# REGULAR MEETING OF THE MILPITAS CITY COUNCIL

## AGENDA

**TUESDAY, MAY 19, 2026**
**CITY COUNCIL CHAMBER, 455 E. CALAVERAS BLVD, MILPITAS, CA**
**7:00 PM (PUBLIC BUSINESS)**

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

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

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

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

## PUBLIC COMMENT INSTRUCTIONS

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

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

https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_E_5o4-21QISQ5eJ88pLkpA

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** (7:00 PM)

**PLEDGE OF ALLEGIANCE**

**INVOCATION** (Mayor Montano)

**PRESENTATIONS**

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

**PUBLIC FORUM**

**Members of the public are invited to speak on any item that does not appear on today's agenda. Comments will be limited to three minutes or less at the Mayor's discretion. When called to speak, you are encouraged to state your name for the record. As an item not listed on the agenda, no action can be taken, however the City Council may instruct the City Manager to place the item on a future meeting agenda.**

**ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS**

**READING OF THE CITY COUNCIL CODE OF CONDUCT**

**APPROVAL OF AGENDA**

**CONSENT CALENDAR**

**Consent calendar items are considered to be routine and will be considered for adoption by one motion. There will be no separate discussion of these items unless a City Councilmember, member of the audience or staff requests the Council to remove an item from (or be added to) the consent calendar. Any person desiring to speak on any item on the consent calendar should ask to have that item removed from the consent calendar.**

**C1. Receive City Council Calendar of Meetings (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Recommendation: Receive City Council Calendar of Meetings for May and June 2026.

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

Recommendation: Approve City Council Meeting minutes of May 5, 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 a Commission Term Realignment Framework for Quarterly Appointment Cycles (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3005)**

Recommendation: Approve a Commission Term Realignment Framework as described in the agenda report establishing quarterly appointment cycles for City commissions and direct staff to implement the framework through future recruitment and appointment processes.

**C6. Authorize the City Manager, or Designee, to Execute an Agreement with the City of San José for Minimum Wage Enforcement Services, Retroactive to July 1, 2025 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Recommendation: Authorize the City Manager, or designee, to execute an Agreement with the City of San José for Minimum Wage Enforcement Services, retroactive to July 1, 2025, in an amount not to exceed $75,000, and to exercise one two-year option extension through June 30, 2030, at an additional cost not to exceed $50,000, subject to satisfactory contractor performance and City Council appropriation of funds for the applicable fiscal years.

**C7. Adopt a Resolution Releasing Unclaimed Checks and Unclaimed Credit with a Value Less than $15 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Recommendation: Adopt a resolution authorizing the transfer to the General Fund of $195.25 in unclaimed checks and $10.00 in unclaimed recreation credit, in the aggregate amount of $205.25, in accordance with City of Milpitas Standard Operating Procedure No. 26-1 and California Government Code Section 50055.

**C8. Approve Accounts Receivable Write-offs for the Fiscal Year Ending June 30, 2026 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)**

Recommendation: Approve the Accounts Receivable write-offs for the Fiscal Year ending June 30, 2026.

**C9. Authorize the City Manager, or Designee, to Negotiate and Execute Purchase Orders with L.N. Curtis and Sons for Fire Department Equipment and Supplies (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Jason Schoonover, Fire Chief, 408-586-2811)**

Recommendation: Authorize the City Manager, or designee, to negotiate and execute three purchase orders with L.N. Curtis and Sons for (1) personal protective equipment (PPE) with a maximum compensation of $500,000; (2) self-contained breathing apparatus (SCBA) equipment with a maximum compensation of $100,000; and (3) miscellaneous firefighting equipment and rescue tools, including related supplies and accessories, with a maximum compensation of $900,000, each for a five-year term and subject to the appropriation of funds.

**C10. Receive an Update and Approve Actions Related to the Recruitment of Public Works Division Manager – Utilities (Staff Contact: Kelli Parmley, Human Resources Director, 408-586-3086; and Christian DiRenzo, Public Works, 408-586-2603)**

Recommendation: (1) Authorize the Acting City Manager to:(a) Provide a one-time sign-on bonus in the amount of $10,000 for the currently vacant position of Public Works Division Manager – Utilities and to execute any administrative guidelines as required to implement the bonus; and (2) Authorize the Acting City Manager, or designee, to negotiate and execute a second amendment to the agreement with waterTALENT, LLC increasing the compensation by $126,800 for a revised total not to exceed amount of $321,800.

**C11. Adopt a Resolution to Approve Project Plans and Specifications, Award Construction Contract to Casey Construction, Inc. for the Forcemain-B Air Release Valves Replacement Project, CIP No. 6124 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: Adopt a resolution to (1) Approve the project plans and specifications; (2) Award the construction contract to Casey Construction, Inc., the lowest responsible bidder submitting a responsive bid, in the amount of $333,000; (3) Authorize the City Manager, or designee, to execute the construction contract with Casey Construction, Inc.; and (4) Establish a construction contingency of $67,000 (20% of the contract value) and authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed $67,000 for the Forcemain-B Air Release Valves Replacement Project, CIP No. 6124.

**C12. Authorize the City Manager, or Designee, to Negotiate and Execute Agreements with Life Extension Clinics, Inc. for Annual Physical Exams and Related Services and with Emergency Physicians Associates San Jose PC for Medical Advisor for Emergency Medical Services (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Jason Schoonover, Fire Chief, 408-586-2811)**

Recommendation: Authorize the City Manager, or designee, to negotiate and execute (1) a Professional Services Agreement with Life Extension Clinics, Inc. for annual physical examinations and related services with a maximum compensation of $400,000; and (2) a Professional Services Agreement with Emergency Physicians Associates San José PC for emergency medical advisor services with a maximum compensation of $108,838, both of which are for a five-year term and subject to the appropriation of funds.

## 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.**

**13. Conduct a Public Hearing and Consider Adopting an Urgency Ordinance Adding a New Section to Title XIII, Chapter B.20 of the Milpitas Municipal Code to Create a Transit-Oriented Development Overlay Zoning District to Implement Senate Bill 79 Development Standards (Staff Contact: Jay Lee, Planning Director, 408-586-3073)**

Recommendation: Conduct a public hearing and determine that the urgency ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Government Code Section 65912.160(c)(2) and adopt an Urgency Ordinance adding a new section to Title XIII, Chapter B.20 of the Milpitas Municipal Code to create a Transit-Oriented Development Overlay (TOD) zoning district and regulations implementing Senate Bill 79 development standards (P-ZA26-0003) with immediate effect.

**14. Conduct a Public Hearing and Consider Introducing an Ordinance Adding a New Section to Title XIII, Chapter B.20 of the Milpitas Municipal Code to Create a Transit-Oriented Development Overlay Zoning District to Implement Senate Bill 79 Development Standards (Staff Contact: Jay Lee, Planning Director, 408-586-3073)**

Recommendation: Conduct a public hearing and determine that the ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Government Code Section 65912.160(c)(2) and introduce an Ordinance adding a new section to Title XIII, Chapter B.20 of the Milpitas Municipal Code to create a Transit-Oriented Development Overlay (-TOD) zoning district and regulations implementing Senate Bill 79 development standards (P-ZA26-0002).

**15. Adopt a Resolution Approving a Site Development Permit Amendment, Vesting Tentative Map, Conditional Use Permit Amendment, Density Bonus Permit, and Development Agreement for 109 Townhomes and 10 Accessory Dwelling Units at 1320 McCandless Dr. (Staff Contact: Jay Lee, Planning Director, 408-586-3077)**

Recommendation: (1) Consider the project to be categorically exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15182 (Residential Projects Pursuant to a Specific Plan); (2) Adopt a resolution approving Site Development Permit Amendment No. P-SA25-0002, Vesting Tentative Map No. P-TM26-0001, Conditional Use Permit Amendment No. P-UA25-0003, Density Bonus Permit No. P-DB26-0001, and Development Agreement No. P-DA26-0001, subject to the attached Conditions of Approval; (3) Waive reading beyond the title and Introduce an Ordinance approving a Development Agreement between the City of Milpitas and Fields CH Owner, LLC and Milpitas – District 2 Associates, LLC.

**16. Conduct a Public Hearing and Adopt a Resolution Confirming the Assessment and Ordering the Levy for the Landscaping and Lighting Maintenance Assessment District No. 95-1, McCarthy Ranch in Fiscal Year 2026-27 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: (1) Conduct a public hearing; and (2) adopt a resolution confirming the assessment and ordering the levy for Landscaping and Lighting Maintenance Assessment District No. 95-1, McCarthy Ranch in Fiscal Year 2026-27.

**17. Conduct a Public Hearing and Adopt a Resolution Confirming the Assessment and Ordering the Levy for the Landscaping and Lighting Maintenance Assessment District No. 98-1 - Sinclair Horizon in Fiscal Year 2026-27 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)**

Recommendation: (1) Open the public hearing, receive any comments, and move to close the hearing following any testimony, and (2) adopt a resolution confirming the assessment and ordering the levy for Landscaping and Lighting Maintenance Assessment District No. 98-1 - Sinclair Horizon in Fiscal Year 2026-27.

