attorney, 408-586-3041)
Category:	Leadership and Support Services
Meeting Date:	5/5/2026
Recommendation:	Approve changes to the City Council Procedures and Protocols Handbook to incorporate changes to Local Ordinance and State Statute, including the adoption of a Meeting Technology Disruption Policy as required by SB 707 (Durazo).

BACKGROUND:

On [January 11, 2022](#), the City Council approved the City of Milpitas City Council Procedures and Protocols Handbook 2021 (the “Handbook”). This version represented a comprehensive update to the prior 2004 Handbook, which had last been amended in 2007. The update process spanned several years (2018–2022) and included the work of an Ad Hoc Council Handbook Subcommittee. The Handbook is intended to be updated periodically to reflect changes in law and Council procedures.

Since its adoption, the City Council has approved updates to the Handbook on February 7, [February 21](#), and [June 20, 2023](#); [January 23, 2024](#); and [September 2, 2025](#).

On April 26, 2026, the City Council adopted Ordinance No. 194.2, which amended the vacancy process in section 2.00 of the Milpitas Municipal Code. The new process in Ordinance No. 194.2 differs from the old process currently reflected in the Handbook.

Senate Bill 707 ([SB 707](#)), signed into law on October 3, 2025, requires local agencies to adopt policies addressing meeting technology disruptions. The legislation establishes new standards for the conduct of public meetings, including requirements for transparency and procedures to address technological failures that may affect public access or participation.

ANALYSIS:

The proposed update to the City Council Procedures and Protocols Handbook is necessary to ensure compliance with SB 707, which requires all local agencies to adopt a formal policy addressing meeting technology disruptions by July 1, 2026. The law applies to in-person, virtual, and hybrid meetings and requires agencies to establish clear procedures to address interruptions to audio, video, or teleconferencing systems that could impact public access or participation.

While the Handbook provides comprehensive guidance on meeting procedures, including agendas, minutes, Council actions, and public participation; it does not currently include a dedicated policy addressing technology disruptions. The absence of such a policy presents a compliance gap under SB 707, which now requires agencies to specify how meetings will be managed if disruptions occur.

The recommended update will be added to Handbook Chapter IV “Meetings,” outlining procedures to be followed if a meeting technology disruption occurs. This includes, but is not limited to:

- Immediate notification to meeting participants and the public regarding the nature and expected duration of the disruption.
- Suspension of meeting proceedings until public access is restored, as required by law.
- Documentation of the disruption and the steps taken to resolve it in the official meeting record.
- Procedures for resuming, continuing, or adjourning the meeting if the disruption cannot be resolved in a timely manner.
- Compliance with all applicable provisions of the Ralph M. Brown Act (California Government Code [§54950 et seq.](#)), which requires that all deliberations and actions of the City Council be conducted openly and with full public access.

The proposed policy is designed to align with the priorities of procedural rules established for the City Council, which require adherence to federal and state law, local ordinances, and Council-adopted rules, in that order of precedence. The addition of a meeting technology disruption policy will ensure that the Handbook remains the authoritative source for Council procedures, except where superseded by higher legal authority.

In developing the policy, staff reviewed best practices from peer agencies and guidance from the California Municipal Clerks Association. The resulting language reflects common elements such as clear communication protocols, defined staff roles, and documentation requirements. Because this update is mandated by state law and administrative in nature, no formal public outreach was conducted; however, the City Clerk's Office remains available to respond to questions regarding implementation.

This recommended update also includes modifications to Chapter IV that reflect changes from SB 707 regarding remote participation in meetings. It further includes a change to Chapter II regarding vacancies, reflecting the City Council's adoption of Ordinance No. 194.2.

POLICY ALTERNATIVE(S):

Alternative 1: Defer Adoption of a Meeting Technology Disruption Policy Pending Further State Guidance

Pros: Allows the City to consider additional implementation guidance or model policies that may be issued by the State of California or relevant professional associations.

Provides time to observe how other municipalities interpret and operationalize SB 707, potentially informing a more tailored local policy.

Cons: The City would remain out of compliance with SB 707 until a policy is adopted, which could expose the City to legal or procedural risks.

Reason for Not Recommending: This alternative is not recommended because SB 707 establishes a clear statutory requirement for local agencies to adopt a meeting technology disruption policy. Deferring action would leave the City without a compliant policy in place, increasing the risk of noncompliance and undermining public confidence in the City's commitment to open and accessible government.

PROJECT SCHEDULE/KEY MILESTONES

If the City Council approves this update to the City Council Procedures and Protocols Handbook, the version online will be replaced with a version incorporating the red-lined changes in the attached handbook in the week following the City Council meeting.

FISCAL IMPACT:

The adoption of the meeting technology disruption policy as required by SB 707 will be implemented using existing City staff resources and does not require additional funding beyond the current fiscal year's approved operating budget. No new technology purchases, software licenses, or external consulting services are necessary for the incorporation of the policy into the City Council Procedures and Protocols Handbook.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This item involves approval of changes to the City Council Procedures and Protocols Handbook to incorporate a meeting technology disruption policy as required by SB 707. The proposed action is administrative in nature

and does not involve any physical development, construction, or activities that could result in direct or indirect physical changes to the environment. Therefore, this item is not a project under the California Environmental Quality Act (CEQA) Guideline 15378(b).

ATTACHMENT(S):

- (a) Draft City Council Procedures and Protocols Handbook – Redlined
- (b) Senate Bill 707 (SB 707) – Chaptered Bill Text



City of Milpitas City Council Procedures and Protocols Handbook 20265

Revised September 2, 2025

TABLE OF CONTENTS

	Page
Chapter I. Purpose and Overview	1
Chapter II. Duties of the City Council	2
Chapter III. Mayor and Councilmember Conduct.....	7
Chapter IV. Meetings.....	9
Chapter V. Meeting Agendas and Minutes	19 <u>21</u>
Chapter VI. City Council Actions.....	25 <u>3</u>
Chapter VII. Communication	25 <u>7</u>
Chapter VIII. Council Liaison Roles	31 <u>29</u>

CHAPTER I. Purpose and Overview

A. Purpose

This City Council Procedures and Protocols Handbook (Handbook) outlines the Milpitas City Council governing practices.

B. Applicability of Handbook

When not in conflict with the Constitution, the laws of the State of California or the Milpitas Municipal Code, this Handbook shall govern.

C. Revisions to the Handbook

This Handbook will be brought to Council for updates, as needed, due to changes in the law or if the City Council desires to change its procedures or protocols.

Adoption Date: January 11, 2022

Revision 1: February 21, 2023

Revision 2: June 20, 2023

Revision 3: January 23, 2024

Revision 4: September 2, 2025

CHAPTER II. Duties of the City Council

A. General Authorities of City Council

Milpitas was incorporated on January 26, 1954. As a general law city, Milpitas derives its authority from and is subject to the California Constitution and the general laws of the State of California.

The City Council is the policy and lawmaking body of the City. State and local laws define the powers and responsibilities of the City Council.

The City has a Council-Manager form of government in which the elected City Council sets policy direction and the City Manager implements Council policy, manages day-to-day operations and provides professional recommendations to support the Council on policy decisions. Although the Council and City Manager operate in all four dimensions of the governance process: mission, policy, administration and management, the Council's focus is on the mission and policy while the City Manager's focus is on administration and management. Clarity of roles are informed by this Handbook and Municipal Code provisions that provide the overall framework for the governance relationship.

B. Duties of Mayor

The Mayor is directly elected by Milpitas voters. The Mayor is the official head of the City of Milpitas for all ceremonial purposes. The Mayor is entitled to vote on all matters but does not possess any veto power. The Mayor signs all ordinances and resolutions after approval by the majority of the City Council.

C. Duties of Vice Mayor (Mayor Pro Tempore)

The Vice Mayor is selected from those on the Council during the first meeting at which the Mayor and returning or incoming Councilmembers commence their terms. Nomination is done through a motion and appointment is based on a majority vote.

In the event that the Mayor cannot attend a ceremonial function, the Vice Mayor shall serve as the official head of the City in his or her stead. In the event that neither the Mayor nor Vice Mayor can preside at a ceremonial function, one of the remaining members of the City Council shall serve as the official head of the City on a rotating basis to be administered by City staff.

D. Duties of Mayor and Councilmembers

1. Arrive on time for all Council meetings.
2. Review all meeting materials published in accordance with the Open Government Ordinance and other applicable laws, in preparation for Council meetings. As a body, provide clear direction to staff to aid in the development and consideration of proposed ordinances, policies, and

procedures. Pass ordinances, adopt resolutions, approve new projects and programs, and approve the budget and contracts.

3. Keep in touch with the community and interpret what is heard to Council colleagues and to the staff.
4. Participate in City Council meetings and other public forums.
5. Represent the City Council by fulfilling the liaison assignments to legislators, external agencies, and the City's boards and commission.
6. Requests for Staff Resources
 - a. Mayor and Councilmember requests to consider new programs, services, or requests for significant allocations of resources, shall be directed to the budget process to the maximum extent possible.
 - b. Mayor or Councilmember requests for minor (generally less than four hours of staff time) research or other staff work must be directed to the City Manager.
 - c. If more than four hours of staff time will be required to complete the task/project, the item will be placed on the agenda to ask the City Council if time should be spent on the proposed item. A discussion and prioritization of Mayor and Councilmember requests are scheduled on a quarterly basis.
 - d. Mayor and Councilmember requests for more than four hours of staff work for City Council consideration will adhere to all the City of Milpitas Open Government Ordinance provisions, including, but not limited to:
 - I-310-2.30 Agenda Requirements. "(b) At least six (6) days before a regular City Council meeting, a preliminary agenda shall be posted containing a meaningful description of each item of business to be transacted."
 - "(c) A description is meaningful if it is sufficiently clear and specific to alert members of the public whose interests are affected by the item that he or she may have reason to attend the meeting or seek more information on the item.
 - To achieve the above requirements, all materials must be submitted to the City Clerk, to the extent possible, no less than eight (8) days in advance of a Council meeting.
 - e. Staff responses to a Councilmember inquiry, including the original inquiry, shall be distributed to the Mayor and all City Councilmembers.
7. Absences

- a. Whenever a member knows in advance that he or she will be absent from a City Council meeting, it is the responsibility of that member to notify the City Manager or City Clerk as soon as possible of the impending absence.
- b. If a City Council member is absent without permission from all regular City Council meetings for 60 calendar days consecutively from the last regular meeting he or she attended, his or her office becomes vacant pursuant to Government Code 36513.

8. Administration of Oaths

The Mayor may require any person addressing the City Council to be sworn as a witness and to testify under oath; and must so require if directed to do so by a majority of the City Council. The Mayor may administer oaths. Appeals and revocation hearings are the most likely instances when testimony is taken under oath.

9. Subpoenas

In accordance with Government Code 37104, the City Council may issue subpoenas requiring attendance of witnesses or production of books or other documents for evidence or testimony in any action or proceeding pending before it.

10. City Council Subcommittees

Council subcommittees, when used, are to help the Council do its job. Subcommittees ordinarily will assist the Council by studying an issue and preparing policy alternatives and implications for Council deliberation. Council subcommittees may not speak or act for the Council, and the subcommittee members should be regularly reporting out their work to the City Council through a scheduled agenda item.

There are generally two types of subcommittees as follows:

- Standing subcommittees that have continuous subject matter jurisdiction and will continue to exist until the City Council terminates their existence through formal action.
- Ad hoc subcommittees have limited subject matter jurisdiction and are usually formed primarily to study a particular topic or immediate issue, and once their task is complete, the ad hoc subcommittee will automatically terminate.

Both standing and ad hoc subcommittees of the City Council are subject to the Brown Act pursuant to the City's Open Government Ordinance.

Subcommittees shall obtain City Council concurrence before they proceed in any direction different from the original instructions of the City Council. In addition, Subcommittees should not implement policy, provide direction that would result in incurring additional expenses or provide direction to staff to

take any actions that are not consistent with existing City Council direction without first obtaining City Council approval for such actions.

11. Compensation for Mayor and Councilmembers

Information about compensation for the Mayor and Councilmembers can be found in the Milpitas Municipal Code I-14-1.00, et seq.

12. Travel Expenses and Reimbursements

Information about travel expenses and reimbursements for City related expenses can be found in the City Council Travel Policy 3-1.

E. City Council Vacancies

A vacancy in the office of Councilmember or Mayor may be filled in the manner set forth in Title I, Chapter 3 of the Milpitas Municipal Code~~by appointment by the City Council. The appointee shall hold office until the next special municipal election which shall be immediately called to fill the remainder of the vacant term as provided under Milpitas Municipal Code Section I-3-2.00. Any unexpired remainder of the term of such office shall be filled by the voters at such election.~~

F. Role of City Manager.

1. The City Manager is the chief executive officer and the head of the administrative branch of the City government. The City Manager is appointed by the City Council and reports to the full City Council. The City Manager shall work in collaboration with the City Attorney.
2. The City Manager implements policies and procedures initiated by City Council and manages the day-to-day operations of the City. The City Manager supports the full Council in setting clear goals for the City and optimizes the use of City resources to meet these goals.
3. The City Manager is the appointing authority, responsible for all City personnel. The City Manager or designee serves as a liaison to each commission. The use of City-owned property is handled through the City Manager's Office. The City Manager supports effective policy making and oversight by the City Council by providing information, formulating policy proposals, advising and informing the Council on policy matters while promoting team building and collaboration, and ensuring that the administration's delivery of service is consistent with City Council direction.
4. The City Manager prepares the budget annually, advises the City Council of future financial needs, and is responsible for budget administration after adoption. The City Manager prepares and submits to the City Council a complete report at the end of each fiscal year on the finances and administrative activities of the City during the preceding year. City Manager

shall also present quarterly fiscal/budgetary updates or as requested throughout the year.