## LEADERSHIP AND SUPPORT SERVICES

**18. Adopt a Resolution Appointing a Permanent City Manager (Staff Contact: Christian M. Curtis, City Attorney, 408-586-3040)**

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

## ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

**Members of the City Council or City Manager may make brief announcements at this time. Members of the City Council may also suggest future agenda items. For future agenda items, the City Council shall not debate the topic or engage in discussion but shall simply state a "yes" or "no" as whether to move the item forward. If a majority of the City Council agrees to move the item forward, the City Manager shall place the item on a future agenda.**

## ADJOURNMENT

**KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE**

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions and other City agencies exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and City operations are open to the people's review. For more information on your rights under the Open Government Ordinance or to report a violation, contact the City Attorney's office at Milpitas City Hall, 455 E. Calaveras Blvd., Milpitas, CA 95035
e-mail: cao@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

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# Milpitas City Council Calendar
# May 2026

June 2026

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

May 2026

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# Milpitas City Council Calendar

## June 2026

July 2026

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| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---|---|---|---|---|---|---|
| | **1**<br>**7:00 PM**-Parks, Recreation & Cultural Resources Commission (EC) | **2**<br>**6:00 PM**-Closed Session<br>**7:00 PM**-City Council | **3**<br>**2:00 PM**-Santa Clara VTA Monthly Briefing - Northeast Group (CM) (Santa Clara)<br>**5:30 PM**-Veterans Commission (GB)<br>**7:00 PM**-Community Housing Commission (EC) | **4**<br>**5:30 PM**-Milpitas Chamber of Commerce Board (GB)<br>**5:30 PM**-Santa Clara VTA Board of Directors (CM) | **5** | **6** |
| **7** | **8**<br>**4:30 PM**-Economic Development and Trade Commission (WL) | **9** | **10**<br>**7:00 PM**-Silicon Valley Clean Energy Board of Directors (GB) (Sunnyvale)<br>**7:00 PM**-Planning Commission | **11**<br>**4:00 PM**-Treatment Plant Advisory Committee (CM) (San Jose)<br>**4:00 PM**-Santa Clara VTA Policy Advisory Committee (EC)<br>**6:00 PM**-Youth Advisory Commission (HL)<br>**7:00 PM**-Cities Assoc of SCC (CM) | **12** | **13** |
| **14** | **15**<br>**7:00 PM**-Science, Technology, and Innovation Commission (WL) | **16**<br>**5:00 PM**-Closed Session<br>**7:00 PM**-City Council | **17**<br>**4:00 PM**-City Council Finance Subcommittee (CM/EC)<br>**6:00 PM**-Energy and Environmental Sustainability Commission (EC) | **18**<br>**9:00 AM**-ABAG General Assembly Conference (HL)<br>**5:30 PM**-Measure F Oversight Committee | **19** | **20** |
| **21** | **22** | **23**<br>**1:30 PM**-Senior Advisory Commission (HL) | **24**<br>**5:30 PM**-Cities Assoc. of SCC - Recycling and Waste Reduction Commission (CM)<br>**7:00 PM**-Planning Commission | **25** | **26** | **27** |
| **28** | **29** | **30** | | | | |

# REGULAR MEETING OF THE MILPITAS CITY COUNCIL

## MINUTES

**TUESDAY, MAY 5, 2026**
**CITY COUNCIL CHAMBER, 455 E. CALAVERAS BLVD, MILPITAS, CA**

The City Council of the City of Milpitas convened in a [Regular/Special/Joint] Meeting of the Milpitas City Council, Housing Authority, and Successor Agency on May 5, 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 5:32 PM. Roll Call was taken by City Clerk Guzzetta.

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|---|---|
| PRESENT: | Mayor Montano, Vice Mayor Barbadillo (5:40 PM), Councilmember Chua, Councilmember Lam, Councilmember Lien |
| ABSENT: | None. |

## ADJOURN TO CLOSED SESSION

City Attorney Curtis briefed the City Council on the Closed Session items.

There being no public comments, the City Council adjourned to Closed Session at 5:33 PM.

### (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:

The City Council reconvened in open session at 7:30 PM.

City Attorney Curtis had nothing to report out.

**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

The City Council recited the Pledge of Allegiance.

## INVOCATION

Mayor Montano presented the invocation

## PRESENTATIONS

Mayor Montano, joined by the Milpitas City Council, presented proclamations in recognition of Older Americans Month, Building Safety Month, and Affordable Housing Month.

Economic Development Director Madison Nguyen presented on National Small Business Week, noting that over 90% of Milpitas businesses have 25 or fewer employees. A video featuring local small businesses was screened. Mayor Montano and the Council presented commendations to businesses that have operated in Milpitas for 40 or more years.

**Building Safety Month (Proclamation)**

**Older Americans Month (Proclamation)**

**Affordable Housing Month (Proclamation)**

**National Small Business Week**

## PUBLIC FORUM

There were the following public speakers:
1. Ed Ackerman
2. Nihira Patel & Bhavya Mehta
3. Pushti Mokani
4. Kamlesh R.
5. Joe Lowry
6. Kristy Aurora
7. Member of the Public
8. Santino Fortes
9. Nancy Santiago
10. Member of the Public

**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

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

Vice Mayor Barbadillo read the City Council Code of Conduct.

## APPROVAL OF AGENDA

Acting City Manager Hernandez asked to defer Item C8 to a future City Council meeting.

After discussion, motion: to defer Item C8 to a future City Council Meeting.

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

After discussion, motion: to approve the agenda.

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

## CONSENT CALENDAR

After discussion, motion: to approve the Consent Calendar, except Item C8 which was deferred to a future meeting.

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

**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.**

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

Received City Council Calendar of Meetings for May 2026.

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

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

Approved updating the name of the Science, Technology and Innovation Commission to the Technology Commission.

**6. 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)**

Waived the second reading and adopted **Ordinance No. 128.13** amending Chapter 14 Title I of the Milpitas Municipal Code to revise language relating to Mayor and City Council salaries.

**7. 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)**

Approved and authorized 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.

**8. 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)**

Deferred to a future City Council meeting.

**9. Adopt a Resolution to Accept the Improvements, and Authorize the City Engineer to File a Notice of Completion and Issue a Notice of Final Acceptance after the One-Year Warranty 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)**

(1) Adopted **Resolution No. 9503** 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.

**10. 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)**

Adopted **Resolution No. 9504** 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.

**11. 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)**

Adopted **Resolution No. 9505** 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)**

Conducted a public hearing and Adopted **Resolution No. 9506** approving the 2027-2031 Capital Improvement Program.

Motion/Second: Councilmember Chua / Councilmember Lien
Vote: 4-0-1 (Absent: Barbadillo)

CIP Manager Eam presented the report.

Vice Mayor Barbadillo left the meeting at 8:21 PM.

Mayor Montano opened the public hearing.

There were the following public speakers:
1. Mark Navarro

Mayor Montano closed the public hearing.

Councilmember Chua asked whether Delano Manongs Park, as a safety issue, should be treated with greater urgency and asked what immediate corrective action could be taken. Staff clarified that the CIP already included design funding for artificial turf conversion at Delano Manongs Park, but that this was a longer-term capital solution rather than an immediate field repair. Public Works Director Di Renzo explained the history of irrigation and drainage challenges at the site, the field's bowl-like condition, and

overuse preventing natural turf recovery. Recreation and Community Services Director Lorentzen said the City coordinated with the school district on field use and rest periods and did not overschedule the field on the City side because of its condition. Councilmember Chua requested an information memo outlining the near-term and long-term plan so the Council could respond to residents.

Councilmember Lam raised similar concerns about Hall Park and Murphy Park and asked staff to investigate muddy or uneven conditions there as well. Staff said they would review those fields and continue coordinating maintenance and scheduling.

Mayor Montano asked follow-up questions about park assessments, exterior building improvements, HVAC priorities, public art funding, the Metro subdistrict park, and Delano Manongs improvements. Staff explained that park conditions had been assessed through the parks master plan and could be recirculated to Council, and clarified several CIP line items, including public art implementation, building repainting priorities, sports center and fire station HVAC work, and amenities planned for future parks.

Councilmember Lien asked about the scale of unfunded infrastructure needs, particularly the amount required just to maintain existing assets, and asked about conditions and urgency for Fire Stations 1 and 3. Staff said Fire Station 3 had reached the end of its service life and that both stations had substantial unfunded needs. Councilmember Lien also asked about possible new revenue sources, and staff identified grants, developer impact fees, and possible financing tools such as bonds as options to address long-term capital shortfalls.

Councilmember Lam also asked for additional explanation of the roadway preservation program, and staff explained that the program would allow more proactive maintenance of neighborhood streets before deterioration became more expensive to address.

After discussion, motion: to adopt **Resolution No. 9506** approving the 2027-2031 Capital Improvement Program

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

**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)**

Finance Director Cofresí-Howe presented the report, joined by Budget Manager Vurich, and Human resources Director Parmley.

Mayor Montano opened the public hearing. There being no speakers, Mayor Montano closed the public hearing.

Councilmember Chua asked about reserve usage previously approved for labor agreements and confirmed that those funds had since been restored through year-end surplus. She also asked about the hiring freeze and whether recruitment activity was consistent with prior Council direction. Staff explained that the City had been using a strategic hiring review process under which each vacancy must be approved by the City Manager’s Office before recruitment proceeds. Councilmember Chua then identified several possible future budget items for consideration: potential additional funding for the

Ring doorbell initiative if demand exceeds available supply; waiving or reducing annual fees charged to participants in the community choir and band programs; and exploring a pilot “Care Solace” mental health and substance abuse referral service. Staff said they would research the latter further in advance of budget adoption. She also expressed personal interest in possibly expanding the law clerk internship concept.

Councilmember Lien asked staff to return later in the year with another vacancy update to see whether the vacancy rate had improved, and staff indicated they could return around August. He also asked about the purchasing agent reclassification, the law clerk internship, the elimination of the grant consulting retainer, and whether bringing more work in-house might reduce outside counsel costs. Staff explained the purchasing function was critical and had seen failed recruitments at the lower classification, making a reclassification necessary to attract qualified applicants. The City Attorney described the law clerk internship as a summer opportunity that supports office capacity and public-sector experience for law students. Assistant City Manager Cano explained that the City intended to discontinue only the general retainer portion of the grants consultant arrangement while preserving the ability to use grant-writing support on an as-needed basis.

Councilmember Lam asked whether overtime and merit increases were factored into the budget forecast; staff replied that both were included based on prior trends and compensation assumptions. He also asked follow-up questions about the injury navigation program, and staff explained that it supplements the workers’ compensation process by connecting injured public safety employees to specialized providers and potentially accelerating return-to-work timelines. He also asked about Milpitas Smart costs and whether fare revenue was factored into the analysis. Staff stated that the service cost approximately $90,000 to $110,000 per month, fare revenue was relatively limited, and significant outside funding would still be needed for long-term sustainability.

Mayor Montano asked follow-up questions about the cost and sustainability of Milpitas Smart and said the service was popular among seniors, students, and residents and should be sustained if possible. She also expressed support for expanding Milpitas Youth Force opportunities, saying that investing in youth jobs was important, and asked for future consideration of additional funding. She additionally asked for a status update and possible site visit regarding the proposed Main Street police/community office, indicating concern that currently budgeted funds might be insufficient.

Councilmember Lien concluded by commending staff for a disciplined budget presentation and said the City had made real progress but should remain vigilant as structural imbalances may return in coming years. No formal action was required on this item.

## COMMUNITY DEVELOPMENT

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

Principal Planner Van Hua presented the report.

There were no public speakers.

After a short discussion, motion: to adopt **Resolution No. 9507** to adopt the Innovation District Parks and Trails Master Plan.

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

## 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)**

City Clerk Guzzetta presented the report.

There were no public comments.

Motion: to 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)..

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

## ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Mayor Montano requested the following items be addressed by staff: scheduling a Main Street Subcommittee meeting with the Milpitas Historical Association; a status update on the Main Street entertainment zone; and a return to Council on the food pantry rental fee structure.

A consensus was received (4-0-1, Absent: Barbadillo) to direct staff to return to the City Council with a recommendation regarding transitioning the food pantry lease to a market rate model through the Housing Authority.

Councilmember Chua thanked the Economic Development team for organizing the "Doing Business with the City of Milpitas" workshop scheduled for May 6, 2026 at 9:30 AM at City Hall.

**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

Mayor Montano adjourned the meeting at 10:53 PM.

*The foregoing minutes were approved by the Milpitas City Council on _____.*

_____

*Suzanne Guzzetta*
*Milpitas City Clerk*

**TENTATIVE CITY COUNCIL AGENDA ITEM LIST**

*as of 05/12/2026*

**June 2, 2026** – Regular Meeting

**CLOSED SESSION**
- Labor Relations

**INVOCATION** (Councilmember Lam)

**PRESENTATION**
None.

**CONSENT CALENDAR**
1. Receive City Council calendar for June 2026 (City Clerk)
2. Approve City Council Meeting minutes of May 19, 2026 (City Clerk)
3. Preview list of items for June 16, 2026 (City Clerk)
4. Councilmember Request List (City Clerk)
5. Resolution Calling the Election (City Clerk)
6. Fiscal / Program Management (Finance)
7. Parks and Landscaping (Finance)
8. Authorize the Surplus of City Vehicles and Equipment (Finance)
9. Project Acceptance for Fire Station No. 1 Modular Building, Project No. 3465 (Public Works / Engineering)

**PUBLIC HEARING**
10. Operating Budget Adoption (Finance)
11. Weed Abatement (Fire)
12. Approve the 2026-2027 CDBG Annual Action Plan (Housing)
13. Sobrato Townhome Development at 600 Valley Way (Planning)

**COMMUNITY DEVELOPMENT**
14. RFP for Homeless Outreach and Showers (Housing)

**LEADERSHIP AND SUPPORT SERVICES**
15. Open Government Ordinance (City Attorney)

**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 | Return to the City Council with a recommendation regarding transitioning thefood pantry lease to a market rate model through the Housing Authority | Montano | 5/5/2026 | An update on this item will be included in the next quarterly prioritization update. |
| 2 | Consider prioritization of a formal, third-party staffing analysis for te 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. |
| 3 | 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. |
| 4 | 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. |
| 5 | 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. |
| 6 | 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. |
| 7 | 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. |
| 8 | 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 |
| 9 | Review the Council prioritization process | Chua | 11/18/2025 | An update on this item will be included in the next quarterly prioritization update. |
| 10 | 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. |
| 11 | Have a community forum on the Crown Castle Small Cell towers. | Montano | 11/18/2025 | Completed |
| 12 | Install debrillators on city properties | Barbadillo | 10/28/2025 | Completed |
| 13 | Place a billboard at the Sport Center to inform the community about events and activities | Montano | 10/21/2025 | Not prioritzed on 4/7/2026, will be removed from future lists. |
| 14 | Explore the creation of small parks in neighborhoods without them | Montano | 10/21/2025 | Not prioritzed 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:** |
| 15 | 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. |
| 16 | Consider shortening the name from Library and Education Advisory Commission to Library Commission | Montano | 3/3/2026 | Not prioritzed on 4/7/2026, will be removed from future lists. |
| 17 | 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. |

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:** |
| **18** | 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. |
| **19** | 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. |
| **20** | 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. |
| **21** | Increase the amount of funding for the ADU Permit Subsidy | Council | 4/1/2025 | This was funded and will be removed from future lists. |
| **22** | 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. |
| **23** | Add to the existing Strategic Land Acquisition Revenue Reserve | Council | | This was funded and will be removed from future lists. |
| **24** | 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. |
| **25** | 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. |
| **26** | 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. |
| **27** | 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. |
| **28** | Develop a project management informational memo. | Barbadillo | 4/1/2025 | An update on this item will be included in the next quarterly prioritization update. |
| **29** | 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. |
| **30** | 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. |
| **31** | 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. |
| **32** | 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. |
| **33** | 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. |
| **34** | 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. |
| **35** | 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. |
| **36** | 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. |
| **37** | 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. |
| **38** | 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. |
| **39** | 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. |
| **40** | 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. |
| **41** | 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. |
| **42** | 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. |
| **43** | Main Street International Festival | Lien | 10/3/2023 | 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:** |
| **44** | Pickleball Pilot Project | Chua | 2/28/2023 | An update on this item will be included in the next quarterly prioritization update. |
| **45** | Main Street Infrastructure Projects | Montano | 2/28/2023 | An update on this item will be included in the next quarterly prioritization update. |
| **46** | Main Street Flooding at Library | Chua | 2/28/2023 | An update on this item will be included in the next quarterly prioritization update. |
| **47** | 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. |
| **48** | 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. |
| **49** | 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. |
| **50** | 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. |
| **51** | 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 a Commission Term Realignment Framework for Quarterly Appointment Cycles (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3005)** |
| **Category:** | Consent Calendar-Leadership and Support Services |
| **Meeting Date:** | 5/19/2026 |
| **Recommendation:** | Approve a Commission Term Realignment Framework as described in this agenda report establishing quarterly appointment cycles for City commissions and direct staff to implement the framework through future recruitment and appointment processes. |

**BACKGROUND:**

The City of Milpitas maintains twelve commissions and one oversight committee that advise the City Council on a variety of policy and community matters. Historically, commissioner term end dates have been established based on when each body was originally created, resulting in recruitment and appointment cycles occurring throughout the calendar year. Over time, this has created staggered and inconsistent recruitment and appointment timelines across commissions.

To improve consistency, transparency, and administrative efficiency, the City Clerk's Office is proposing the implementation of a standardized quarterly commission term realignment framework for all commissions and the Measure F Oversight Committee. Under the proposed framework, commission terms would ultimately align to one of four quarterly appointment cycles in March, June, September, or December.

The proposed transition is administrative in nature and is not intended to alter the authority, structure, or composition of any commission. The proposal is intended to establish a more predictable appointment process for commissioners, applicants, staff liaisons, and the City Council.

The proposed realignment framework will not require changes to every commission's existing term cycle. Several commissions already substantially align with the proposed quarterly structure and would experience little to no operational change. The primary impacts would occur for commissions whose current term end dates fall outside the proposed quarterly appointment months the Community Housing Commission, Economic Development & Trade Commission, Technology Commission, Arts Commission, and Energy & Environmental Sustainability Commission.

The City Clerk's Office conducted outreach with Commission Staff Liaisons on January 29, 2026, regarding the proposed transition and implementation process. In addition, informational materials describing the proposed quarterly appointment framework were distributed to affected commissioners to provide advance notice of the proposed changes and solicit their feedback.

Under the proposed quarterly structure, appointments would generally occur at the second City Council meeting of the applicable appointment month. The City Clerk's Office would administratively maintain and publish annual recruitment and appointment calendars identifying anticipated recruitment windows, application review periods, and City Council appointment dates.

**ANALYSIS:**

The proposed quarterly commission term realignment framework is intended to standardize commissioner recruitment and appointment timing across all commissions and improve long-term administrative planning.

Currently, commission recruitment and appointments occur throughout the calendar year based on varying term expiration dates. This results in inconsistent recruitment schedules, off-cycle appointments, and increased administrative coordination for staff, applicants, and City Council.

Under the proposed framework, all commissions and the Measure F Oversight Committee would ultimately align to one of four quarterly appointment cycles:

| Quarter | Assigned Commissions |
|---|---|
| March | Economic Development & Trade Commission, Veterans Commission, Measure F Oversight Committee |
| June | Library & Education Advisory Commission, Parks, Recreation & Cultural Resources Commission, Public Safety & Emergency Preparedness Commission |
| September | Youth Advisory Commission, Arts Commission, Energy & Environmental Sustainability Commission |
| December | Community Housing Commission, Planning Commission, Technology Commission, Senior Advisory Commission |

The proposed implementation method is “realignment by attrition.” Under this approach:

- Current commissioners would continue serving their existing appointed terms.
- No currently seated commissioner would be removed early.
- Term end dates would transition gradually as terms naturally expire.
- The next appointment for a seat would align to the assigned quarterly cycle.

For example, if a commission currently has an April term end date but is assigned to the March quarterly cycle, the seated commissioner would continue serving through the existing April expiration date. The next appointment for that seat would then align to the March cycle.