G. Role of City Attorney.

1. The City Attorney is appointed by the City Council and reports to the full City Council. The City Attorney advises the City Council and City officers in their official capacity on legal matters affecting the City, attends all City Council meetings and some board/commission meetings, and represents the City in legal actions and proceedings. The City Attorney shall work in collaboration with the City Manager.
2. The Office of the City Attorney approves as to form all bonds and contracts made by the City, approves all ordinances and resolutions and related amendments for the City, and prosecutes criminal cases for violation of City ordinances.
3. The members of the City Attorney's Office (attorneys and staff) maintain an attorney-client relationship with the City, full City Council or individual members thereof, its officers, agents and employees, so their official communications are protected as confidential attorney-client privilege.

H. Photographs of Past Councilmembers.

1. Past Mayor and Councilmember Photos will be displayed in the City Council Chamber as soon as reasonably practicable after the Mayor or City Councilmember's term ends.

CHAPTER III. Mayor and Councilmember Conduct

A. Mayor and Councilmembers shall:

The Milpitas City Council Code of Conduct, as approved by the City Council and noted below, shall be included in Council meeting agendas and read aloud at all City Council meetings.

Milpitas City Council Code of Conduct

- Be respectful and courteous (words, tone, and body language)
- Model civility.
- Avoid surprises.
- Praise publicly and criticize privately.
- Focus on the issue, not the person.
- 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.

B. Mayor and Councilmember Best Practices for Council Meetings

- put constituents first at all times;
- treat each other and members of the public with dignity, courtesy, and respect;
- maintain confidentiality of all closed session materials and discussion;
- be attentive to others, limiting interruptions and distractions;
- encourage diverse viewpoints in debate while being mindful not to prolong discourse or block consensus;
- agree to respectfully disagree;
- keep comments clear, concise, and on topic;
- start meetings on time, work from the agenda; and
- present problems in a way that promotes discussion and resolution.

C. Mayor and Councilmember Conduct with City Staff:

1. Always maintain professionalism, treat all staff with respect.
2. Direct staff personnel issues to the City Manager.
3. Comments about staff performance should not be made in public or to the individual employee and should only be made to the City Manager through private correspondence or conversation.
4. Comments about staff in the office of the City Attorney should be made directly to the City Attorney.
5. In accordance with Milpitas Municipal Code VI-1-2.04, except for purposes of inquiry, the City Council and its members shall deal with the administrative staff solely through the City Manager.
6. The Mayor and Councilmembers must not attempt to influence City staff on the making of employment appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.
7. Routine administrative support will be provided to the Mayor and all Councilmembers. Requests for additional staff support – even in high priority or emergency situations — should be made to the City Manager.
8. Do not solicit political support from staff. The Mayor and Councilmembers should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace and on personal time.

CHAPTER IV. Meetings

- A. All Council decisions must occur at City Council meetings pursuant to the requirements of the Ralph M. Brown Act. The City Council shall not use a series of telephone calls, a conference call, mass e-mailing or any other method of communication to discuss or decide matters within the jurisdiction of the Council among a majority of the Councilmembers.
- B. Quorum
 - 1. No business may be transacted by the Council at a regular or special meeting unless a quorum of the membership is present (on a 5 member Council, a quorum is 3 members).
 - 2. When there is no quorum, the Mayor or Vice Mayor, or any Councilmember may adjourn a meeting, or if no Councilmember is present, the City Clerk may adjourn a meeting.
- C. Council Meeting Dates; Cancellation
 - 1. If at any time any regular meeting of the Council falls on a holiday, the regular meeting shall be held on the next business day or the earliest business day within a week.
 - 2. Any meeting of the City Council may be canceled in advance by the Mayor. It can also be cancelled by a majority of the Councilmembers at a City Council meeting. The City Manager may also cancel a meeting in cases of need, such as an emergency or when a majority of members have provided notice of their unavailability to attend a meeting.
- D. Types of Meetings
 - 1. Regular meetings are held on the first and third Tuesdays of each month in the City Hall Council Chambers, 455 E. Calaveras Blvd., Milpitas, California. Pursuant to the requirements of the City's Open Government Ordinance, the Preliminary agenda is posted by the Wednesday preceding the regular meeting date. The Brown Act requires the posting of an agenda at least 72 hours prior to a regular meeting.
 - 2. Special Meetings may be called by the Mayor. They can also be called by a majority of the Council at a public meeting. Any special meeting called requires a minimum of 24 hours notice as required by the Brown Act. Only business described in the notice may be transacted.
 - 3. Study Sessions may be held as part of a regular meeting or special meeting and are held for the purpose of providing information to the City Council, particularly on issues that are more complex or more time-consuming. Study sessions may be conducted jointly with another City board, commission or committee or another governmental agency. At study sessions Councilmembers may state their individual responses and

questions to the information provided and may collectively provide direction to City staff. No formal action is taken at the study sessions.

4. Closed Sessions can be part of either regular or special meetings, typically in advance of the regular or special meetings. The start time of the Closed Sessions shall be publicly noticed in accordance with the law. The Council conducts its business in public to the greatest extent possible. State law, however, recognizes that in certain limited circumstances authorized by the Brown Act, that the Council will need to meet in private without the public present. These matters may include certain personnel matters, labor negotiations, real property negotiations, matters of public security, and the discussion of litigation, among other topics listed in the Brown Act. These rules provide for strict confidentiality of City Council discussion as required by State law, and no Councilmember shall disclose anything discussed in closed session to any individual not present in that closed session. Violating this confidentiality requirement can subject an individual Councilmember to disciplinary action, a referral to the grand jury, and in some limited circumstances, criminal prosecution. In limited instances, if action is taken in closed session, the City Attorney may need to report out any action taken and any vote on that action. Closed Session meetings will be conducted in accordance with Milpitas City Council Code of Conduct.
5. Emergency Meetings can occur in limited circumstances when there is a work stoppage, crippling activity, other activity that impairs public health, safety, or dire emergency. Depending on the factual circumstances, 24 hour notice or one hour notice may be required, or no notice at all.

E. Teleconferencing

1. **Remote Public Participation.** For the open session portion of each City Council meeting, if telephonic or internet service is operational at the meeting location, the City Manager or their designee shall arrange for an appropriate two-way telephonic or audio-visual platform through which members of the public can attend the meeting. The following procedures shall apply:
 - a. At the beginning of the meeting, the Mayor shall ask staff to verify that the two-way telephonic or audio-visual platform is connected and operating.
 - b. During the Public Forum section of the agenda and during public comment on any item considered, the Mayor shall have discretion to choose any appropriate means for recognizing a speaker, including the use of a "raise hand" button or other technological feature of the platform. At the beginning of the meeting, the Mayor, the Clerk, or such other person as the Mayor may designate, shall advise members of the public on the method by which they may be recognized to speak on an item.
 - c. The Mayor may direct that one, some, or all persons participating remotely be muted at all times that they are not recognized to

speak. The Mayor may also provide that a speaker be muted to address a technological issue (such as helping the prevent an echo), or as would otherwise be legally permissible to control the meeting.

- d. The City Manager shall designate a staff member to operate the telephonic or audio-visual platform during the meeting. It shall be that person's responsibility to operate the platform under the direction of the Mayor and to promptly notify the Council in the event of a disruption that prevents the broadcasting of the meeting over the platform. In the event of a disruption, the Council shall follow the procedures set forth in paragraph F, below.

The requirements of this section shall not apply to meetings in an emergency situation pursuant to Government Code section 54956.5 or other meetings exempted under Government Code section 54953.4(b)(II) or other applicable law.

4.2. Council Participation from Multiple Public Locations. Pursuant to Government Code Section 54953(b), teleconferencing may be used as a method for conducting meetings where Councilmembers may be counted towards a quorum and participate fully in the meeting from remote locations. If a Councilmember participates in a meeting via teleconference, the following requirements must be met:

- a. The remote locations must be connected to the main meeting location by telephone, video, or both.
- b. The notice and agenda of the meeting must identify the remote location.
- c. The agenda must be posted at the remote location and be accessible to the public.
- d. All votes must be by roll call.
- e. The meeting must in all respects comply with the Brown Act, including participation by members of the public present in the remote locations.
- f. During the teleconference, at least a quorum of the members of the City Council shall participate from locations within the boundaries of the City.

3. Council Participation from Nonpublic Locations. Pursuant to the Brown Act, members of the City Council may only participate in meetings from nonpublic locations under a handful of situations. The rules governing these situations can be nuanced and complex, so Councilmembers are encourage to consult the City Attorney or City Clerk in advance of any request for remote participation. In general, however, Councilmembers

may participate from non-public locations under the following circumstances:

- a. When approved by the City's ADA Coordinator as a reasonable accommodation under the Americans with Disabilities Act or the Fair Employment and Housing Act.
- b. During a proclaimed state of emergency or local emergency, either:
 - (i) To determine whether meeting in person would present imminent risks to the health or safety of attendees as a result of the emergency; or
 - (ii) After having determined, by majority vote, that meeting in person would present imminent risks to the health or safety of attendees as a result of the emergency, provided that any additional findings required by Government Code section 54953.2(b) have been made within the prior 45 days.
- c. When a Councilmember determines that they have one of the seven categories of "just cause" defined by Government Code section 54953.8.3(c). Remote participation shall only be allowed under this section if:
 - (i) The Councilmember notifies the Council at the earliest opportunity possible of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely;
 - (ii) A majority of the Council is present at a single noticed location within the jurisdiction; and
 - (iii) The Councilmember has not already participated for "just cause" 5 times in the current year.

Remote participation of a Councilmember may impose a number of additional requirements, which may vary depending on the specific type of remote participation involved. Councilmembers are encouraged to ask the City Attorney or City Clerk about such requirements whenever remote participation is contemplated.

- ~~2. Alternatively, a Councilmember may appear virtually at a limited number of meetings without identifying his or her location on the agenda, posting the agenda in the remote location, or allowing public attendance in the remote location so long the Councilmember is participating remotely for just cause or due to emergency circumstances. The Councilmember must inform the City Manager as early as possible of the just cause or emergency circumstance so that the need for a remote appearance can be agendaized and acted on by the entire Council.~~

- a. ~~An emergency circumstance means a physical or family medical emergency that prevents a Councilmember from attending in person.~~
- b. ~~Just cause means, (A) a childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Councilmember to participate remotely, (B) a contagious illness that prevents a Councilmember from attending in person, (C) a need related to a physical or mental disability, or (D) travel while on official business of the City or another state or local agency.~~
- c. ~~The Councilmember requesting the virtual appearance shall offer the Council a general description of the circumstances relating to his or her need to appear virtually. The description generally need not exceed 20 words and shall not require the Councilmember to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law. The Council shall act on the request based on this description~~
- d. ~~A Councilmember may appear virtually for just cause not more than two times per calendar year. A Councilmember may not participate virtually pursuant to the relaxed Brown Act rules for a period of more than three consecutive months or 20 percent of the regular meetings for the local agency within a calendar year, or more than two meetings if the legislative body regularly meets fewer than 10 times per calendar year.~~
- e. ~~During the meeting, the Councilmember shall publicly disclose, before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the Councilmember, and the general nature of the Councilmember's relationship with any such individuals.~~
- f. ~~The member shall participate through both audio and visual technology, which means that the Councilmember must have their camera turned on during the conduct of the meeting.~~
- 3. ~~Because there are other legal nuances to making use of the teleconferencing provisions in the Brown Act, please check in with the City Attorney or City Clerk in advance.~~
- 4. ~~During certain state of emergency situations, it may also be possible to meet remotely without complying with some of the requirements above, depending on certain findings that must be met during a state of emergency as required by the Brown Act. See, Cal. Gov. Code 54953(e)~~

F. Meeting Technology Disruption Policy

- ~~Background – Senate Bill 707 (2025) amended the Brown Act to require eligible legislative bodies to adopt, on or before July 1, 2026, a policy addressing how the agency will respond to disruptions in telephonic or internet service that prevent members of the public from attending or observing a meeting remotely. This policy is adopted to comply with that~~

requirement and to ensure continuity of public participation during technical disruptions.

Purpose – This policy establishes procedures for responding to a disruption in the telephonic or internet services that provide two-way remote public access to meetings of the City of Milpitas City Council, as required by the Brown Act (Gov. Code § 54953.4). The policy ensures transparency, public participation, and continuity of government during technology disruptions.

1. Definitions – For purposes of this policy

- “Disruption” means any failure, outage, or other interruption that prevents members of the public from attending or observing the meeting via these remote access services.
- “Remote access services” means the two-way telephonic service and/or two-way audiovisual platform used to provide real-time remote public attendance and observation of meetings.

2. Applicability - This policy applies to all open and public meetings of the City Council at which remote public participation is offered or required under the Brown Act.

3. Procedures in the Event of a Service Disruption

- a. Response to Service Disruption - If the Presiding Officer or Clerk becomes aware of a disruption to the [agencyCity](#)’s remote access services that prevents members of the public from attending or observing the meeting remotely:
- (i) The Presiding Officer or Clerk shall immediately announce the disruption to the public.
 - (ii) The Presiding Officer may then call for a recess of the open session or convene the legislative body in closed session, consistent with the Brown Act.
 - (iii) Staff shall begin efforts to diagnose and restore the disrupted service.
 - (iv) The meeting shall remain in recess for [at least up to](#) one hour or until service is restored, whichever is sooner. The recess period may be extended if restoration efforts are ongoing.
- b. Efforts to Restore Service - The [agencyCity](#) shall make good faith efforts to restore remote access services, which may include:
- Troubleshooting platform or teleconferencing software
 - Resetting or replacing audiovisual equipment
 - Attempting alternative connection methods
 - Contacting necessary support staff or service providers

- Switching to back-up equipment or platforms, if available

The Information Technology Department shall document the restoration efforts undertaken.

4. Reconvening the Open Session

- a. Timing - The open session may be reconvened after at least one hour has elapsed from the time of disruption or as soon as service is restored, whichever occurs earlier.
- b. If service is restored - If the remote access service is restored before or at the time the meeting reconvenes, the meeting shall continue as normal.
- c. If service is not restored - If service has not been restored after one hour, the City Council may reconvene and:

(i) Adjourn the meeting; or

(ii) Continue the meeting in open session by adopting, by roll call vote, the following, or a substantially similar, finding:

“The City of Milpitas City Council has made good faith efforts to restore telephonic or internet service in accordance with its adopted policy, and the public interest in continuing the meeting outweighs the public interest in remote public access.”

Upon adoption of the finding, the legislative body may continue the open session despite the fact that remote access services have not been restored, with the exception that the meeting may not be resumed if one or more Councilmember is participating remotely.

5. Recordkeeping - The Clerk shall enter a brief statement into the meeting minutes, including the following:

- The nature and time of the disruption
- The restoration efforts undertaken
- The time the meeting was reconvened (if applicable)
- Any finding adopted pursuant to Section the Meeting Technology Disruption Policy

6. Review and Updates - This policy may be amended by the City Council at a noticed public meeting in open session, not on the consent calendar.

F.G. Presiding Officer

1. The Mayor presides at all City Council meetings. In the absence of the Mayor, the Vice Mayor is the presiding officer. If both the Mayor and Vice Mayor are absent, the remaining Councilmembers should select a

presiding officer for that meeting. The presiding officer votes on all questions as do other members of the City Council.

2. The Mayor/presiding officer always sits in the middle seat at all formal council meetings. The Vice Mayor and City Manager are always seated immediately next to the Mayor/presiding officer. Councilmembers then select their dais position based on seniority. Seniority is defined by continuous time of service as an elected member of the City Council. When two or more Councilmembers have equivalent time of service, those Councilmembers shall be given priority in seat selection by the highest number of votes in his/her most recent election.
3. The presiding officer conducts the meetings of the City Council to:
 - a. Ensure that consideration of items on the agenda move along without delay.
 - b. Ensure that petitioners, proponents and opponents are heard but not allowed to disrupt the meeting.
 - c. Ensure that decorum is maintained at the meeting.
 - d. In presiding over matters where the public has provided testimony and/or raised questions, the presiding officer should:
 - (i) Restate every question coming before the Council.
 - (ii) Direct questions or comments requiring a response to staff for a response.
 - (iii) Ensure that staff and members of the public direct their comments to the presiding officer.
 - (iv) If necessary, help keep Councilmember questions relevant to the matter being considered by the Council.
 - (v) If necessary, consider calling for a brief recess if orderly conduct of the meeting is being disrupted.
 - (vi) Announce the decision of the Council on all subjects.
4. Ensure that each member of the Council is provided an opportunity to completely express their views on items of business, the Mayor should:
 - (i) See that Councilmembers ask to be recognized by the Mayor before speaking.
 - (ii) Ensure that each Councilmember is given the opportunity to fully express their views.
5. The Chief of Police, or his or her representative, is the ex officio sergeant-at-arms of the City Council. The ex officio sergeant-at-arms shall carry out

all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum in the council chamber.

G-H. Voting; Rules of Procedure

1. A motion, second, and a majority vote of the Council shall be required for any formal action of Council (except where a different vote requirement is set by state law). Votes and abstentions are taken by roll call, electronic voting, or any other means that allows the public to determine the votes of individual members as allowed by law. Votes and abstentions shall be recorded in the meeting minutes.
2. Steps in making, discussing and voting on a formal motion:
 - a. The maker of the motion asks for recognition by the presiding officer. After the individual is recognized, he or she will say, "I move that we ..."
 - b. The presiding officer will ask if there is a second. Another member of the group must second the motion in order for it to be discussed. A second is made by saying "I second the motion." The Mayor or any Councilmember can suggest one or more modifications in the motion, which the member making the motion can accept or reject. There also may be times where the City Manager or City Attorney may suggest an amendment to the motion for clarity purposes for the public, which the member making the motion can accept or reject.
 - c. The presiding officer then restates the motion "It has been moved and seconded that ..." and opens the floor to discussion and debate.
 - d. The presiding officer will recognize members who wish to comment on the motion. Only one "main motion" may be discussed at a time.
 - e. Once discussion has concluded, the presiding officer will "call for the question" and conduct a ~~roll call~~ vote.
 - f. The presiding officer will announce the result of the vote.
3. Unless state law requires otherwise, a majority vote is needed for the motion to pass. In the event of a tie vote, the motion does not pass.
4. Subject to state law limitations and to the extent this Handbook does not address an issue of parliamentary procedure, Roberts Rules of Order shall apply. For example, even though Roberts Rules of Order permit a legislative body to reconsider or rescind prior actions, under due process the City Council cannot reconsider or rescind a quasi-judicial decision after the decision is final, in the absence of statutory authority to the contrary.

5. The City Attorney serves as parliamentarian during City Council meetings. The role of the parliamentarian is advisory; the Chair has the power to rule on questions of order.

H.I. Continued Matters

1. Any matter may be continued to a subsequent meeting.
2. If the Mayor or Councilmember who was not present at a prior meeting has reviewed the relevant documents and minutes from the missed meeting and, if possible, reviewed the recording or webcast from the meeting, then he or she shall disclose those actions on the record at the beginning of the discussion of the item and may vote on the continued matter.
 - a. Exception: Continued Public Hearing. If a hearing is required for an agenda item, then the Mayor or a Councilmember shall not participate in the decision if that member was not present during the entire hearing from the time of its opening to the time of its close. (MMC § I-20-3.14.)

I.J. Public Participation

1. Members of the public are encouraged and invited to participate in the legislative process by submitting written comments before the meeting or speaking at a meeting.

It is the intent of these rules to allow everyone to be heard without fear of jeers or cheers that may discourage public participation. For this reason, these rules are taken seriously. Persons attending the meeting will refrain from behavior which will disrupt the public meeting. This includes making loud noises, clapping, shouting, booing, hissing, or engaging in any other activity in a manner that disturbs, disrupts, or impedes the orderly conduct of the meeting. Disruptive or threatening behavior may result in removal from the Council meeting.

2. Only the presiding officer can interrupt a speaker during a presentation. However, a Councilmember can ask the Mayor for a point of order if the speaker is off the topic or exhibiting behavior or language the Councilmember finds disruptive.
3. Time Limits for public comment:
 - a. Individual Speakers - 3 minutes or less as determined by the Mayor/presiding officer.
 - b. Organized group (in lieu of individual speakers) – up to 15 minutes, depending on the number of speakers represented and at the discretion of the Mayor.

- c. The presiding officer may take a poll to determine number of speakers for each item and, at his/her discretion, limit the amount of time allotted to the speaker(s) when needed.
4. Individuals who wish to speak should submit a speaker card to the City Clerk to be called up at the appropriate time. Each speaker may only speak once on an item and shall speak at the podium into the microphone and address the City Council. A speaker may also provide comments virtually if the meeting format allows virtual participation.
5. Written or photographic materials relevant to consideration of a matter may be submitted to the Council. Copies of such materials should be provided for the Mayor, Councilmembers, City Clerk, City Manager and City Attorney. The materials must be submitted to the City Clerk's Office by email to CityClerk@milpitas.gov by 12:00 p.m. on the day of the meeting, for distribution to the city officials in advance of the meeting/hearing. The City Council retains discretion to accept or to reject new documentation furnished on the night of the City Council meeting/hearing. Accepted materials are retained by the City and become part of the official public record.
6. Wireless/Cellular telephones or any other telecommunications device should be in silent mode or turned off during the City Council meeting.
7. Literature distribution or petition circulation is not permitted when the City Council is in session. Such activity may occur outside the meeting room, provided access is not blocked.
8. Objects and symbolic materials, such as signs or banners, will be allowed in the Council Chambers, with the following restrictions:
 - a. Signs or symbolic objects shall not obstruct the view or passage of other attendees or otherwise disturb the meeting.
 - b. Objects that are deemed a safety threat to persons at the meeting or could damage the facility itself will not be allowed.

J.K. Discussion Items on the agenda are to be conducted in the following order:

1. Staff / applicant presentation
2. Council questions to applicant and/or staff
3. Open public hearing (or public comment section) for comments
4. Close public hearing (or public comment section)
5. Response by staff to public questions/concerns, if warranted
6. Council discussion and deliberation

7. Council votes

K.L. Quasi-Judicial Matters/Appeals/Revocation Hearings

1. Quasi-judicial matters and appeals will be considered at a noticed public hearing and will follow the order stated in Section I above, with the following time allocations:
 - a. Applicant/Appellant – 15 minutes
 - b. Individual Speakers – 3 minutes
 - c. Rebuttal – 5 minutes
 - d. In an appeal, if the appellant is not the applicant, the applicant shall also have 15 min and is entitled to make any concluding remarks prior to closure of the public hearing

The time limits may be changed by the presiding officer to permit full and fair consideration of a particular matter depending on the number of items on the agenda and the number of persons desiring to speak on a matter.

2. If the Mayor or a Councilmember has spoken or met with a proponent or opponent of a quasi-judicial matter or has visited the site of a project which is the subject of a hearing, that contact, or visit should be acknowledged and described on the record prior to the opening of the hearing. Any facts that could influence the Mayor or a Councilmember's decision, must be included in the public record.

L.M. Items Considered after 11:00 p.m.

1. Unless a majority of the Council determines there is a need to act, no items shall continue, and no new items shall be heard after 11:00 p.m.

M.N. Conflict of Interest

1. The Political Reform Act (PRA) enforced by the Fair Political Practices Commission (FPPC), controls financial conflicts of interest.
2. In accordance with the Open Government Ordinance (MMC I-310-2.180), at the beginning of each City Council meeting or upon the arrival of the Mayor or Councilmember, the City Attorney shall ask the Mayor and each member of the City Council to disclose any financial or personal conflict with any item on the City Council's agenda. Pursuant to Government Code section 87105, if the Mayor or a Councilmember discloses that such a personal financial interest is present, he or she shall publicly identify the conflict or potential conflict in detail sufficient to be understood by the public and shall recuse him or herself from taking action on the item if required to do so by law and leave the meeting room.
3. The other applicable law is Government Code §1090, which applies only to contracts in which a public official has a financial interest.

4. Whenever it appears to a Councilmember that he or she may have a prohibited financial interest in any item that may be presented to the City Council, the Councilmember should consult with the City Attorney at the earliest opportunity for advice on whether a disqualifying conflict of interest exists.
5. With full consideration of the City Attorney's advice, it is up to each individual Councilmember to decide for him/herself whether there is a conflict of interest. When a Councilmember may be in doubt, the City Attorney can obtain more formal advice from the Fair Political Practices Commission (FPPC).
6. A member shall not vote upon any matter on which s/he has a conflict of interest.
7. A member shall openly state the reason for his/her conflict of interest, or work in consultation with the City Attorney to state something on the record.
8. A member who is disqualified by a conflict of interest shall recuse him/herself from the dais and leave the room unless it is during the Consent Calendar.

N. Meeting Language

1. In accordance with Article III, Section 6 of the California Constitution, English is the official language of the State of California. English should be the language used for the formal portions of any meeting. All business of the Council should be transacted in English.
2. Councilmembers who wish to translate brief comments or questions made in English from the dais into a language that assists limited English-proficient speakers may do so, so long as the question or comment is first placed into the record in English, and the translation is a true and correct translation of the English comment.
3. Councilmembers may address their constituents in any language they choose outside of a meeting in which the official business of the City is conducted.
4. When appropriate or otherwise required by law, the City may provide access, services, and programs for limited English-proficient speakers such as translation services for limited English-proficient speakers including in person, telephonic, or Zoom translation services.
5. Limited English-proficient speakers must be allowed the same amount of time to comment on an item or at public comment as other speakers. The translation of a person's comments cannot be counted toward his or her time limit.

CHAPTER V. Meeting Agendas and Minutes

A. Agenda Order

City Council agendas will be prepared by the City Clerk and presented to the City Council in the order described below. The presiding officer with the approval of a majority of the Council can change the order of hearing the items on the agenda.