In limited circumstances, the appointment for the next term may occur prior to the expiration of a seated commissioner’s current term to maintain the quarterly recruitment schedule. In these situations, the seated commissioner would continue serving through the end of the current term, and the new appointment would become effective immediately following expiration.

Once implemented, the quarterly realignment framework is anticipated to:

- Create more predictable recruitment cycles
- Improve transparency for applicants and commissioners
- Reduce off-cycle appointments
- Improve alignment with City Council agenda planning
- Allow publication of an annual recruitment and appointment calendar
- Streamline administrative tracking and commissioner onboarding

As part of implementation, the City Clerk’s Office intends to align commission recruitment periods with actual vacancy availability. Commissions without current or anticipated vacancies would not remain continuously open for applications throughout the year. Recruitment periods would instead be opened in coordination with upcoming vacancies during the applicable quarterly appointment cycle and unanticipated vacancies. This approach is intended to improve transparency for applicants, reduce inactive application pools, and better align recruitment efforts with anticipated appointment opportunities.

The City Clerk’s Office would manage the transition process, maintain recruitment and appointment calendars, coordinate with Commission Staff Liaisons, and monitor term alignments over time.

**POLICY ALTERNATIVE(S):**

**Alternative 1:** Maintain the current commission recruitment and appointment structure.

**Pros:**

- No implementation changes required.
- Existing commission term schedules remain unchanged.

**Cons:**

- Recruitment and appointments would continue occurring throughout the calendar year.
- Administrative tracking and coordination would remain inconsistent.
- Off-cycle appointments and irregular recruitment timelines would continue.
- Reduced predictability for applicants, commissioners, and staff.

**Reason for Not Recommending:** Staff does not recommend this alternative because it would continue the existing fragmented recruitment and appointment process and would not provide the long-term administrative consistency and transparency achieved through a standardized quarterly schedule.

**Alternative 2:**
Immediately realign all commission terms by adjusting current commissioner term end dates.

**Pros:**

- Achieves immediate quarterly alignment.
- Simplifies implementation timeline.

**Cons:**

- Would require seated commissioners to lose or gain up to one month on their current terms.
- Could create confusion regarding existing appointments.
- Creates greater disruption during implementation.

**Reason for Not Recommending:** Staff does not recommend this alternative because the proposed realignment-by-attrition approach achieves the same long-term alignment goals while minimizing impacts to currently seated commissioners.

## PROJECT SCHEDULE/KEY MILESTONES

| Milestone | Target Date | Status |
|---|---|---|
| Staff Liaison Kickoff Meeting | January 29, 2026 | Complete |
| Commission Outreach | February – May 2026 | In Progress |
| City Council Consideration | May 19, 2026 | Pending |
| Publish Recruitment Calendar | June 2026 | Forthcoming |
| Begin Quarterly Recruitment Cycle | July 2026 | Forthcoming |

## FISCAL IMPACT:

The proposed quarterly recruitment and appointment framework is administrative in nature and is not anticipated to have a significant fiscal impact.

Implementation would be managed by the City Clerk's Office using existing staffing and operational resources. Minor administrative costs associated with recruitment materials, public noticing, and calendar publication would be absorbed within existing departmental budgets.

## 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:** | **Authorize the City Manager, or Designee, to Execute an Agreement with the City of San José for Minimum Wage Enforcement Services, Retroactive to July 1, 2025 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)** |
| **Category:** | Consent Calendar-Leadership and Support Services |
| **Meeting Date:** | 5/19/2026 |
| **Recommendation:** | Authorize the City Manager, or designee, to execute an Agreement with the City of San José for Minimum Wage Enforcement Services, retroactive to July 1, 2025, in an amount not to exceed $75,000, and to exercise one two-year option extension through June 30, 2030, at an additional cost not to exceed $50,000, subject to satisfactory contractor performance and City Council appropriation of funds for the applicable fiscal years. |

**BACKGROUND:**

On February 21, 2017, the City Council adopted Ordinance No. 292 (Ordinance), adding Chapter 31 (Minimum Wage) to Title III of the Milpitas Municipal Code (MMC). The Ordinance established a City-wide minimum wage applicable to all employers subject to City business license requirements or maintaining a business facility within City limits, covering any employee who performs at least two hours of work per week within the geographic boundaries of Milpitas.

The Ordinance established a phased minimum wage schedule beginning at $11.00 per hour effective July 1, 2017, and rising to $15.00 per hour effective July 1, 2019. The Ordinance also provided for automatic annual Consumer Price Index (CPI)-based adjustments each July 1 thereafter, not to exceed 5%, or the State minimum wage, whichever is greater (MMC Section III-31-4.00).

MMC Section III-31-9.00 authorizes the City to coordinate implementation and enforcement of the Ordinance and to designate an agency to administer its terms. Consistent with this authority, and as recognized in the definition of "City" under MMC Section III-31-3.00(a), the City entered into an interagency agreement with the City of San José's Office of Equality Assurance (OEA) to administer and enforce the Ordinance on the City's behalf. San José's OEA was identified by name in the City's FY 2020–21 adopted budget for this purpose.

The original interagency agreement was executed effective July 1, 2020. In November 2022, the City exercised its option to extend the agreement through June 30, 2025, at a not-to-exceed amount of $30,000 for the two-year option period. That agreement expired on June 30, 2025.

**ANALYSIS:**

Staff has negotiated a new three-year Agreement with the City of San José for the continued provision of Minimum Wage Enforcement Services. The proposed Agreement covers the period July 1, 2025 through June 30, 2028 (Initial Term) at a fixed annual fee of $25,000 per fiscal year, for a total Initial Term not-to-exceed amount of $75,000. The Agreement also provides the City with an option to extend for an additional two-year term (July 1, 2028 – June 30, 2030) at $25,000 per year, for a maximum Option Term cost of $50,000. The combined not-to-exceed amount for the full Agreement, including the Option Term, is $125,000. Exercise of the Option Term is contingent upon satisfactory contractor performance during the Initial Term and the appropriation of funds by the City Council.

Under the proposed Agreement, San José's OEA will provide the following services on the City's behalf:

- General and research-based telephone and written inquiries regarding the City's Minimum Wage Ordinance;
- Complaint intake, including preparation and service of written notices of complaint and requests for documentation from employers;
- Workplace site visits and worker interviews as directed by the City;
- Determination of whether violations have occurred, calculation of back wages owed, and issuance of notices of violation as directed by the City;
- Hearing and adjudication support, including testimony at City administrative hearings and court proceedings upon request;
- Annual minimum wage rate updates each March, including notification to the City and transmission of updated outreach materials in multiple languages; and
- Quarterly reports summarizing complaints, violations, employees affected, wages restituted, and penalties assessed.

Both parties are self-insured pursuant to Government Code Section 990.4 and Labor Code Section 3700. The Agreement may be terminated by either party for cause upon 30 days' written notice, or without cause upon 30 days' notice. The City may also terminate annually on June 30 in the event the City Council does not appropriate funding for the following fiscal year.

San José's OEA has performed satisfactorily under prior agreements, and staff recommends continuing this arrangement, which provides the City with experienced, dedicated enforcement capacity at a fixed and predictable annual cost.

Finalization of the Agreement terms required an extended period of negotiation between the parties, and execution was not completed prior to the July 1, 2025 commencement date. San José's OEA has continued to provide services to the City during the intervening period. This action retroactively authorizes the Agreement effective July 1, 2025, ensuring that the services rendered to date are covered under a duly authorized contract.

**POLICY ALTERNATIVE(S):**

**Alternative 1:** Direct City enforcement of the Minimum Wage Ordinance using City staff.

Pros: Eliminates reliance on an interagency agreement; direct oversight of enforcement activities.

Cons: Would require the City to recruit, train, and retain dedicated enforcement personnel and develop independent investigative and outreach infrastructure, at a cost likely to significantly exceed the $25,000 annual contract fee. The City currently has no such capacity in place.

Reason for Not Recommending: San José's OEA provides a proven, cost-effective enforcement model. Building equivalent in-house capacity would be more costly, time-consuming, and operationally complex.

**PROJECT SCHEDULE/KEY MILESTONES**

| Milestone | Target Date | Status |
|---|---|---|
| Prior Agreement expired | June 30, 2025 | Complete |
| New Agreement negotiated with City of San José | April 2025 | Complete |
| City Council retroactive authorization | May 5, 2026 | Pending |
| City Manager executes Agreement (retroactive to July 1, 2025) | May 2026 | Pending |
| Agreement commencement (retroactive) | July 1, 2025 | In Progress |
| Initial Term expiration | June 30, 2028 | Forthcoming |
| Option Term notice deadline (if exercised) | January 30, 2028 | Forthcoming |

**FISCAL IMPACT:**
The fixed annual cost of $25,000 is budgeted in the Finance Department's operating budget. Funding for each fiscal year of the Agreement is subject to annual appropriation by the City Council. There is no impact to the General Fund reserve. The table below summarizes the cost by fiscal year.

| Fiscal Year | Annual Cost | Cumulative Total |
|---|---|---|
| FY 2025–26 (Initial Term, Year 1) | $25,000 | $25,000 |
| FY 2026–27 (Initial Term, Year 2) | $25,000 | $50,000 |
| FY 2027–28 (Initial Term, Year 3) | $25,000 | $75,000 |
| FY 2028–29 (Option Term, Year 1)* | $25,000 | $100,000 |
| FY 2029–30 (Option Term, Year 2)* | $25,000 | $125,000 |
| ** Option Term costs are contingent upon City Council appropriation and exercise of the option.* | | |

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**
This item is not a project under the California Environmental Quality Act (CEQA) Guideline 15378(b). The authorization of an interagency services agreement for minimum wage enforcement is an organizational or administrative activity that does not directly result in a physical change to the environment.