1. Opening
 - a. Call to Order by Mayor and Roll Call by City Clerk
 - b. Adjourn to Closed Session
 - c. Closed Session Announcement
 - d. Pledge of Allegiance. If the Mayor and Vice Mayor are both absent, then the City Clerk calls the meeting to order and a temporary presiding officer is elected by a majority of those councilmembers present. Upon the arrival of the Mayor or Vice Mayor, the temporary presiding officer relinquishes the chair at the conclusion of the business then before the City Council.
 - e. Invocation. In accordance with the policy adopted by City Council (SOP 1.2), the Mayor and Councilmembers shall invite a community member to give an invocation at the speaker podium.
2. Ceremonial matters. The presentation and receipt of proclamations and commendations not requiring formal legislative action.
3. Public Forum. Members of the public wishing to comment on any item not appearing on the agenda may address the City Council at this time. State law prevents Council from taking action on any matter not on the agenda. Comments may be referred to staff for follow up. Individuals are limited to 3 minutes. However, the presiding officer has discretion to reduce the speaking time in situations where there are a large number of persons who wish to speak.
4. Announcements of Conflict of Interests and Campaign Contributions. City Attorney shall ask the Mayor and Councilmembers to declare any conflicts of interest or campaign donations related to items on the agenda in accordance with the Milpitas Open Government Ordinance (Municipal Code I-310)
5. Reading of the City Council Code of Conduct
6. Approval of Agenda

7. Consent Calendar. All matters listed under the Consent Calendar, including minutes, are considered by the Council to be routine and will be enacted by one motion without discussion (except for simple clarifying questions). If discussion is desired, that item may be removed and considered separately.
8. Public Hearing. Duly noticed hearings as mandated by local, state, or federal law, providing an opportunity for public review and comment of a proposed action by the Council.
9. Community Development. This section will cover the Community Development City Service Area and will include items related to Building Safety and Housing, Economic Development, Engineering (Land Development), Fire (Fire Prevention), and Planning.
10. Community Services and Sustainable Infrastructure. This section will cover the Community Services and Sustainable Infrastructure City Service Area and will include items related to Engineering (Capital Projects), Public Works, and Recreation and Community Services.
11. Public Safety. This section will cover the Public Safety City Service Area and will include items related to Fire/ and Police.
12. Leadership and Strategic Support. This section will cover the Leadership and Strategic Support City Service Area and will include items related to the City Clerk, City Council, City Manager, Finance, Human Resources, and Information Technology.
13. Reports of Mayor and Councilmembers. Reports and work plans from Commissions will be presented in this section. Reports from Council Subcommittees will also be presented in this section.
14. Announcements and Future Agenda Items. The Mayor and Councilmembers shall report on any meetings or conferences attended and paid for by the City and may also report on various assignments or other events. The Mayor and Councilmembers shall be limited to the same amount of speaking time as members of the public during open public comment (3 minutes). The City Manager may also make brief announcements. This section will include special reports and any other requests for staff work by the Mayor and Council.
15. Adjournment

B. Agenda Item Submission

1. The City Manager has the primary responsibility for the development of the Council Agenda, excluding closed session items, ensuring all protocols are followed, and that management of the agenda is closely linked to

organizational goals and work plans. The City Attorney has the primary responsibility for development of the Closed Session items, ensuring all protocols are followed and that the management of the closed session items is closely linked to the organizational goals. Any item that is placed on the agenda shall be in accordance with the City's Open Government ordinance (MMC I-310) so that it can be clearly understood by members of the community.

2. Mayor or Councilmember:

- a. The Mayor or a Councilmember may request the City Manager to add an item to the open session of a Council agenda or the City Attorney to add an item to the closed session. No staff report or other staff work will occur until the item is discussed before the full City Council. Discussion and prioritization by the City Council will occur on a quarterly basis.
- b. Councilmembers may make this request verbally during a meeting or may submit a written request to the City Manager or City Attorney at other times.
- c. See Section 2.C.4 "Request for Staff Resources" for further details on any associated staff work related an agenda item request.

3. Members of the Public. A member of the public may request Council action in the following ways:

- a. Write a letter to the City Council
- b. Speak during the Public Comment period at a City Council meeting
- c. Attend annual Council goal setting meeting and provide input

Upon agreement of a majority of the City Council, Council will determine whether to place on a future agenda an item requested by the public.

C. Meeting Minutes

1. The preparation of accurate minutes is the responsibility of the City Clerk.

- a) In general, summary minutes are used to record proceedings. The record focuses on who spoke and the motions and votes. Video recordings are used in order to serve a number of administrative, legal, and historical functions and to provide verbatim record of meetings. Failure to record does not affect the validity of any proceedings or action taken by the City Council.
- b) The City Clerk may be directed by the presiding officer, with the consent of the City Council, to enter in the minutes a synopsis of the

discussion of any matter coming before the City Council. The synopsis should be in complete sentences.

- c) The Mayor or a Councilmember may request, through the presiding officer, the privilege of having a previously prepared written abstract summarizing the major points of his or her statement on any subject under consideration entered into the minutes. If the City Council consents, such an abstract is entered into the minutes. d) Items such as letters which individuals request "to have entered into the record" are referred to in, but do not become a part of, the minutes.
- e) Changes in substantive matters may be made only at the direction of a majority of the City Council. Clerical corrections are to be made when discovered in order to maintain accuracy.

CHAPTER VI. City Council Actions

Several different types of action may be taken by the Mayor and/or City Council.

A. Proclamations.

Proclamations are issued by the Mayor without formal action by the City Council. Proclamations are public announcements directing attention to a person, organization or event, such as Citizen of the Year, Girl Scout Week, or International Year of the Child. Councilmembers need to make their requests to the Mayor, only the Mayor can issue proclamations. If the Mayor refuses to sign a particular proclamation, the requesting Councilmember may ask that this be considered by the Mayor and City Council at the following City Council meeting. This request must be provided to the City Manager in writing.

B. Commendations.

Commendations are acknowledgments of the activities of a person or organization, signed by the Mayor and any additional councilmembers who have proactively expressed interest in signing without ~~formal action being taken~~ requiring formal Council action. Commendations typically acknowledge exceptional endeavors or are given to retiring employees and departing board and commission members and are presented at an appropriate function or council meeting. If the Mayor refuses to sign a particular commendation, the requesting Councilmember may ask that this be considered by the Mayor and City Council at the following City Council meeting. This request must be provided to the City Manager in writing.

C. Keys to the City

Keys to the City of Milpitas are only to be issued upon majority approval by the Mayor and City Council. The only exception to this is that a key to the City may be provided to a City with which Milpitas has a formal Sister City relationship without City Council approval. Any City Councilmember may request that consideration for issuance of a key to the City be added to a future City Council agenda. This request must be provided, in writing to the City Manager. The request must define the significant and/or extraordinary achievement or contribution that the recipient (person, group or organization) has made to the City of Milpitas to justify the presentation of the key to the City.

D. Ordinances.

Legislative acts of the City Council are known as ordinances. Subject to certain state law exceptions, most ordinances are introduced at one meeting and are adopted by majority vote at a subsequent meeting, and go into effect 30 days after adoption.

An ordinance is necessary (1) when state law requires a regulation to be adopted by ordinance, (2) to amend or repeal provisions of the Municipal Code or any uncodified ordinances, and (3) to impose regulations on persons or property in the City.

Ordinances shall be prepared by the City Attorney. Ordinances are prepared for presentation to the City Council when ordered by a majority vote of the City Council, or when requested by the Mayor or the City Manager, or when prepared on the City Attorney's own initiative.

E. Resolutions.

Resolutions are City Council actions which become effective upon adoption and encompass the business not addressed through ordinances. They are typically used to handle routine business and administrative matters requiring some type of formal memorialization. Resolutions are used for various reasons, such as when specifically required by law, when needed as a separate evidentiary document to be transmitted to another agency, or where the frequency of future reference back to its contents warrants separate documents to facilitate reference and research.

F. Motions.

The least formal of City Council actions, motions typically are used for procedural matters (such as to continue items) or for administrative matters (such as to accept reports). An adopted motion is as legally effective and binding as an adopted resolution but generally is recorded simply as an item entry in the minutes.

CHAPTER VII. Communication

A. California Public Records Act.

All letters, memoranda, and email and other electronic communications involving City Councilmembers and members of boards, commissions, committees and task forces, the subject of which relate to the conduct of government or the performance of any governmental function, with a few exceptions as outlined in the Public Records Act, are public records. Emails and texts with content that concerns City business with other City employees or officials or interested members of the public are likely public records even if they are sent to/from a personal account or device.

B. Ralph M. Brown Act

Each Councilmember should be mindful of all of the requirements of the Brown Act and the Open Government Ordinance contained at Milpitas Municipal Code I-310.1.00 in communicating with each other. A majority of the Council shall not use a series of telephone calls, a conference call, mass e-mailing or any other informal session to discuss or decide matters before the City Council. This type of communication would be considered a “serial meeting” in violation of the law.

Section 54952.2(b)(1) of the Brown Act prohibits a majority of members of a legislative body outside of a lawful meeting from directly or indirectly using a series of meetings to discuss, deliberate or take action on any item of business within the subject matter jurisdiction of the body. Paragraph (b)(2) expressly provides that substantive briefings of members of a legislative body by staff are permissible, as long as staff does not communicate the comments or positions of members to any other members.

A serial meeting is a series of meetings or communications between individuals in which ideas are exchanged among a majority of a legislative body (i.e., three council members) through either one or more persons acting as intermediaries or through use of a technological device (such as a telephone answering machine, or e-mail or voice mail), even though a majority of members never gather in a room at the same time. Serial meetings commonly occur in one of two ways; either a staff member, a member of the body, or some other person individually contacts a majority of members of a body and shares ideas among the majority (“I’ve talked to Councilmembers A and B and they will vote ‘yes.’ Will you?”) or, without the involvement of a third person, member A calls member B, who then calls member C, and so on, until a majority of the body has reached a collective concurrence on a matter.

1. Contacts with staff

Staff can inadvertently become a conduit among a majority of a legislative body in the course of providing briefings on items of local agency business. To avoid an illegal serial meeting through a staff briefing:

- a. Individual briefings of a majority of members of a legislative body should be “unidirectional,” in that information should flow from staff to the member and the member's participation should be limited to asking questions and acquiring information. Otherwise, multiple members could separately give staff direction thereby causing staff to shape or modify its ultimate recommendations in order to reconcile the views of the various members, resulting in an action outside a meeting.
- b. Members should not ask staff to describe the views of other members of the body, and staff should not volunteer those views if known.
- c. Staff may present its viewpoint to the member but should not ask for the member's views, and the member should avoid providing his or her views unless it is absolutely clear that the staff member is not discussing the matter with a quorum of the legislative body.

2. Contacts with constituents, bargaining unit representatives, developers, and lobbyists

As with staff, a constituent, bargaining group representative, developer, or lobbyist can also inadvertently become an intermediary who causes an illegal serial meeting. Constituents' unfamiliarity with the requirements of the Act aggravates this potential problem because they may expect a member of a legislative body to be willing to commit to a position in a private conversation in advance of a meeting. To avoid serial meetings via constituent conversations:

- a. First, state the ground rules “up front.” Ask if the constituent has or intends to talk with other members of the body about the same subject; if so, make it clear that the constituent should not disclose the views of other members during the conversation.
- b. Explain to the constituent that you will not make a final decision on a matter prior to the meeting. For example: “State law prevents me from giving you a commitment outside a meeting. I will listen to what you have to say and give it consideration as I make up my mind.”
- c. Do more listening and asking questions than expressing opinions.

d. If you disclose your thoughts about a matter, counsel the constituent not to share them with other members of the legislative body.

3. Contacts with fellow members of the same legislative body

Direct contacts concerning local agency business with fellow members of the same legislative body, whether through face-to-face or telephonic conversations, notes or letters, electronic mail, or staff members, are the most obvious means by which an illegal serial meeting can occur. This is not to say that a member of a legislative body is precluded from discussing items of agency business with another member of the body outside of a meeting; as long as the communication does not involve a quorum of the body, no “meeting” has occurred. There is, however, always the risk that one participant in the communication will disclose the views of the other participant to a third or fourth member, creating an illegal serial meeting. Therefore, it is recommended you avoid discussing local agency business with a quorum of the body or communicating the views of other members outside a meeting.

C. Mail Processing

1. Members of the City Council may receive mail and other materials through City Hall.
2. All mail received and specifically addressed to the Mayor or a Councilmember shall be placed in the mail drawer for that person without first being opened.
3. General correspondence addressed to Councilmembers as a whole may be opened and delivered to all Councilmembers if appropriate.

D. Correspondence

1. The City Manager or designee is authorized to receive and take administrative action on all correspondence directed to the City Council. The City Manager or designee may also respond to correspondence submitted to the full City Council on non-agenda items or authorize a staff member to respond. A courtesy copy is provided to each Councilmember.
2. Generally, correspondence relating to a specific City Council agenda item shall be distributed with the agenda report; correspondence received after the publication of agenda packets is to be compiled and distributed to the City Council prior to the City Council meeting.
3. After the City Council has taken a position on an issue, official correspondence should reflect this position. While Councilmembers who may disagree with a position are free to prepare correspondence on such issues as private citizens, City letterhead, official City Council title, and staff

support should not be utilized. In addition, City letterhead and staff support cannot be utilized for personal or political purposes.

- E. City letterhead, logo, insignia, and brand, as well as staff support, cannot be utilized for personal or political purposes.
- F. Council Communication to Planning Commission
 - 1. The Mayor and Councilmembers should be mindful not to unduly influence the decision at the Planning Commission meeting so as not to get ahead of the process.
 - 2. It is not appropriate for the Mayor or a Councilmember to make public comments at the Planning Commission meeting unless he/she is acting in his or her personal capacity. If/when the matter comes before the City Council, such member should recuse him or herself from the matter.
- G. External Communication
 - 1. The Mayor and Councilmembers may communicate on behalf of the City through media interviews, letters, and newsletters. They may also be quoted in City issued press releases. Although the Mayor and Councilmembers are able to express individual opinions, any communication made on behalf of the City shall be aligned with Council adopted policies, programs, priorities. City issued press releases will include a quote by Mayor and other quotes, if any, will be determined by the City Manager, based on related work by each Councilmember.

CHAPTER VIII. Council Liaison Roles

The Mayor and Councilmembers serve on behalf of Milpitas as members of other governmental entities, committees, and agencies.

A. City Council Liaison

1. All City Councilmembers shall serve as liaisons to other City Commissions which shall be approved by the full City Council. In serving as a liaison, a City Councilmember shall endeavor to attend all Commission meetings of the Commission to which he or she is assigned.
2. Statements made by the City Council liaison about the City's official position should reflect the majority opinion of the City Council, which is defined by current or past official City Council action via City Council vote or consensus.
3. If the Mayor or a Councilmember wishes to attend the meeting of a Board, Agency, Committee or Task Force to which he/she has not been appointed to serve on by the City Council, the Mayor or Councilmember, as a courtesy, should advise the City representative(s), if any, as well as the respective chair, and should be mindful of the influence of his/her presence. If the presence of the Mayor or Councilmember shall constitute a quorum of the City Council, the meeting should be noticed as that of the City Council and all Councilmembers invited. An exception to this rule is when the Mayor or Councilmember observes only and does not speak at the meeting.

B. Milpitas Public Financing Authority, Milpitas Municipal Financing Authority, and Housing Authority Commission.

The Mayor and Councilmembers serve as the members of the Milpitas Public Financing Authority, Milpitas Municipal Financing Authority, and Housing Authority Commission.

C. Regional Boards and Outside Agency Representatives.

1. The role of a Member on regional Boards will vary depending on the nature of the appointment.
2. Reporting. Council representatives to Regional Boards shall keep the Mayor and Councilmembers informed of ongoing business through short written reports to the Mayor and Councilmembers or update reports to the City Council during the "Mayor and Councilmember Reports" opportunity on the City Council meeting agenda.
3. In the event the primary assigned liaison is unable to attend a particular meeting, he or she should notify the chair of the board/agency, and the appointed alternate Council representative, or Mayor, should attend in the place of the primary.

Senate Bill No. 707

CHAPTER 327

An act to amend Sections 54952.7, 54953, 54953.5, 54953.7, 54954.2, 54954.3, 54956, 54956.5, 54957.6, 54957.9, and 54957.95 of, to amend and repeal Section 54952.2 of, to add Sections 54953.8, 54953.8.1, 54953.8.2, and 54957.96 to, and to add and repeal Sections 54953.4, 54953.8.3, 54953.8.4, 54953.8.5, 54953.8.6, and 54953.8.7 of, the Government Code, relating to local government.

[Approved by Governor October 3, 2025. Filed with Secretary
of State October 3, 2025.]

LEGISLATIVE COUNSEL'S DIGEST

SB 707, Durazo. Open meetings: meeting and teleconference requirements.

(1) Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate.

This bill would, beginning July 1, 2026, and until January 1, 2030, require an eligible legislative body, as defined, to comply with additional meeting requirements, including that, except as specified, all open and public meetings include an opportunity for members of the public to attend via a 2-way telephonic service or a 2-way audiovisual platform, as defined, and that the eligible legislative body take specified actions to encourage residents to participate in public meetings, as specified. The bill would require an eligible legislative body, on or before July 1, 2026, to approve at a noticed public meeting in open session a policy regarding disruption of telephonic or internet services occurring during meetings subject to these provisions, as specified, and would require the eligible legislative body to comply with certain requirements relating to disruption, including for certain disruptions, recessing the open session for at least one hour and making a good faith attempt to restore the service, as specified.

(2) Existing law prohibits a majority of the members of a legislative body, outside a meeting authorized by the act, from using a series of communications of any kind to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body. Existing law defines "meetings" for these purposes to mean any congregation of a majority of the members of a legislative body at the same time and location, as specified, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body. Until January 1, 2026, existing law excepts from the prohibition a member engaging in separate conversations or communications outside of

a meeting with any other person using an internet-based social media platform for specified purposes, provided, among other things, that a majority of the members do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body.

This bill would make the above-described exception related to communications on an internet-based social media platform applicable indefinitely.

(3) Existing law requires a legislative body, prior to taking final action, to orally report a summary of a recommendation for a final action on specified forms of compensation for a local agency executive, as defined, during the open meeting in which the final action is to be taken.

This bill would also require the legislative body to make that oral report, as provided above, prior to taking final action on those specified forms of compensation for a department head or other similar administrative officer of the local agency.

(4) Existing law requires a legislative body of a local agency or its designee, at least 72 hours before a regular meeting, to post an agenda that meets specified requirements, including that the agenda contain a brief general description of each item of business to be transacted or discussed at the meeting, as specified.

This bill would, beginning July 1, 2026, and until July 1, 2030, require the agenda for each meeting of an eligible legislative body, as defined, to be translated into all applicable languages. The bill would define “applicable languages” to mean languages, according to data from the most recent American Community Survey, spoken jointly by 20% or more of the applicable population, as specified, provided that 20% or more of the population that speaks that language that in that city or county speaks English less than “very well,” as specified, and except as provided.

Existing law requires every agenda for regular meetings to provide an opportunity for members of the public to directly address the legislative body on any item of interest of the public, as specified. Existing law specifies that the agenda is not required to provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, as specified, except if the item has been substantially changed since the committee heard the item, as determined by the legislative body.

This bill would add certain exceptions to the provision related to an item that has already been considered by a committee, including excepting committees whose primary subject matter jurisdiction focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals, except as specified.

(5) Existing law authorizes a legislative body of a local agency to require a copy of the act to be given to each member of the legislative body and specified persons elected to serve as a member of the legislative body, and authorizes an elected legislative body member to require a copy to be given

to each member of each legislative body all or a majority of whose members are appointed by or under the authority of the elected legislative body.

This bill would instead require a local agency to provide a copy of the act to any person elected or appointed to serve as a member of a legislative body of the local agency.

Existing law authorizes legislative bodies of local agencies to impose requirements upon themselves which allow greater access to their meetings than prescribed by the minimal standards set forth in the act, and authorizes an elected legislative body of a local agency to also impose those requirements on those appointed legislative bodies of the local agency of which all or a majority of the members are appointed by or under the authority of the elected legislative body.

This bill would remove the above-described requirement that members of an appointed legislative body of a local agency must be appointed by or under the authority of the elected legislative body of a local agency in order for the elected legislative body to impose the above-described requirements on the appointed legislative body.

(6) Existing law provides any person attending an open and public meeting of a legislative body of a local agency with the right to record the proceedings with an audio or visual recorder or a still or motion picture camera, as specified.

This bill would remove the reference to an audio or visual recorder or a still or motion picture camera for purposes of recording the proceedings, as described above.

(7) Existing law authorizes a legislative body of a local agency to use teleconferencing, as specified, and requires a legislative body of a local agency that elects to use teleconferencing to comply with specified general requirements, including that the local agency post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Existing law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified.

Existing law authorizes members who are outside the jurisdiction of a health authority, as defined, that conducts a teleconferencing meeting to, notwithstanding the above-described general teleconference provisions, count towards the establishment of a quorum when participating in the teleconference if, among other things, at least 50% of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction.

Existing law authorizes, in certain circumstances, the legislative body of a local agency to use specified alternative teleconferencing which include provisions related to, among others, notice of the means by which members of the public may access the meeting and offer public comment and identifying and including an opportunity for all persons to attend via a call-in option or an internet-based service option. Those circumstances in which

the legislative body of a local agency is authorized to use the alternative teleconferencing provisions include specified circumstances relating to a state of emergency, as defined, and, until January 1, 2026, subject to specified limitations, a member's need to participate remotely due to just cause, defined to include, among other things, a need related to a physical or mental disability, or emergency circumstances, as defined, if certain quorum and disclosure requirements are met.

Existing law also authorizes certain eligible legislative bodies, including neighborhood councils and student body associations and student-run community college organizations to, until January 1, 2026, use alternate teleconferencing if, among other requirements, the city council or board of trustees, as applicable, has adopted an authorizing resolution and $\frac{2}{3}$ of the neighborhood city council or specified student organization, as applicable, votes to use alternate teleconference provisions, as specified.

This bill would revise and recast the above-specified teleconferencing and alternative teleconferencing provisions to uniformly apply certain noticing, disclosure, accessibility, and public commenting provisions. The bill would require a legislative body of a local agency that elects to use teleconferencing pursuant to these alternative teleconferencing provisions to comply with, in addition to any other applicable requirements under the act, specified requirements, including that the legislative body provides at least either 2-way audiovisual platform or 2-way telephonic service and a live webcasting of the meeting as a means by which the public may, among other things, remotely hear and visually observe the meeting, and that a member of the legislative body who participates in a teleconference meeting from a remote location pursuant to these alternative teleconferencing provisions and the specific provision of law that the member relied upon to permit their participation by teleconferencing are listed in the minutes of the meeting. The bill would require a local agency to identify and make available to legislative bodies a list of one or more meeting locations that may be available for use by the legislative bodies to conduct their meetings.

The bill would specify that nothing in the bill's provisions is to be construed to prohibit a member of a legislative body with a disability, as defined, from participating in any meeting of the legislative body by remote participation as a reasonable accommodation pursuant to any applicable law. The bill would apply certain provisions relative to, among other things, quorum establishment to that circumstance.

The bill would instead authorize a health authority, as defined, to conduct a teleconference meeting pursuant to the above-described alternative teleconferencing provisions.

The bill would revise and recast the alternative teleconferencing provisions applicable in a state of emergency, as defined. The bill would also include a local emergency, as defined, as a circumstance in which a legislative body of a local agency is authorized to use the alternative teleconferencing provisions.

The bill would revise and recast the alternative teleconferencing provisions applicable in cases of a member's need to participate remotely due to just

cause or emergency circumstances, as defined, to remove the provision applicable to emergency circumstances, to revise related definitions, including broadening the definition of just cause to include, among other things, a physical or family medical emergency that prevents a member from attending in person, and to require the minutes for a meeting to identify the specific provision of law that each member relied upon to participate remotely, as specified. The bill would extend the authorization to use the alternative teleconferencing provision until January 1, 2030.

The bill would revise and recast the alternative teleconferencing provisions applicable to neighborhood councils and student body associations and student-run community college organizations. In regards to the alternative teleconferencing provisions applicable to student body associations and student-run community college organizations, the bill would exempt the California Online Community College from specified requirements for an in-person quorum, a physical location for public participation, and certain accommodations under the authorization, and remove the ability for a person with a disability that requires certain accommodations to count towards the in-person quorum requirement. The bill would specify that the student body associations and student-run community college organizations described above are those in any community college recognized within the California Community Colleges system, and would extend the authorization to the Student Senate for California Community Colleges. The bill would extend the authorization to use the alternative teleconferencing provisions applicable to neighborhood councils and student body associations and student-run community college organizations until January 1, 2030.

The bill would, until January 1, 2030, also authorize a specified subsidiary body of local agencies to conduct a teleconference meeting pursuant to the above-described alternative teleconferencing provisions, provided that it complies with the requirements for alternative teleconferencing described above and additional requirements, including that the subsidiary body designates one physical meeting location within the boundaries of the legislative body that created the subsidiary body where members of the subsidiary body who are not participating remotely shall be present and members of the public may physically attend, observe, hear, and participate in the meeting, as specified.

The bill would, until January 1, 2030, also authorize specified multijurisdictional bodies of local agencies to conduct a teleconference meeting pursuant to the above-described alternative teleconferencing provisions, provided that it complies with the requirements for alternative teleconferencing described above and additional requirements, including that the eligible multijurisdictional body has adopted a resolution that authorizes the multijurisdictional body to use teleconferencing at a regular meeting in open session.

The bill would specify that these teleconferencing provisions are cumulative, and would authorize a legislative body to elect to use any teleconferencing provisions that are applicable to a meeting, regardless of

whether any other teleconferencing provisions would also be applicable to that meeting.

Existing law defines “teleconference” for purposes of the authorization for a legislative body of a local agency to use teleconferencing to mean a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

This bill would specify that “teleconference” does not include the attendance of one or more members of a legislative body in a meeting of the body solely by watching or listening via webcasting or any other similar electronic medium that does not permit members to interactively speak, discuss, or deliberate on matters.

(8) Existing law authorizes a special meeting to be called any time by, among other persons, the presiding officer of the legislative body of a local agency, by delivering specified written notices and posting a notice on the local agency’s internet website, if the local agency has one. Existing law requires specified legislative bodies to comply with the internet website posting requirement.

The bill would remove the requirement that only specified legislative bodies comply with the internet website posting requirement, thereby imposing that requirement on all legislative bodies.

(9) Existing law authorizes a legislative body of a local agency to hold an emergency meeting without complying with specified notice and posting requirements in the case of emergency circumstances, as specified, and imposes various requirements under these provisions applicable to either legislative bodies generally or legislative bodies which are a school board.

This bill would remove the school board distinction from the above-described provisions, thereby imposing the same requirements to hold an emergency meeting on all legislative bodies of local agencies.

By imposing additional duties on legislative bodies of local agencies, the bill would impose a state-mandated local program.

(10) Existing law authorizes, in addition to other related specified authorizations, the presiding member of the legislative body conducting a meeting or their designee to remove, or cause the removal of, an individual for disrupting the meeting. Existing law defines “disrupting” for these purposes to mean engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, as specified.

This bill would specify that a meeting for purposes of that provision includes any teleconferenced meeting. The bill would specify that the existing authority of a legislative body or its presiding officer to remove or limit participation by persons who engage in behavior that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, as specified, applies to members of the public participating in a meeting via a 2-way telephonic service or a 2-way audiovisual platform, as those terms are defined.

(11) The bill would make other updates to references in the act.

(12) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(13) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(14) The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

(15) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. Section 54952.2 of the Government Code, as amended by Section 1 of Chapter 89 of the Statutes of 2020, is amended to read:

54952.2. (a) As used in this chapter, “meeting” means any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

(b) (1) A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

(2) Paragraph (1) shall not be construed as preventing an employee or official of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by this chapter with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency, if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body.

(3) (A) Paragraph (1) shall not be construed as preventing a member of the legislative body from engaging in separate conversations or communications on an internet-based social media platform to answer

questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body provided that a majority of the members of the legislative body do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body. A member of the legislative body shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.

(B) For purposes of this paragraph, all of the following definitions shall apply:

(i) “Discuss among themselves” means communications made, posted, or shared on an internet-based social media platform between members of a legislative body, including comments or use of digital icons that express reactions to communications made by other members of the legislative body.