**ATTACHMENT(S):**
N/A

# CITY OF MILPITAS
# AGENDA REPORT
# (AR)

| | |
|---|---|
| **Item Title:** | **Adopt a Resolution Releasing Unclaimed Checks and Unclaimed Credit with a Value Less than $15 in the Aggregate Amount of $205.25 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)** |
| **Category:** | Consent Calendar-Leadership and Support Services |
| **Meeting Date:** | 5/19/2026 |
| **Recommendation** | Adopt a resolution authorizing the transfer to the General Fund of $195.25 in unclaimed checks and $10.00 in unclaimed recreation credit, in the aggregate amount of $205.25, in accordance with City of Milpitas Standard Operating Procedure No. 26-1 and California Government Code Section 50055. |

**BACKGROUND:**

California Government Code Section 50055 authorizes a local agency to transfer to its General Fund any money that has remained unclaimed for more than one year, provided each individual amount is less than $15 (or in any amount if the depositor's name is unknown). The transfer requires authorization by the City Council.

The City Standard Operating Procedure (SOP) No. 26-1 implements this statutory authority. The SOP establishes the process for identifying eligible unclaimed checks and credits, documenting them, and presenting them to Council for release. Unclaimed amounts typically arise when refund checks are not cashed by the payee or when account credits remain on customer accounts after the underlying activity has concluded.

**ANALYSIS:**

The City has identified 20 unclaimed checks totaling $195.25 and one unclaimed recreation credit of $10.00, for an aggregate amount of $205.25. Each item is less than $15 and has remained unclaimed for more than one year, satisfying the criteria established under SOP No. 26-1 and California Government Code Section 50055.

The underlying transactions relate to refunds of business license overpayments, utility account balances, permit fee overpayments, and recreation activity fees for classes offered by the Recreation and Community Services Department. All items are listed in Exhibit A of the attached Resolution, with issuances dated no later than February 2025.

Consistent with SOP No. 26-1, staff recommends the City Council adopt the attached Resolution authorizing the transfer of these unclaimed checks and credit to the General Fund.

**POLICY ALTERNATIVE(S):**

**Alternative 1: Do not adopt the Resolution and retain the unclaimed checks and credit in the City's liability accounts.**

Pros: None.

Cons: The City would not exercise its statutory authority under Government Code Section 50055 to clear these items. The funds would continue to be carried in liability accounts, requiring ongoing tracking and reconciliation by Finance staff for items that have remained unclaimed for more than one year.

Reason for Not Recommending: SOP No. 26-1 establishes a periodic release process to keep the City's books current and to exercise the authority granted by State law. Deferring this routine clean-up provides no offsetting benefit and is inconsistent with the City's adopted procedure.

**FISCAL IMPACT:**
The recommended action will increase General Fund revenues by $205.25 in FY 2025-26.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**
This item is not a project under the California Environmental Quality Act (CEQA) Guideline 15378(b)

**ATTACHMENT(S):**
(a) Resolution
(b) Exhibit A to the Resolution – Finance Operation Accounts Unclaimed Checks of less than $15 and one year or older

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS RELEASING UNCLAIMED CHECKS AND CREDIT TO THE GENERAL FUND**

**WHEREAS**, the unclaimed checks and recreation credit listed on **Exhibit A** attached hereto have been outstanding and unclaimed for more than one year; and

**WHEREAS**, each item on **Exhibit A** is in an amount of less than $15; and

**WHEREAS,** California Government Code Section 50055 authorizes the legislative body of a local agency to transfer to the General Fund individual items of less than $15 (or any amount if the depositor's name is unknown) that have remained unclaimed for more than one year; and

**WHEREAS,** the City of Milpitas Standard Operating Procedure No. 26-1 implements this statutory authority and establishes the process for the periodic release of such items.

**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 unclaimed checks totaling $195.25 and the unclaimed recreation credit of $10.00 listed in **Exhibit A**, in the aggregate amount of $205.25, are hereby released and shall be transferred to the General Fund in FY 2025-26, in accordance with Section 50055 of the California Government Code.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

_____
Christian M. Curtis, City Attorney

# Exhibit A

## UNCLAIMED CHECKS

- Amount Less Than $15.00
- No Later than February 2025

| Check No. | Date | Amount |
|---|---|---|
| 418924 | 8/23/2024 | 13.75 |
| 416851 | 5/3/2024 | 12.50 |
| 417756 | 6/21/2024 | 12.50 |
| 417758 | 6/21/2024 | 12.50 |
| 418917 | 8/23/2024 | 12.50 |
| 420311 | 11/15/2024 | 12.50 |
| 419104 | 8/30/2024 | 11.00 |
| 419141 | 8/30/2024 | 11.00 |
| 419161 | 8/30/2024 | 11.00 |
| 419303 | 9/13/2024 | 10.29 |
| 416845 | 5/3/2024 | 10.00 |
| 421603 | 2/14/2025 | 10.00 |
| 417478 | 6/7/2024 | 9.37 |
| 415911 | 3/8/2024 | 8.94 |
| 418923 | 8/23/2024 | 8.75 |
| 416844 | 5/3/2024 | 8.00 |
| 418915 | 8/23/2024 | 8.00 |
| 417766 | 6/21/2024 | 6.50 |
| 416921 | 5/3/2024 | 6.15 |
| | **TOTAL** | **$ 195.25** |

## UNCLAIMED CREDITS

- Amount Less Than $15.00
- No Later than February 2025

| Recipt No. | Date | Amount |
|---|---|---|
| 2034762.002 | Jul 30, 2024 | $10.00 |
| | | **$ 10.00** |
| | Total Unclaimed Checks and Credit | **$ 205.25** |

# CITY OF MILPITAS
# AGENDA REPORT
# (AR)

| | |
|---|---|
| **Item Title:** | **Approve Accounts Receivable Write-offs for the Fiscal Year Ending June 30, 2026 (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111)** |
| **Category:** | Consent Calendar-Leadership and Support Services |
| **Meeting Date:** | 5/19/2026 |
| **Recommendation:** | Approve the Accounts Receivable write-offs for the Fiscal Year ending June 30, 2026. |

**BACKGROUND:**

As part of the Finance Department routine analysis of outstanding accounts receivable and the annual publication of the City's audited financial statements, staff reviews the City accounts receivable to identify payments outstanding for more than one year. These outstanding payments are considered for write-off if collection efforts have been unsuccessful. City activities taken to remind customers of overdue payments include internal billing notices, past due notices, phone calls, and referring outstanding balance(s) to an external collection agency, Collection Bureau of America (CBA).

City of Milpitas Municipal Code (MMC) I-5-3.00 *Write-off of Uncollectible Accounts* authorizes the City Manager and the Director of Finance, jointly,

> *"… to write off as uncollectible up to $50,000.00 in total annually (and up to $10,000.00 for any single account or claim) on all accounts or claims which the City may have against all persons when the City Manager and Director of Finance determine that the claim is:*
>
> a. Uncollectible;
> b. Possibly collectible but collection would not be reasonably cost-effective taking into consideration the probable necessary cost to the City in pursuing collection and the likelihood of collection; or
> c. Not a valid, enforceable claim of the City."

As the annual write-off amount is more than $50,000, staff seeks Council approval.

**ANALYSIS:**

This action proposes write-offs of accounts identified as uncollectible during the Finance Department's year-end aging review as of June 30, 2025. The corresponding write-off transactions will be recorded in the Tyler ERP system in FY 2025-26, prior to the close of the current fiscal year.

Staff recommends the attached listings of accounts receivable accounts to City Council for write-off approval. This report covers the period from July 1, 2024 to June 30, 2025. Attached are two accounts receivable lists: one for utility accounts (water and sewer) and the other for non-utility accounts that have remained unpaid for more than 12 months. The table below identifies accounts receivable categories, total amounts invoiced as of June 30, 2025, proposed write-off amounts and proposed write-off amount represented as a percent of total amounts invoiced.

| | Invoiced Amount | Proposed Write-Off Amounts | % of Invoiced Amount |
|---|---|---|---|
| Utility Accounts | $ 65,481,811 | 69,254 | 0.11% |
| Fire Annual Permit | 1,054,594 | 16,357 | 1.55% |
| False Alarm | 42,718 | 18,149 | 42.49% |
| Building Permits | 6,526,375 | 12,561 | 0.19% |
| **TOTAL** | **73,105,498** | **$ 116,321** | **0.16%** |

(*) Figures may not sum to totals due to rounding

It should be noted that during this period, the City achieved an overall collection rate of 99.84%. The proposed write-off of $116,321 is approximately 0.16% of all the amounts invoiced during the same period. It should further be noted that no individual account or claim in the proposed write-off exceeds the $10,000 per-account limit established by MMC I-5-3.00; the largest single account is $9,699 in the Utility Fund. City Council approval is required solely because the aggregate write-off total of $116,321 exceeds the $50,000 annual threshold.

Finance staff invoice and collect payments for all utility accounts as well as miscellaneous accounts receivable, which include private development jobs, fire permits, business licenses, retiree medical, and police and fire false alarms. Collection timelines are as follows:

- For utility accounts, in accordance with Senate Bill 998 *Discontinuance of Residential Water Service*, payment is due within 21 days of the bill date. A reminder notice is issued on day 23, a final notice on day 65, and a telephone call follows on day 73. The account is tagged for shut-off on day 80 and shut off on day 85, at which point the balance is referred to CBA. A customer whose account has been shut off and referred to collections must pay the outstanding balance in full before new utility service may be established, even if that balance has been written off.

- For miscellaneous accounts receivable, payment is due within 28 days of the invoice date. If unpaid, a reminder notice is issued on day 28 with payment due within 14 days. If still unpaid, a final notice is issued on day 42 with payment due within 7 days. Accounts remaining unpaid after the final notice are referred to the City's collection agency.

## POLICY ALTERNATIVE(S):

**Alternative 1: Decline the proposed accounts receivable write-offs**

Pros: None

Cons: Will not follow Generally Accepted Accounting Principles, thus overstating City financials.

Reason for Not Recommending: Carrying uncollectible accounts on the City's books overstates assets and revenue, contrary to GAAP. Failure to write off uncollectible accounts could result in an audit finding or qualification of the City's financial statements.

## PROJECT SCHEDULE/KEY MILESTONES

| Milestone | Target Date | Status |
|---|---|---|
| Accounts Receivable Aging Review | Quarter 1, FY 2025-26 | Complete |
| Collection Activities | Ongoing | Ongoing |
| City Council Approval | May 19, 2026 | Pending |
| Tyler ERP System Write-Off | June 30, 2026 | Forthcoming |

## FISCAL IMPACT:

Write-offs of $116,321 from the outstanding accounts receivable will reduce the full accrual fund balances of the General Fund by $47,067 and the Utility Funds by $69,254.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**
This item is not a Project under CEQA pursuant to Guideline 15378(b)(4), which excludes government fiscal activities that do not involve a commitment to any specific project that may result in a potentially significant physical impact on the environment.

**ATTACHMENT(S):**
(a) FY 2025-2026 Write-Off : Utility Bills
(b) FY 2025-2026 Write-Off : Miscellaneous Accounts Receivable

**FY 2025-2026 WRITE OFF**
**Utility Accounts Receivable**
**as of June 30, 2025**

| ACCOUNT # | CUSTOMER NAME | FINAL BILL DATE | AMOUNT | REASON |
|---|---|---|---|---|
| 2016660 | SUEH-RONG YANG | 07/01/24 | 25 | CLOSED ACCOUNT |
| 2053051 | KATRINA MAMUYAC | 09/16/24 | 49 | CLOSED ACCOUNT |
| 2022646 | SRINIVAS KOLA | 12/23/24 | 81 | CLOSED ACCOUNT |
| 2052026 | ENRIQUE ESTRADA | 09/02/24 | 87 | CLOSED ACCOUNT |
| 2048582 | MAJID BARGHI | 06/09/25 | 88 | CLOSED ACCOUNT |
| 2033177 | ZHANHONG ZHANG | 04/28/25 | 88 | CLOSED ACCOUNT |
| 2053088 | LMC MILPITAS HOLDINGS I LLC | 09/02/24 | 94 | BUSINESS CLOSED |
| 2052188 | CHRISTINE NGUYEN | 04/24/23 | 109 | CLOSED ACCOUNT |
| 2049552 | ISABELL NELSON | 10/07/24 | 119 | CLOSED ACCOUNT |
| 2014676 | THOMAS FOUTS | 08/05/24 | 123 | CLOSED ACCOUNT |
| 2053057 | CDC PROPERTY MANAGEMENT | 11/25/24 | 123 | BUSINESS CLOSED |
| 2052598 | ANTON ASPIRE MILPITAS 750 LLC | 01/13/25 | 127 | BUSINESS CLOSED |
| 2050230 | JIAZHENG LU | 01/13/25 | 129 | CLOSED ACCOUNT |
| 2053988 | GINGER WILLIAMS | 02/10/25 | 131 | CLOSED ACCOUNT |
| 2000945 | ERIC ORR | 07/22/24 | 132 | CLOSED ACCOUNT |
| 2019486 | KENNETH DAL-BUSCO | 03/17/25 | 132 | CLOSED ACCOUNT |
| 2049099 | CHRISTINE ROSALEJOS | 10/14/24 | 144 | CLOSED ACCOUNT |
| 2049529 | RHONDA WATTS | 09/09/24 | 167 | CLOSED ACCOUNT |
| 2052036 | ANGELINA MARTINEZ | 02/10/25 | 184 | CLOSED ACCOUNT |
| 2052923 | GERALDINE MEAN | 07/08/24 | 199 | CLOSED ACCOUNT |
| 2053463 | HOANG LE | 05/05/25 | 200 | CLOSED ACCOUNT |
| 2053554 | ARTI GURBAXANI | 03/03/25 | 200 | CLOSED ACCOUNT |
| 2053813 | MD S PROPERTY MANAGEMENT | 12/16/24 | 204 | CLOSED ACCOUNT |
| 2009859 | BELLA MARTIN | 03/10/25 | 205 | CLOSED ACCOUNT |
| 2052526 | ROBERT BELL | 07/29/24 | 209 | CLOSED ACCOUNT |
| 2053736 | DI LAN | 12/09/24 | 225 | CLOSED ACCOUNT |
| 2045234 | MING GOA LIANG | 01/13/25 | 228 | CLOSED ACCOUNT |
| 2052123 | ASHLEY GURAK | 08/19/24 | 243 | CLOSED ACCOUNT |
| 2053385 | ROSCELIA O'NEAL | 04/07/25 | 250 | CLOSED ACCOUNT |
| 2052483 | XAVIER GALARSA | 07/15/24 | 260 | CLOSED ACCOUNT |
| 2053842 | ANISH MULLAPUDI | 05/19/25 | 280 | CLOSED ACCOUNT |
| 2043129 | JUNVAN NGUYEN | 04/07/25 | 292 | CLOSED ACCOUNT |
| 2049862 | JON MILLON | 01/06/25 | 296 | CLOSED ACCOUNT |
| 2018429 | ANTHONY FOX | 04/21/25 | 307 | CLOSED ACCOUNT |
| 2042104 | JOHNNIE TAM | 08/19/24 | 312 | CLOSED ACCOUNT |
| 2046331 | EUROPEAN WAX CENTER | 08/05/24 | 320 | BUSINESS CLOSED |
| 2053663 | DOORSTEAD INC | 09/09/24 | 323 | CLOSED ACCOUNT |
| 2033907 | TU DO | 05/19/25 | 324 | CLOSED ACCOUNT |
| 2053888 | JAMES HAYES | 06/23/25 | 333 | CLOSED ACCOUNT |
| 2052657 | ANTON MILPITAS 730 LLC-ASCEND | 05/26/25 | 348 | BUSINESS CLOSED |
| 2053466 | BRANNY BRADSHAW | 06/16/25 | 353 | CLOSED ACCOUNT |
| 2050254 | MLBB HOT POT | 07/22/24 | 354 | BUSINESS CLOSED |
| 2053081 | ARTURO VIDANA | 03/24/25 | 354 | CLOSED ACCOUNT |
| 2047104 | JIFENG YU | 10/07/24 | 355 | CLOSED ACCOUNT |
| 2047157 | JACOB MATLY | 06/23/25 | 388 | CLOSED ACCOUNT |

**FY 2025-2026 WRITE OFF**
**Utility Accounts Receivable**
**as of June 30, 2025**

| ACCOUNT # | CUSTOMER NAME | FINAL BILL DATE | AMOUNT | REASON |
|---|---|---|---|---|
| 2053293 | JOHN SAGARAG | 08/12/24 | 389 | CLOSED ACCOUNT |
| 2053295 | KEVIN BROYLES | 03/10/25 | 389 | CLOSED ACCOUNT |
| 2051824 | LUIS GALLARDO | 10/28/24 | 408 | CLOSED ACCOUNT |
| 2052997 | RANDY LEPE | 01/13/25 | 417 | CLOSED ACCOUNT |
| 2053654 | GEOVANI SINGSON | 03/10/25 | 434 | CLOSED ACCOUNT |
| 2013020 | MARILYN VAN ENGER | 09/16/24 | 445 | CLOSED ACCOUNT |
| 2053227 | PARAADICE GUTIERREZ | 09/02/24 | 459 | CLOSED ACCOUNT |
| 2042628 | JEANETTE OROPEZA | 10/28/24 | 468 | CLOSED ACCOUNT |
| 2031204 | LIN CHAN | 09/30/24 | 474 | CLOSED ACCOUNT |
| 2007289 | GUSTAVO GARCIA | 08/12/24 | 506 | CLOSED ACCOUNT |
| 2048039 | JAY SHARMA | 10/07/24 | 514 | CLOSED ACCOUNT |
| 2048090 | PHO CONSTRUCTION | 01/27/25 | 516 | CLOSED ACCOUNT |
| 2047042 | MINH LE | 09/23/24 | 522 | CLOSED ACCOUNT |
| 2027279 | CHRISTINE EDERRA | 09/23/24 | 530 | CLOSED ACCOUNT |
| 2047426 | BRANDON DUNHAM | 10/14/24 | 544 | CLOSED ACCOUNT |
| 2014169 | BEN ADELMAN | 08/26/24 | 547 | CLOSED ACCOUNT |
| 2043701 | LETICIA MARTINEZ | 03/17/25 | 550 | CLOSED ACCOUNT |
| 2053924 | MARIANA MENDOZA | 03/17/25 | 555 | CLOSED ACCOUNT |
| 2051283 | CARLOS OLVERA | 04/07/25 | 557 | CLOSED ACCOUNT |
| 2050123 | EMMANUEL CABINIAN | 08/19/24 | 557 | CLOSED ACCOUNT |
| 2034288 | JUDI GUILFORD | 11/04/24 | 565 | CLOSED ACCOUNT |
| 2051073 | JOANN TRAN | 03/10/25 | 567 | CLOSED ACCOUNT |
| 2049763 | MARILOU SAMONT | 01/13/25 | 585 | CLOSED ACCOUNT |
| 2052282 | ALFRED DOMINGUEZ | 02/24/25 | 598 | CLOSED ACCOUNT |
| 2044761 | COLETTE BALONEY | 11/25/24 | 598 | CLOSED ACCOUNT |
| 2048777 | RICHARD GUERRA | 06/09/25 | 625 | CLOSED ACCOUNT |
| 2044291 | TRESSY COLLIE | 04/14/25 | 635 | CLOSED ACCOUNT |
| 2046226 | PRISCILLA RAMOS | 08/05/24 | 642 | CLOSED ACCOUNT |
| 2051176 | KURTIS KIDD | 10/14/24 | 693 | CLOSED ACCOUNT |
| 2048612 | JEFFREY ARBUCKLE | 01/13/25 | 693 | CLOSED ACCOUNT |
| 2027919 | LESLIE CALHOUN | 06/16/25 | 696 | CLOSED ACCOUNT |
| 2051853 | EDUARDO LICUDO | 04/14/25 | 701 | CLOSED ACCOUNT |
| 2043862 | ROSARIO APLAON | 02/17/25 | 713 | CLOSED ACCOUNT |
| 2036121 | JASON EDROSOLO | 02/17/25 | 725 | CLOSED ACCOUNT |
| 2038808 | HAZEL VALERA | 06/09/25 | 730 | CLOSED ACCOUNT |
| 2053777 | DANIELA PICO QUINTERO | 03/24/25 | 750 | CLOSED ACCOUNT |
| 2052754 | MARIA ALVARDO | 06/02/25 | 751 | CLOSED ACCOUNT |
| 2044792 | ROHLA DE CASTRO | 03/24/25 | 755 | CLOSED ACCOUNT |
| 2016884 | RICHARD STADNISKY | 05/19/25 | 757 | CLOSED ACCOUNT |
| 2053611 | SUZZI BOCCHINI | 02/10/25 | 774 | CLOSED ACCOUNT |
| 2001311 | RICHARD GUZICKI | 12/16/24 | 777 | CLOSED ACCOUNT |
| 2048821 | VINCENT LOPEZ | 12/09/24 | 783 | CLOSED ACCOUNT |
| 2050700 | EMILY OLIVO | 07/22/24 | 783 | CLOSED ACCOUNT |
| 2052029 | AARON B VALLE | 10/07/24 | 793 | CLOSED ACCOUNT |
| 2053392 | DANA GUTING | 11/25/24 | 834 | CLOSED ACCOUNT |