(ii) “Internet-based social media platform” means an online service that is open and accessible to the public.

(iii) “Open and accessible to the public” means that members of the general public have the ability to access and participate, free of charge, in the social media platform without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the internet-based social media platform determines that an individual violated its protocols or rules.

(c) Nothing in this section shall impose the requirements of this chapter upon any of the following:

(1) Individual contacts or conversations between a member of a legislative body and any other person that do not violate subdivision (b).

(2) The attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the subject matter jurisdiction of the local agency. Nothing in this paragraph is intended to allow members of the public free admission to a conference or similar gathering at which the organizers have required other participants or registrants to pay fees or charges as a condition of attendance.

(3) The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(4) The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(5) The attendance of a majority of the members of a legislative body at a purely social or ceremonial occasion, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(6) The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.

SEC. 2. Section 54952.2 of the Government Code, as added by Section 2 of Chapter 89 of the Statutes of 2020, is repealed.

SEC. 3. Section 54952.7 of the Government Code is amended to read:

54952.7. A local agency shall provide a copy of this chapter to any person elected or appointed to serve as a member of a legislative body of the local agency.

SEC. 4. Section 54953 of the Government Code, as amended by Section 2 of Chapter 534 of the Statutes of 2023, is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

(C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as expressly provided in this chapter.

(4) The teleconferencing requirements of this subdivision shall not apply to remote participation described in subdivision (c).

(c) (1) Nothing in this chapter shall be construed to prohibit a member of a legislative body with a disability from participating in any meeting of the legislative body by remote participation as a reasonable accommodation pursuant to any applicable law.

(2) A member of a legislative body participating in a meeting by remote participation pursuant to this subdivision shall do both of the following:

(A) The member shall participate through both audio and visual technology, except that any member with a disability, as defined in Section 12102 of Title 42 of the United States Code, may participate only through audio technology if a physical condition related to their disability results in a need to participate off camera.

(B) The member shall disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any of those individuals.

(3) Remote participation under this subdivision shall be treated as in-person attendance at the physical meeting location for all purposes, including any requirement that a quorum of the legislative body participate from any particular location. The provisions of subdivision (b) and Sections 54953.8 to 54953.8.7, inclusive, shall not apply to remote participation under this subdivision.

(d) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) (A) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of either of the following during the open meeting in which the final action is to be taken:

(i) A local agency executive, as defined in subdivision (d) of Section 3511.1.

(ii) A department head or other similar administrative officer of the local agency.

(B) This paragraph shall not affect the public’s right under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(e) For purposes of this section, both of the following definitions apply:

(1) “Disability” means a physical disability or a mental disability as those terms are defined in Section 12926 and used in Section 12926.1, or a disability as defined in Section 12102 of Title 42 of the United States Code.

(2) (A) “Teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(B) Notwithstanding subparagraph (A), “teleconference” does not include one or more members watching or listening to a meeting via webcasting or any other similar electronic medium that does not permit members to interactively speak, discuss, or deliberate on matters.

(3) “Remote participation” means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting.

SEC. 5. Section 54953.4 is added to the Government Code, to read:

54953.4. (a) The Legislature finds and declares that public access, including through translation of agendas as required by this section, is necessary for an informed populace. The Legislature encourages local agencies to adopt public access requirements that exceed the requirements of this chapter by translating additional languages, employing human translators, and conducting additional outreach.

(b) (1) In addition to any other applicable requirements of this chapter, a meeting held by a eligible legislative body pursuant to this chapter shall comply with both of the following requirements:

(A) (i) (I) (ia) All open and public meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform, except if adequate telephonic or internet service is not operational at the meeting location. If adequate telephonic or internet service is operational at the meeting location during only a portion of the meeting, the legislative body shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform during that portion of the meeting.

(ib) (Ia) On or before July 1, 2026, an eligible legislative body shall approve at a noticed public meeting in open session, not on the consent calendar, a policy regarding disruption of telephonic or internet service occurring during meetings subject to this sub-subclause. The policy shall address the procedures for recessing and reconvening a meeting in the event of disruption and the efforts that the eligible legislative body shall make to attempt to restore the service.

(Ib) If a disruption of telephonic or internet service that prevents members of the public from attending or observing the meeting via the two-way

telephonic service or two-way audiovisual platform occurs during the meeting, the eligible legislative body shall recess the open session of the meeting for at least one hour and make a good faith attempt to restore the service. The eligible legislative body may meet in closed session during this period. The eligible legislative body shall not reconvene the open session of the meeting until at least one hour following the disruption, or until telephonic or internet service is restored, whichever is earlier.

(Ic) Upon reconvening the open session, if telephonic or internet service has not been restored, the eligible legislative body shall adopt a finding by rollcall vote that good faith efforts to restore the telephonic or internet service have been made in accordance with the policy adopted pursuant to sub-sub-subclause (Ia) and that the public interest in continuing the meeting outweighs the public interest in remote public access.

(II) Subclause (I) does not apply to a meeting that is held to do any of the following:

(ia) Attend a judicial or administrative proceeding to which the local agency is a party.

(ib) Inspect real or personal property provided that the topic of the meeting is limited to items directly related to the real or personal property.

(ic) Meet with elected or appointed officials of the United States or the State of California, solely to discuss a legislative or regulatory issue affecting the local agency and over which the federal or state officials have jurisdiction.

(id) Meet in or nearby a facility owned by the agency, provided that the topic of the meeting is limited to items directly related to the facility.

(ie) Meet in an emergency situation pursuant to Section 54956.5.

(ii) If an eligible legislative body elects to provide a two-way audiovisual platform, the eligible legislative body shall publicly post and provide a call-in option, and activate any automatic captioning function during the meeting if an automatic captioning function is included with the two-way audiovisual platform. If an eligible legislative body does not elect to provide a two-way audiovisual platform, the eligible legislative body shall provide a two-way telephonic service for the public to participate in the meeting, pursuant to subclause (I).

(B) (i) All open and public meetings for which attendance via a two-way telephonic service or a two-way audiovisual platform is provided in accordance with paragraph (1) shall provide the public with an opportunity to provide public comment in accordance with Section 54954.3 via the two-way telephonic or two-way audiovisual platform, and ensure the opportunity for the members of the public participating via a two-way telephonic or two-way audiovisual platform to provide public comment with the same time allotment as a person attending a meeting in person.

(2) (A) An eligible legislative body shall reasonably assist members of the public who wish to translate a public meeting into any language or wish to receive interpretation provided by another member of the public, so long as the interpretation is not disrupting to the meeting, as defined in Section 54957.95. The eligible legislative body shall publicize instructions on how

to request assistance under this subdivision. Assistance may include any of the following, as determined by the eligible legislative body:

- (i) Arranging space for one or more interpreters at the meeting location.
- (ii) Allowing extra time during the meeting for interpretation to occur.
- (iii) Ensuring participants may utilize their personal equipment or reasonably access facilities for participants to access commercially available interpretation services.

(B) This section does not require an eligible legislative body to provide interpretation of any public meeting, however, an eligible legislative body may elect to provide interpretation of any public meeting.

(C) The eligible legislative body is not responsible for the content or accuracy of any interpretation facilitated, assisted with, or provided under this subdivision. An action shall not be commenced or maintained against the eligible legislative body arising from the content or accuracy of any interpretation facilitated, assisted with, or provided under this subdivision.

(3) An eligible legislative body shall take the following actions to encourage residents, including those in underrepresented communities and non-English-speaking communities, to participate in public meetings:

(A) Have in place a system for electronically accepting and fulfilling requests for meeting agendas and documents pursuant to Section 54954.1 through email or through an integrated agenda management platform. Information about how to make a request using this system shall be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(B) (i) Create and maintain an accessible internet webpage dedicated to public meetings that includes, or provides a link to, all of the following information:

(I) A general explanation of the public meeting process for the eligible legislative body.

(II) An explanation of the procedures for a member of the public to provide in-person or remote oral public comment during a public meeting or to submit written public comment.

(III) A calendar of all public meeting dates with calendar listings that include the date, time, and location of each public meeting.

(IV) The agenda posted online pursuant to paragraph (2) of subdivision (a) of Section 54954.2.

(ii) The eligible legislative body shall include a link to the webpage required by subparagraph (A) on the home page of the eligible legislative body's internet website.

(C) (i) Make reasonable efforts, as determined by the legislative body, to invite groups that do not traditionally participate in public meetings to attend those meetings, which may include, but are not limited to, all the following:

(I) Media organizations that provide news coverage in the jurisdiction of the eligible legislative body, including media organizations that serve non-English-speaking communities.

(II) Good government, civil rights, civic engagement, neighborhood, and community group organizations, or similar organizations that are active in the jurisdiction of the eligible legislative body, including organizations active in non-English-speaking communities.

(ii) Legislative bodies shall have broad discretion in the choice of reasonable efforts they make under this subparagraph. No action shall be commenced or maintained against an eligible legislative body arising from failing to provide public meeting information to any specific group pursuant to this subparagraph.

(c) (1) (A) The agenda for each meeting of an eligible legislative body shall be translated into all applicable languages, and each translation shall be posted in accordance with Section 54954.2. Each translation shall include instructions in the applicable language describing how to join the meeting by the telephonic or internet-based service option, including any requirements for registration for public comment.

(B) The accessible internet webpage provided under subparagraph (B) of paragraph (3) of subdivision (b) shall be translated into all applicable languages, and each translation shall be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(2) A translation made using a digital translation service shall satisfy the requirements of paragraph (1).

(3) The eligible legislative body shall make available a physical location that is freely accessible to the public in reasonable proximity to the physical location in which the agenda and translations are posted as described in paragraph (1), and shall allow members of the public to post additional translations of the agenda in that location.

(4) The eligible legislative body is not responsible for the content or accuracy of any translation provided pursuant to this subdivision. No action shall be commenced or maintained against an eligible legislative body arising from the content, accuracy, posting, or removal of any translation provided by the eligible legislative body or posted by any person pursuant to this subdivision.

(5) For the purposes of this section, the agenda does not include the entire agenda packet.

(d) This section shall not be construed to affect or supersede any other applicable civil rights, nondiscrimination, or public access laws.

(e) For purposes of this section, all of the following definitions apply:

(1) (A) “Applicable languages” means languages, according to data from the most recent American Community Survey, spoken jointly by 20 percent or more of the applicable population, provided that 20 percent or more of the population that speaks that language in that city or county speaks English less than “very well.”

(B) For the purposes of subparagraph (A), the applicable population shall be determined as follows:

(i) For an eligible legislative body that is a city council or county board of supervisors, the applicable population shall be the population of the city or county.

(ii) For an eligible legislative body of a special district, the applicable population shall be either of the following, at the discretion of the board of directors of the special district:

(I) The population of the county with the greatest population within the boundaries of the special district.

(II) The population of the service area of the special district, if the special district has the data to determine what languages spoken by the population within its service area meet the requirements of paragraph (A).

(C) If more than three languages meet the criteria set forth in subparagraph (A), “applicable languages” shall mean the three languages described in subparagraph (A) that are spoken by the largest percentage of the population.

(D) An eligible legislative body may elect to determine the applicable languages based upon a source other than the most recent American Community Survey if it makes a finding, based upon substantial evidence, that the other source provides equally or more reliable data for the territory over which the eligible legislative body exercises jurisdiction.

(2) “Eligible legislative body” means any of the following:

(A) A city council of a city with a population of 30,000 or more.

(B) A county board of supervisors of a county, or city and county, with a population of 30,000 or more.

(C) A city council of a city located in a county with a population of 600,000 or more.

(D) The board of directors of a special district that has an internet website and meets any of the following conditions:

(i) The boundaries of the special district include the entirety of a county with a population of 600,000 or more, and the special district has over 200 full-time equivalent employees.

(ii) The special district has over 1,000 full-time equivalent employees.

(iii) The special district has annual revenues, based on the most recent Financial Transaction Report data published by the California State Controller, that exceed four hundred million dollars (\$400,000,000), adjusted annually for inflation commencing January 1, 2027, as measured by the percentage change in the California Consumer Price Index from January 1 of the prior year to January 1 of the current year, and the special district employs over 200 full-time equivalent employees.

(3) “Two-way audiovisual platform” means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service.

(4) “Two-way telephonic service” means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(f) This section shall become operative on July 1, 2026.

(g) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 6. Section 54953.5 of the Government Code is amended to read:

54953.5. (a) Any person attending an open and public meeting of a legislative body of a local agency shall have the right to record the proceedings in the absence of a reasonable finding by the legislative body of the local agency that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

(b) Any recording of an open and public meeting made for whatever purpose by or at the direction of the local agency shall be subject to inspection pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), but, notwithstanding Section 34090, may be erased or destroyed 30 days after the recording. Any inspection of an audio or video recording shall be provided without charge on equipment made available by the local agency.

SEC. 7. Section 54953.7 of the Government Code is amended to read:

54953.7. Notwithstanding any other provision of law, legislative bodies of local agencies may impose requirements upon themselves which allow greater access to their meetings than prescribed by the minimal standards set forth in this chapter. In addition thereto, an elected legislative body of a local agency may impose those requirements on appointed legislative bodies of the local agency.

SEC. 8. Section 54953.8 is added to the Government Code, to read:

54953.8. (a) The legislative body of a local agency may use teleconferencing as authorized by subdivision (b) of Section 54953 without complying with the requirements of paragraph (3) of subdivision (b) of Section 54953 in any of the circumstances described in Sections 54953.8.1 to 54953.8.7, inclusive.

(b) A legislative body that holds a teleconference meeting pursuant to this section shall, in addition to any other applicable requirements of this chapter, comply with all of the following:

(1) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:

(A) A two-way audiovisual platform.

(B) A two-way telephonic service and a live webcasting of the meeting.