**FY 2025-2026 WRITE OFF**
**Utility Accounts Receivable**
**as of June 30, 2025**

| ACCOUNT # | CUSTOMER NAME | FINAL BILL DATE | AMOUNT | REASON |
|---|---|---|---|---|
| 2051968 | CRYSTAL RAMIREZ | 12/23/24 | 858 | CLOSED ACCOUNT |
| 2040713 | LEAH VENEGAS | 01/06/25 | 875 | CLOSED ACCOUNT |
| 2049751 | TANIDA PLAMINTR | 06/23/25 | 898 | CLOSED ACCOUNT |
| 2051987 | HAIKUN QIU | 06/23/25 | 944 | CLOSED ACCOUNT |
| 2018509 | AL FABRIS | 11/18/24 | 979 | CLOSED ACCOUNT |
| 2051602 | BEN MASTERS | 09/02/24 | 984 | CLOSED ACCOUNT |
| 2052304 | 9 SILVER LLC | 06/09/25 | 1,056 | CLOSED ACCOUNT |
| 2053313 | ANTHONY DIAZ | 10/14/24 | 1,159 | CLOSED ACCOUNT |
| 2053701 | REINA PADILLA | 02/24/25 | 1,159 | CLOSED ACCOUNT |
| 2051144 | ITALIAN RESTAURANT GROUP LLC | 02/10/25 | 1,528 | CLOSED ACCOUNT |
| 2052960 | OCEAN 9 BUFFET LLC | 06/09/25 | 1,976 | CLOSED ACCOUNT |
| 2052632 | RUTH FREGOSO | 12/23/24 | 2,035 | CLOSED ACCOUNT |
| 2052656 | ANTON MILPITAS 730 LLC-ASCEND | 05/26/25 | 2,159 | CLOSED ACCOUNT |
| 2031731 | PRECISION SWISS PRODUCTS | 01/20/25 | 2,838 | CLOSED ACCOUNT |
| 2051639 | BIG LOTS 4768 | 03/03/25 | 3,311 | CLOSED ACCOUNT |
| 2051095 | BIRYANIZ, INC. | 05/26/25 | 9,699 | CLOSED ACCOUNT |
| | **TOTAL AMOUNT** | | **$ 69,254** | |

**FY 2025-2026 WRITE OFF**
**Miscellaneous Accounts Receivable**
**as of June 30, 2025**

| INVOICE # | DATE | CUSTOMER NAME | CUSTOMER ID NUMBER | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|
| 210 | 12/13/24 | New King Egg Roll | 2489 | 1,029 | Fire Annual Permit |
| 39 | 12/13/24 | Ctc Property, Llc | 2498 | 1,725 | Fire Annual Permit |
| 38 | 12/13/24 | Ctc Property, Llc | 2498 | 697 | Fire Annual Permit |
| 211 | 12/13/24 | Apt. Complex (William Tran) | 2522 | 333 | Fire Annual Permit |
| 213 | 12/13/24 | Ragala Properties | 2539 | 333 | Fire Annual Permit |
| 40 | 12/13/24 | Ascend Apartments - Anton | 2568 | 3,717 | Fire Annual Permit |
| 186 | 12/13/24 | Nichols Sport Bikes | 2675 | 697 | Fire Annual Permit |
| 193 | 05/30/25 | Shabu Shabu Kiwami | 2710 | 333 | Fire Annual Permit |
| 194 | 05/30/25 | Jiang Nan Restaurant | 2711 | 1,029 | Fire Annual Permit |
| 195 | 05/30/25 | Hey Tea | 2712 | 333 | Fire Annual Permit |
| 197 | 05/30/25 | Chroma Ate | 2714 | 697 | Fire Annual Permit |
| 198 | 05/30/25 | The Little Gym | 2715 | 1,029 | Fire Annual Permit |
| 199 | 05/30/25 | Naans & Curries | 2716 | 333 | Fire Annual Permit |
| 200 | 06/27/25 | CHANDNI CHOWK | 2743 | 333 | Fire Annual Permit |
| 201 | 06/27/25 | ESCAPE CAMPERVAN | 2744 | 697 | Fire Annual Permit |
| 214 | 12/13/24 | Nelson, Peter | 2749 | 333 | Fire Annual Permit |
| 215 | 12/13/24 | Churchill, Margaret | 2750 | 1,328 | Fire Annual Permit |
| 241 | 03/07/25 | Bottomley Dist Co | 1021 | 1,383 | Fire Annual Permit |
| | | **Fire Annual Permit** | | **$ 16,357** | |
| 334 | 06/30/25 | BURLINGTON COAT FACTORY | 1003 | 789 | False Alarm |
| 333 | 06/30/25 | BURLINGTON COAT FACTORY | 1003 | 141 | False Alarm |
| 305 | 05/09/25 | BURLINGTON COAT FACTORY | 1003 | 28 | False Alarm |
| 278 | 04/25/25 | Kentucky Fried Chicken | 1013 | 141 | False Alarm |
| 249 | 09/27/24 | Kentucky Fried Chicken | 1013 | 85 | False Alarm |
| 250 | 09/27/24 | Red Lobster Restaurant | 1016 | 85 | False Alarm |
| 279 | 04/25/25 | Burger King | 1017 | 85 | False Alarm |
| 203 | 08/16/24 | Dave & Busters | 1039 | 900 | False Alarm |
| 280 | 04/25/25 | Romanos Macaroni Grill | 1047 | 169 | False Alarm |
| 270 | 03/07/25 | Romanos Macaroni Grill | 1047 | 113 | False Alarm |
| 271 | 03/07/25 | Dollar Tree Store | 1055 | 28 | False Alarm |
| 343 | 06/30/25 | Calaveras Family Dentistry | 1080 | 56 | False Alarm |
| 272 | 03/07/25 | Burger King #5270 | 1085 | 282 | False Alarm |
| 281 | 04/25/25 | Burger King #5270 | 1085 | 282 | False Alarm |
| 282 | 04/25/25 | Burger King #5270 | 1085 | 282 | False Alarm |
| 251 | 09/27/24 | Burger King #5270 | 1085 | 141 | False Alarm |
| 344 | 06/30/25 | Burger King #5270 | 1085 | 85 | False Alarm |
| 345 | 06/30/25 | Wells Fargo Bank 1 | 1087 | 28 | False Alarm |
| 284 | 04/25/25 | Beverages And More | 1102 | 141 | False Alarm |
| 285 | 04/25/25 | Merryhill School | 1124 | 55 | False Alarm |
| 260 | 11/15/24 | La Milpa Mexican Restaurant | 1160 | 28 | False Alarm |
| 252 | 09/27/24 | The Olive Garden Italian Rest | 1172 | 620 | False Alarm |
| 286 | 04/25/25 | The Olive Garden Italian Rest | 1172 | 620 | False Alarm |
| 287 | 04/25/25 | The Olive Garden Italian Rest | 1172 | 310 | False Alarm |
| 288 | 04/25/25 | The Olive Garden Italian Rest | 1172 | 310 | False Alarm |
| 350 | 06/30/25 | The Olive Garden Italian Rest | 1172 | 169 | False Alarm |
| 351 | 06/30/25 | The Olive Garden Italian Rest | 1172 | 113 | False Alarm |
| 311 | 05/09/25 | The Olive Garden Italian Rest | 1172 | 28 | False Alarm |
| 312 | 05/09/25 | The Olive Garden Italian Rest | 1172 | 28 | False Alarm |