(2) In each instance in which notice of the time of the teleconference meeting held pursuant to this section is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.

(3) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the

local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(4) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(5) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(6) (A) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to paragraph (5), to provide public comment until that timed public comment period has elapsed.

(B) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to paragraph (5), or otherwise be recognized for the purpose of providing public comment.

(C) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to paragraph (5), until the timed general public comment period has elapsed.

(7) Any member of the legislative body who participates in a teleconference meeting from a remote location pursuant to this section and the specific provision of law that the member relied upon to permit their participation by teleconferencing shall be listed in the minutes of the meeting.

(8) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(9) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

(c) A local agency shall identify and make available to legislative bodies a list of one or more meeting locations that may be available for use by the legislative bodies to conduct their meetings.

(d) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(e) A member of a legislative body who participates in a teleconference meeting from a remote location pursuant to this section shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with those individuals.

(f) The teleconferencing provisions described in Section 54953 and Sections 54953.8.1 to 54953.8.7, inclusive, are cumulative. A legislative body may elect to use any teleconferencing provisions that are applicable to a meeting, regardless of whether any other teleconferencing provisions would also be applicable to that meeting.

(g) For purposes of this section, the following definitions apply:

(1) "Remote location" means a location from which a member of a legislative body participates in a meeting pursuant to paragraph (7) of subdivision (b), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.

(2) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(3) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service. A two-way audiovisual platform may be structured to disable the use of video for the public participants.

(4) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(5) "Webcasting" means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

SEC. 9. Section 54953.8.1 is added to the Government Code, to read:

54953.8.1. (a) A health authority may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section.

(b) Nothing in this section or Section 54953.8 shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority.

(c) For purposes of this section, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section

6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

SEC. 10. Section 54953.8.2 is added to the Government Code, to read:

54953.8.2. (a) A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 during a proclaimed state of emergency or local emergency, provided that it complies with the requirements of that section and the teleconferencing is used in either of the following circumstances:

(1) For the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) After a determination described in paragraph (1) is made that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(b) If the state of emergency or local emergency remains active, in order to continue to teleconference pursuant to this section, the legislative body shall, no later than 45 days after teleconferencing for the first time pursuant to this section, and every 45 days thereafter, make the following findings by majority vote:

(1) The legislative body has reconsidered the circumstances of the state of emergency or local emergency.

(2) The state of emergency or local emergency continues to directly impact the ability of the members to meet safely in person.

(c) This section shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(d) Notwithstanding paragraph (1) of subdivision (b) of Section 54953.8, a legislative body conducting a teleconference meeting pursuant to this section may elect to use a two-way telephonic service without a live webcasting of the meeting.

(e) For purposes of this section, the following definitions apply:

(1) "Local emergency" means a condition of extreme peril to persons or property proclaimed by the governing body of the local agency affected, in accordance with Section 8630 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2), as defined in Section 8680.9, or a local health emergency declared pursuant to Section 101080 of the Health and Safety Code. Local emergency, as used in this section, refers only to local emergencies in the boundaries of the territory over which the local agency exercises jurisdiction.

(2) "State of emergency" means state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2).

SEC. 11. Section 54953.8.3 is added to the Government Code, to read:

54953.8.3. (a) A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 if, during the

teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, provided that the legislative body complies with the requirements of Section 54953.8 and all of the following additional requirements:

(1) A member of the legislative body notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting.

(2) The member shall participate through both audio and visual technology.

(3) (A) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for just cause for more than the following number of meetings, as applicable:

(i) Two meetings per year, if the legislative body regularly meets once per month or less.

(ii) Five meetings per year, if the legislative body regularly meets twice per month.

(iii) Seven meetings per year, if the legislative body regularly meets three or more times per month.

(B) For the purpose of counting meetings attended by teleconference under this paragraph, a “meeting” shall be defined as any number of meetings of the legislative body of a local agency that begin on the same calendar day.

(b) The minutes for the meeting shall identify the specific provision in subdivision (c) that each member relied upon to participate remotely. This subdivision shall not be construed to require the member to disclose any medical diagnosis or disability, or any personal medical information that is otherwise exempt under existing law, including, but not limited to, the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code).

(c) For purposes of this section, “just cause” means any of the following:

(1) Childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. “Child,” “parent,” “grandparent,” “grandchild,” and “sibling” have the same meaning as those terms do in Section 12945.2.

(2) A contagious illness that prevents a member from attending in person.

(3) A need related to a physical or mental condition that is not subject to subdivision (c) of Section 54953.

(4) Travel while on official business of the legislative body or another state or local agency.

(5) An immunocompromised child, parent, grandparent, grandchild, sibling, spouse, or domestic partner of the member that requires the member to participate remotely.

(6) A physical or family medical emergency that prevents a member from attending in person.

(7) Military service obligations that result in a member being unable to attend in person because they are serving under official written orders for active duty, drill, annual training, or any other duty required as a member of the California National Guard or a United States Military Reserve organization that requires the member to be at least 50 miles outside the boundaries of the local agency.

(d) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 12. Section 54953.8.4 is added to the Government Code, to read:

54953.8.4. (a) An eligible neighborhood council may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following have occurred:

(1) (A) The city council for a city described in paragraph (2) of subdivision (b) considers whether to adopt a resolution to authorize eligible neighborhood councils to use teleconferencing as described in this section at an open and regular meeting.

(B) If the city council adopts a resolution described in subparagraph (A), an eligible neighborhood council may elect to use teleconferencing pursuant to this section if a majority of the eligible neighborhood council votes to do so. The eligible neighborhood council shall notify the city council if it elects to use teleconferencing pursuant to this section and its justification for doing so.

(C) Upon receiving notification from an eligible neighborhood council described in subparagraph (B), the city council may adopt a resolution to prohibit the eligible neighborhood council from using teleconferencing pursuant to this section.

(2) After completing the requirements of subparagraph (A) of paragraph (1), an eligible neighborhood council that holds a meeting pursuant to this subdivision shall do all of the following:

(A) At least a quorum of the members of the eligible neighborhood council shall participate from locations within the boundaries of the city in which the eligible neighborhood council is established.

(B) At least once per year, at least a quorum of the members of the eligible neighborhood council shall participate in person from a singular physical location that is open to the public and within the boundaries of the eligible neighborhood council.

(3) If the meeting is during regular business hours of the offices of the city council member that represents the area that includes the eligible neighborhood council, the eligible neighborhood council shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the city council member who

represents the area where the eligible neighborhood council is located, unless the eligible neighborhood council identifies an alternative location.

(4) If the meeting is outside regular business hours, the eligible neighborhood council shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting.

(b) For purposes of this section, the following definitions apply:

(1) “Accommodation” means providing a publicly accessible physical location for the member of the public to participate from, providing access to technology necessary to participate in the meeting, or identifying locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.

(2) “Eligible neighborhood council” means a neighborhood council that is an advisory body with the purpose to promote more citizen participation in government and make government more responsive to local needs that is established pursuant to the charter of a city with a population of more than 3,000,000 people that is subject to this chapter.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 13. Section 54953.8.5 is added to the Government Code, to read:

54953.8.5. (a) An eligible community college student organization may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) An eligible community college student organization may only use teleconferencing as described in Section 54953.8 after all the following have occurred:

(A) The board of trustees for a community college district considers whether to adopt a resolution to authorize eligible community college student organizations to use teleconferencing as described in this section at an open and regular meeting.

(B) If the board of trustees for a community college district adopts a resolution described in subparagraph (A), an eligible community college student organization may elect to use teleconferencing pursuant to this section if a majority of the eligible community college student organization votes to do so. The eligible community college student organization shall notify the board of trustees if it elects to use teleconferencing pursuant to this section and its justification for doing so.

(C) Upon receiving notification from an eligible community college student organization as described in subparagraph (B), the board of trustees may adopt a resolution to prohibit the eligible community college student organization from using teleconferencing pursuant to this section.

(D) (i) Except as specified in clause (ii), at least a quorum of the members of the eligible community college student organization shall participate from a singular physical location that is accessible to the public and is within the community college district in which the eligible community college student organization is established.

(ii) The requirements described in clause (i) shall not apply to the California Online Community College.

(iii) Notwithstanding the requirements of clause (i), a person may count toward the establishment of a quorum pursuant to clause (i) regardless of whether the person is participating at the in-person location of the meeting or remotely if the person meets any of the following criteria:

(I) The person is under 18 years of age.

(II) The person is incarcerated.

(III) The person is unable to disclose the location that they are participating from because of either of the following circumstances:

(ia) The person has been issued a protective court order, including, but not limited to, a domestic violence restraining order.

(ib) The person is participating in a program that has to remain confidential, including, but not limited to, an independent living program.

(IV) The person provides childcare or caregiving to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. For purposes of this subclause, “child,” “parent,” “grandparent,” “grandchild,” and “sibling” have the same meaning as those terms are defined in Section 12945.2.

(2) An eligible community college student organization that holds a meeting by teleconference as described in Section 54953.8 shall do the following, as applicable:

(A) (i) Except as specified in subparagraph (B), if the meeting is during regular business hours of the offices of the board of trustees of the community college district, the eligible community college student organization shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the board of trustees of the community college district, unless the eligible community college student organization identifies an alternative location.

(ii) Except as specified in subparagraph (B), if the meeting is outside regular business hours, the eligible community college student organization shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting. For the purposes of this subparagraph, “accommodation” means providing a publicly accessible physical location for the member of the public to participate from, providing access to technology necessary to participate in the meeting, or identifying locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.

(B) The requirements described in subparagraph (A) shall not apply to the California Online Community College.

(b) For purposes of this section, “eligible community college student organization” means a student body association organized pursuant to Section 76060 of the Education Code, or any other student-run community college organization that is required to comply with the meeting requirements of this chapter, that is in any community college recognized within the California Community Colleges system and includes the Student Senate for California Community Colleges.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 14. Section 54953.8.6 is added to the Government Code, to read:

54953.8.6. (a) An eligible subsidiary body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) The eligible subsidiary body shall designate one physical meeting location within the boundaries of the legislative body that created the eligible subsidiary body where members of the subsidiary body who are not participating remotely shall be present and members of the public may physically attend, observe, hear, and participate in the meeting. At least one staff member of the eligible subsidiary body or the legislative body that created the eligible subsidiary body shall be present at the physical meeting location during the meeting. The eligible subsidiary body shall post the agenda at the physical meeting location, but need not post the agenda at a remote location.

(2) (A) A member of the eligible subsidiary body shall visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, except if the member has a physical or mental condition not subject to subdivision (c) of Section 54953 that results in a need to participate off camera.

(B) The visual appearance of a member of the eligible subsidiary body on camera may cease only when the appearance would be technologically infeasible, including, but not limited to, when the member experiences a lack of reliable broadband or internet connectivity that would be remedied by joining without video.

(C) If a member of the eligible subsidiary body does not appear on camera due to challenges with internet connectivity, the member shall announce the reason for their nonappearance prior to turning off their camera.

(3) An elected official serving as a member of an eligible subsidiary body in their official capacity shall not participate in a meeting of the eligible subsidiary body by teleconferencing pursuant to this section unless the use of teleconferencing complies with the requirements of paragraph (3) of subdivision (b) of Section 54953.

(4) (A) In order to use teleconferencing pursuant to this section, the legislative body that established the eligible subsidiary body by charter, ordinance, resolution, or other formal action shall make the following findings by majority vote before the eligible subsidiary body uses teleconferencing pursuant to this section for the first time, and every six months thereafter:

(i) The legislative body has considered the circumstances of the eligible subsidiary body.

(ii) Teleconference meetings of the eligible subsidiary body would enhance public access to meetings of the eligible subsidiary body, and the public has been made aware of the type of remote participation, including audio-visual or telephonic, that will be made available at a regularly scheduled meeting and has been provided the opportunity to comment at

an in-person meeting of the legislative body authorizing the subsidiary body to meet entirely remotely.

(iii) Teleconference meetings of the eligible subsidiary body would promote the attraction, retention, and diversity of eligible subsidiary body members.

(B) (i) An eligible subsidiary body authorized to use teleconferencing pursuant to this section may request to present any recommendations it develops to the legislative body that created it.

(ii) Upon receiving a request described in clause (i), the legislative body that created the subsidiary body shall hold a discussion at a regular meeting held within 60 days after the legislative body receives the request, or if the legislative body does not have another regular meeting scheduled within 60 days after the legislative body receives the request, at the next regular meeting after the request is received.

(iii) The discussion required by clause (ii) shall not be placed on a consent calendar, but may be combined with the legislative body's subsequent consideration of the findings described in subparagraph (A) for the following 12 months.

(iv) The legislative body shall not take any action on any recommendations included in the report of a subsidiary body until the next regular meeting of the legislative body following the discussion described in clause (ii).

(C) After the legislative body makes the findings described in subparagraph (A), the eligible subsidiary body shall approve the use of teleconferencing by majority vote before using teleconference pursuant to this section.

(D) The legislative body that created the eligible subsidiary body may elect to prohibit the eligible subsidiary body from using teleconferencing pursuant to this section at any time.

(b) (1) For purposes of this section, "eligible subsidiary body" means a legislative body that meets all of the following:

(A) Is described in subdivision (b) of Section 54952.

(B) Serves exclusively in an advisory capacity.

(C) Is not authorized to take final action on legislation, regulations, contracts, licenses, permits, or any other entitlements, grants, or allocations of funds.

(D) Does not have primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals.

(2) An eligible subsidiary body may include members who are elected officials, members who are not elected officials, or any combination thereof.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 15. Section 54953.8.7 is added to the Government Code, to read:

54953.8.7. (a) An eligible multijurisdictional body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) The eligible multijurisdictional body has adopted a resolution that authorizes the eligible multijurisdictional body to use teleconferencing pursuant to this section at a regular meeting in open session.

(2) At least a quorum of the members of the eligible multijurisdictional body shall participate from one or more physical locations that are open to the public and within the boundaries of the territory over which the local agency exercises jurisdiction.

(3) A member of the eligible multijurisdictional body who receives compensation for their service on the eligible multijurisdictional body shall participate from a physical location that is open to the public. For purposes of this paragraph, “compensation” does not include reimbursement for actual and necessary expenses.

(4) A member of the eligible multijurisdictional body may participate from a remote location provided that:

(A) The eligible multijurisdictional body identifies each member of the eligible multijurisdictional body who plans to participate remotely in the agenda.

(B) The member shall participate through both audio and visual technology.

(5) A member of the eligible multijurisdictional body shall not participate in a meeting remotely pursuant to this section, unless the location from which the member participates is more than 20 miles each way from any physical location of the meeting described in paragraph (2).

(6) The provisions of this section shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for more than the following number of meetings, as applicable:

(A) Two meetings per year, if the legislative body regularly meets once per month or less.

(B) Five meetings per year, if the legislative body regularly meets twice per month.

(C) Seven meetings per year, if the legislative body regularly meets three or more times per month.

(D) For the purpose of counting meetings attended by teleconference under this paragraph, a “meeting” shall be defined as any number of meetings of the legislative body of a local agency that begin on the same calendar day.

(b) For the purposes of this section, both of the following definitions apply:

(1) “Eligible multijurisdictional body” means a multijurisdictional board, commission, or advisory body of a multijurisdictional, cross-county agency, the membership of which board, commission, or advisory body is appointed,

and the board, commission, or advisory body is otherwise subject to this chapter.

(2) “Multijurisdictional” means either of the following:

(A) A legislative body that includes representatives from more than one county, city, city and county, or special district.

(B) A legislative body of a joint powers entity formed pursuant to an agreement entered into in accordance with Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 16. Section 54954.2 of the Government Code, as amended by Section 92 of Chapter 131 of the Statutes of 2023, is amended to read:

54954.2. (a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda that meets all of the following requirements:

(A) The agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words.

(B) The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public and on the local agency’s internet website, if the local agency has one.

(C) (i) If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(ii) The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

(2) For a meeting occurring on and after January 1, 2019, of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website, the following provisions shall apply:

(A) An online posting of an agenda shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state that is accessible through a prominent, direct link to the current agenda. The direct link to the agenda shall not be in a contextual menu; however, a link in addition to the direct link to the agenda may be accessible through a contextual menu.

(B) An online posting of an agenda, including, but not limited to, an agenda posted in an integrated agenda management platform, shall be posted in an open format that meets all of the following requirements:

(i) Retrievable, downloadable, indexable, and electronically searchable by commonly used internet search applications.

- (ii) Platform independent and machine readable.
- (iii) Available to the public free of charge and without any restriction that would impede the reuse or redistribution of the agenda.

(C) A legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website and an integrated agenda management platform shall not be required to comply with subparagraph (A) if all of the following are met:

(i) A direct link to the integrated agenda management platform shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state. The direct link to the integrated agenda management platform shall not be in a contextual menu. When a person clicks on the direct link to the integrated agenda management platform, the direct link shall take the person directly to an internet website with the agendas of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state.

(ii) The integrated agenda management platform may contain the prior agendas of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state for all meetings occurring on or after January 1, 2019.

(iii) The current agenda of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state shall be the first agenda available at the top of the integrated agenda management platform.

(iv) All agendas posted in the integrated agenda management platform shall comply with the requirements in clauses (i), (ii), and (iii) of subparagraph (B).

(D) The provisions of this paragraph shall not apply to a political subdivision of a local agency that was established by the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state.

(E) For purposes of this paragraph, both of the following definitions apply:

(1) “Integrated agenda management platform” means an internet website of a city, county, city and county, special district, school district, or political subdivision established by the state dedicated to providing the entirety of the agenda information for the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state to the public.

(2) “Legislative body” means a legislative body that meets the definition of subdivision (a) of Section 54952.

(3) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification,

make a brief announcement, or make a brief report on their own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(c) This section is necessary to implement and reasonably within the scope of paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(d) For purposes of subdivision (a), the requirement that the agenda be posted on the local agency's internet website, if the local agency has one, shall only apply to a legislative body that meets either of the following standards:

(1) A legislative body as that term is defined by subdivision (a) of Section 54952.

(2) A legislative body as that term is defined by subdivision (b) of Section 54952, if the members of the legislative body are compensated for their appearance, and if one or more of the members of the legislative body are also members of a legislative body as that term is defined by subdivision (a) of Section 54952.

SEC. 17. Section 54954.3 of the Government Code is amended to read:

54954.3. (a) (1) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2.

(2) (A) Notwithstanding paragraph (1), the agenda need not provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, composed

exclusively of members of the legislative body, at a public meeting wherein all interested members of the public were afforded the opportunity to address the committee on the item, before or during the committee's consideration of the item.

(B) Subparagraph (A) shall not apply if any of the following conditions are met:

(i) The item has been substantially changed since the committee heard the item, as determined by the legislative body.

(ii) When considering the item, a quorum of the committee members did not participate from a singular physical location, that was clearly identified on the agenda, open to the public, and situated within the boundaries of the territory over which the local agency exercises jurisdiction.

(iii) The committee has primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals. This clause shall not apply to an item if the local agency has adopted a law applicable to the meeting of the committee at which the item that was considered prohibits the committee from placing a limit on the total amount of time for public comment on the item.

(3) Every notice for a special meeting shall provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item.

(b) (1) The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.

(2) Notwithstanding paragraph (1), when the legislative body of a local agency limits time for public comment, the legislative body of a local agency shall provide at least twice the allotted time to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the legislative body of a local agency.

(3) Paragraph (2) shall not apply if the legislative body of a local agency utilizes simultaneous translation equipment in a manner that allows the legislative body of a local agency to hear the translated public testimony simultaneously.

(c) The legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body. Nothing in this subdivision shall confer any privilege or protection for expression beyond that otherwise provided by law.

SEC. 18. Section 54956 of the Government Code is amended to read:

54956. (a) (1) A special meeting may be called at any time by the presiding officer of the legislative body of a local agency, or by a majority

of the members of the legislative body, by delivering written notice to each member of the legislative body and to each local newspaper of general circulation and radio or television station requesting notice in writing and posting a notice on the local agency's internet website, if the local agency has one. The notice shall be delivered personally or by any other means and shall be received at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the legislative body. The written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the clerk or secretary of the legislative body a written waiver of notice. The waiver may be given by telephone or electronic mail. The written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes.

(2) The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.

(b) Notwithstanding any other law, a legislative body shall not call a special meeting regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits, of the legislative body or of a local agency executive, as defined in subdivision (d) of Section 3511.1. However, this subdivision does not apply to a local agency calling a special meeting to discuss the local agency's budget.

SEC. 19. Section 54956.5 of the Government Code is amended to read:

54956.5. (a) For purposes of this section, "emergency situation" means both of the following:

(1) An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body.

(2) A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a legislative body to provide one-hour notice before holding an emergency meeting under this section may endanger the public health, safety, or both, as determined by a majority of the members of the legislative body.

(b) (1) Subject to paragraph (2), in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, a legislative body may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement of Section 54956 or both of the notice and posting requirements.

(2) Each local newspaper of general circulation and radio or television station that has requested notice of special meetings pursuant to Section 54956 shall be notified by the presiding officer of the legislative body, or designee thereof, one hour prior to the emergency meeting, or, in the case of a dire emergency, at or near the time that the presiding officer or designee notifies the members of the legislative body of the emergency meeting.

(A) Except as provided in subparagraph (B), the notice required by this paragraph shall be given by telephone and all telephone numbers provided in the most recent request of a newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements of this paragraph shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(B) For an emergency meeting held pursuant to this section, the presiding officer of the legislative body, or designee thereof, may send the notifications required by this paragraph by email instead of by telephone, as provided in subparagraph (A), to all local newspapers of general circulation, and radio or television stations, that have requested those notifications by email, and all email addresses provided by representatives of those newspapers or stations shall be exhausted. In the event that internet services and telephone services are not functioning, the notice requirements of this paragraph shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(c) During a meeting held pursuant to this section, the legislative body may meet in closed session pursuant to Section 54957 if agreed to by a two-thirds vote of the members of the legislative body present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present.

(d) All special meeting requirements, as prescribed in Section 54956 shall be applicable to a meeting called pursuant to this section, with the exception of the 24-hour notice requirement.

(e) The minutes of a meeting called pursuant to this section, a list of persons who the presiding officer of the legislative body, or designee of the legislative body, notified or attempted to notify, a copy of the rollcall vote, and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

SEC. 20. Section 54957.6 of the Government Code is amended to read:

54957.6. (a) Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation, subject to all of the following conditions:

(1) Prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies its designated representatives.

(2) The closed session shall be for the purpose of reviewing its position and instructing the local agency's designated representatives.

(3) The closed session may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees.

(4) Any closed session with the local agency's designated representative regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits may include discussion of an agency's available funds and funding priorities, but only insofar as these discussions relate to providing instructions to the local agency's designated representative.

(5) The closed session shall not include final action on the proposed compensation of one or more unrepresented employees.

(6) For the purposes enumerated in this section, a legislative body of a local agency may also meet with a state conciliator who has intervened in the proceedings.

(b) For the purposes of this section, the term "employee" shall include an officer or an independent contractor who functions as an officer or an employee, but shall not include any elected official, member of a legislative body, or other independent contractors.

SEC. 21. Section 54957.9 of the Government Code is amended to read:

54957.9. In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of the meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the legislative body conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the legislative body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

SEC. 22. Section 54957.95 of the Government Code is amended to read:

54957.95. (a) (1) In addition to authority exercised pursuant to Sections 54954.3 and 54957.9, the presiding member of the legislative body conducting a meeting or their designee may remove, or cause the removal of, an individual for disrupting the meeting, including any teleconferenced meeting.

(2) Prior to removing an individual, the presiding member or their designee shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding member or their designee may then remove the individual if they do not promptly cease their disruptive behavior. This paragraph does not apply to any behavior described in subparagraph (B) of paragraph (1) of subdivision (b).

(b) As used in this section:

(1) "Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible

the orderly conduct of the meeting and includes, but is not limited to, one of the following:

(A) A failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law.

(B) Engaging in behavior that constitutes use of force or a true threat of force.

(2) “True threat of force” means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

SEC. 23. Section 54957.96 is added to the Government Code, to read:

54957.96. (a) The existing authority of a legislative body or its presiding officer to remove or limit participation by persons who engage in behavior that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, including existing limitations upon that authority, shall apply to members of the public participating in a meeting via a two-way telephonic service or a two-way audiovisual platform.

(b) For purposes of this section, the following definitions apply:

(1) “Two-way audiovisual platform” means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service. A two-way audiovisual platform may be structured to disable the use of video for the public participants.

(2) “Two-way telephonic service” means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

SEC. 24. The Legislature finds and declares that Section 4 of this act, which amends Section 54953 of, Section 5 of this act, which adds Section 54953.4 to, Sections 8 to 15, inclusive, of this act, which add Sections 54953.8 to 54953.8.7, respectively, to, Section 19 of this act, which amends Section 54956.5 of, Section 22 of this act, which amends Section 54957.95 of, and Section 23 of this act, which adds Section 54957.96 to, the Government Code, impose a limitation on the public’s right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(a) This act is necessary to provide opportunities for public participation in meetings of specified public agencies and to promote the recruitment and retention of members of those agencies.

(b) This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in meetings.

(c) This act is necessary to modernize the Ralph M. Brown Act to reflect recent technological changes that can promote greater public access to local officials.

(d) The exclusively virtual nature of the California Online Community College presents unique barriers to the requirements for an in-person quorum, a physical location for public participation, and certain accommodations. Participating students of the online community college come from all across the state and necessitating travel for these requirements would pose a significant and exclusionary barrier.

SEC. 25. The Legislature finds and declares that Sections 1 and 2 of this act, which amend and repeal Section 54952.2, respectively, of, Section 3 of this act, which amends Section 54952.7 of, Section 4 of this act, which amends Section 54953 of, Section 5 of this act, which adds Section 54953.4 to, Section 6 of this act, which amends Section 54953.5 of, Section 7 of this act, which amends Section 54953.7 of, Sections 8 to 15, inclusive, of this act, which add Sections 54953.8 to 54953.8.7, respectively, to, Section 16 of this act, which amends Section 54954.2 of, Section 17 of this act, which amends Section 54954.3 of, Section 18 of this act, which amends Section 54956 of, Section 19 of this act, which amends Section 54956.5 of, Section 20 of this act, which amends Section 54957.6 of, Section 21 of this act, which amends Section 54957.9 of, Section 22 of this act, which amends Section 54957.95 of, and Section 23 of this act, which adds Section 54957.96 to, the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

(a) This act is necessary to provide opportunities for public participation in meetings of specified public agencies and to promote the recruitment and retention of members of those agencies.

(b) This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in meetings.

(c) This act is necessary to modernize the Ralph M. Brown Act to reflect recent technological changes that can promote greater public access to local officials.

(d) The exclusively virtual nature of the California Online Community College presents unique barriers to the requirements for an in-person quorum, a physical location for public participation, and certain accommodations. Participating students of the online community college come from all across the state and necessitating travel for these requirements would pose a significant and exclusionary barrier.

SEC. 26. The Legislature finds and declares that adequate public access to meetings is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this bill would apply to all cities, including charter cities.

SEC. 27. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs

that may be incurred by a local agency or school district under this act would result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

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