**FY 2025-2026 WRITE OFF**
**Miscellaneous Accounts Receivable**
**as of June 30, 2025**

| INVOICE # | DATE | CUSTOMER NAME | CUSTOMER ID NUMBER | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|
| 359 | 06/30/25 | AT&T Mobility | 1213 | 902 | False Alarm |
| 357 | 06/30/25 | AT&T Mobility | 1213 | 310 | False Alarm |
| 358 | 06/30/25 | AT&T Mobility | 1213 | 310 | False Alarm |
| 289 | 04/25/25 | AT&T Mobility | 1213 | 169 | False Alarm |
| 313 | 05/09/25 | AT&T Mobility | 1213 | 56 | False Alarm |
| 204 | 09/06/24 | Essex Portfolio LP | 1215 | 900 | False Alarm |
| 205 | 10/18/24 | Essex Portfolio LP | 1215 | 900 | False Alarm |
| 207 | 01/24/25 | Essex Portfolio LP | 1215 | 900 | False Alarm |
| 208 | 05/16/25 | Essex Portfolio LP | 1215 | 900 | False Alarm |
| 360 | 06/30/25 | ADP Inc. | 1221 | 282 | False Alarm |
| 290 | 04/25/25 | ADP Inc. | 1221 | 169 | False Alarm |
| 253 | 09/27/24 | ADP Inc. | 1221 | 113 | False Alarm |
| 314 | 05/09/25 | ADP Inc. | 1221 | 28 | False Alarm |
| 361 | 06/30/25 | ADP Inc. | 1221 | 28 | False Alarm |
| 315 | 05/09/25 | Teledyne Lecory Inc | 1236 | 28 | False Alarm |
| 261 | 11/15/24 | Wellbound Of Milpitas | 1244 | 28 | False Alarm |
| 366 | 06/30/25 | N. Glantz And Sons | 1281 | 113 | False Alarm |
| 365 | 06/30/25 | N. Glantz And Sons | 1281 | 28 | False Alarm |
| 367 | 06/30/25 | N. Glantz And Sons | 1281 | 28 | False Alarm |
| 368 | 06/30/25 | N. Glantz And Sons | 1281 | 28 | False Alarm |
| 262 | 11/15/24 | Paris Baguette | 1330 | 85 | False Alarm |
| 291 | 04/25/25 | Sutter Health Walk In Care | 1333 | 169 | False Alarm |
| 273 | 03/07/25 | Sutter Health Walk In Care | 1333 | 28 | False Alarm |
| 373 | 06/30/25 | CRST Specialized | 1378 | 141 | False Alarm |
| 374 | 06/30/25 | CRST Specialized | 1378 | 85 | False Alarm |
| 319 | 05/09/25 | Divyash Patel | 1389 | 28 | False Alarm |
| 209 | 05/16/25 | H&M | 1405 | 300 | False Alarm |
| 376 | 06/30/25 | Satellite Healthcare Milpitas | 1440 | 28 | False Alarm |
| 202 | 07/19/24 | Milpitas Care Center | 1459 | 900 | False Alarm |
| 328 | 05/09/25 | Teazentea Milpitas, Inc | 1476 | 28 | False Alarm |
| 264 | 11/15/24 | Amrendra Kumar | 1570 | 28 | False Alarm |
| 265 | 11/15/24 | Anton Aspire Apartments | 1573 | 846 | False Alarm |
| 320 | 05/09/25 | BP Products North America Inc | 1599 | 28 | False Alarm |
| 378 | 06/30/25 | BP Products North America Inc | 1599 | 28 | False Alarm |
| 321 | 05/09/25 | Dieuchau Nguyen | 1640 | 28 | False Alarm |
| 383 | 06/30/25 | Dieuchau Nguyen | 1640 | 28 | False Alarm |
| 206 | 12/13/24 | Legoland Discovery Center San | 1749 | 900 | False Alarm |
| 266 | 11/15/24 | Red Bull Distribution Company | 1832 | 28 | False Alarm |
| 322 | 05/09/25 | Red Bull Distribution Company | 1832 | 28 | False Alarm |
| 386 | 06/30/25 | Santiago Quitevis | 1856 | 28 | False Alarm |
| 293 | 04/25/25 | The Best Sandwiches | 1898 | 28 | False Alarm |
| 324 | 05/09/25 | The Best Sandwiches | 1898 | 28 | False Alarm |
| 255 | 09/27/24 | The Rice House Llc | 1899 | 310 | False Alarm |
| 256 | 09/27/24 | Imran Akther | 1960 | 28 | False Alarm |
| 388 | 06/30/25 | High Connection Density | 2041 | 28 | False Alarm |
| 295 | 04/25/25 | Taste Good Beijing Cuisine | 2092 | 28 | False Alarm |
| 267 | 11/15/24 | TCT Circuit Supply | 2228 | 85 | False Alarm |
| 393 | 06/30/25 | Griffis South Bay Apartments | 2280 | 282 | False Alarm |
| 394 | 06/30/25 | Griffis South Bay Apartments | 2280 | 141 | False Alarm |

**FY 2025-2026 WRITE OFF**
**Miscellaneous Accounts Receivable**
**as of June 30, 2025**

| INVOICE # | DATE | CUSTOMER NAME | CUSTOMER ID NUMBER | | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 392 | 06/30/25 | Griffis South Bay Apartments | 2280 | | 85 | False Alarm |
| 329 | 05/09/25 | Sun Med Spa | 2320 | | 27 | False Alarm |
| 300 | 04/25/25 | California Pure Water | 2398 | | 169 | False Alarm |
| 330 | 05/09/25 | California Pure Water | 2398 | | 28 | False Alarm |
| 269 | 11/15/24 | Ponnada Soujanya | 2417 | | 28 | False Alarm |
| 258 | 09/27/24 | Vidya Shyamala | 2420 | | 282 | False Alarm |
| 259 | 09/27/24 | Imelda Zambada | 2422 | | 28 | False Alarm |
| 275 | 03/07/25 | Arco Landess | 2442 | | 28 | False Alarm |
| 276 | 03/07/25 | Blue Note Lounge | 2443 | | 28 | False Alarm |
| 303 | 04/25/25 | Puff City Smoke Shop | 2448 | | 28 | False Alarm |
| 395 | 06/30/25 | Puff City Smoke Shop | 2448 | | 28 | False Alarm |
| 396 | 06/30/25 | Puff City Smoke Shop | 2448 | | 28 | False Alarm |
| 397 | 06/30/25 | Supreme Housewares | 2451 | | 28 | False Alarm |
| 403 | 06/30/25 | Los Jefes Taqueria | 2667 | | 28 | False Alarm |
| 349 | 06/30/25 | LA MILPA MEXICAN RESTAURANT | 2766 | | 28 | False Alarm |
| 332 | 05/09/25 | UNIVERSAL ENTERPRISES USA INC | 2784 | | 28 | False Alarm |
| 401 | 06/30/25 | ARVIND KUMAR | 2805 | | 28 | False Alarm |
| 405 | 06/30/25 | PINOY BBQ | 2809 | | 28 | False Alarm |
| 407 | 06/30/25 | TIMBER SOMA MC LP | 2811 | | 28 | False Alarm |
| 410 | 06/30/25 | GIDEON AT THE FIELDS | 2814 | | 28 | False Alarm |
| 412 | 06/30/25 | RED DRAGON GIFT SHOP | 2816 | | 56 | False Alarm |
| | | **False Alarm** | | **$** | **18,149** | |
| 235 | 09/02/22 | Jian Li | 2429 | | 3,475 | Building Permits |
| 236 | 01/06/23 | Sea Wagyu House Milpitas LLC | 2432 | | 6,977 | Building Permits |
| 239 | 04/14/23 | Jagannath Sahoo | 2437 | | 2,109 | Building Permits |
| | | **Building Permits** | | **$** | **12,561** | |
| | | **OVERALL TOTAL** | | **$** | **47,067** | |

# CITY OF MILPITAS
# AGENDA REPORT
# (AR)

| | |
|---|---|
| **Item Title:** | **Authorize the City Manager, or Designee, to Negotiate and Execute Purchase Orders with L.N. Curtis and Sons for Fire Department Equipment and Supplies (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Jason Schoonover, Fire Chief, 408-586-2811)** |
| **Category:** | Consent Calendar-Community Services and Sustainable Infrastructure |
| **Meeting Date:** | 5/19/2026 |
| **Recommendation:** | Authorize the City Manager, or designee, to negotiate and execute three purchase orders with L.N. Curtis and Sons for (1) personal protective equipment (PPE) with a maximum compensation of $500,000; (2) self-contained breathing apparatus (SCBA) equipment with a maximum compensation of $100,000; and (3) miscellaneous firefighting equipment and rescue tools, including related supplies and accessories, with a maximum compensation of $900,000, each for a five-year term and subject to the appropriation of funds. |

**BACKGROUND:**

The Fire Department requires personal protective equipment (PPE), self-contained breathing apparatus (SCBA) equipment, and other miscellaneous firefighting equipment and rescue tools, including related supplies and accessories, such as fire hoses and fire axes, to provide ongoing public safety services. The need to purchase new equipment and supplies is driven by regulatory requirements, current industry standards, the necessity to replace aging or obsolete inventory, and the need to replenish consumables.

**ANALYSIS:**

The Fire Department forecasts its equipment and supply needs for the next five years based on the Department's replacement schedules, regulatory compliance obligations, and operational readiness requirements for each area. Based on those projections, the Department estimates that it will need up to $500,000 for PPE, $100,000 for SCBA, and $900,000 for other firefighting-related equipment and supplies over the next five years.

The City's Municipal Code Section I-2-3.05 authorizes the Purchasing Agent to make purchases based upon agreements entered into by another public agency or cooperative purchasing program utilizing competitive procurement processes consistent with, or at least as restrictive as, the City's. The Purchasing Agent reviewed multiple Sourcewell Requests for Proposal (RFPs) and contracts awarded to L.N. Curtis and Sons for firefighting equipment and supplies. Sourcewell is a public agency operating under Minnesota Statutes Section 123A.21 that conducts solicitations on behalf of public agencies for cooperative purchasing programs. The Purchasing Agent confirmed the Sourcewell RFP competitive processes meet the Municipal Code requirements. RFPs and contracts reviewed are as follows:

(1) RFP #010424 for Firefighting Personal Protective Equipment with Related Equipment Cleaning issued by Sourcewell on November 9, 2023, and Contract No. 010424-LNC awarded to L.N. Curtis and Sons on April 22, 2024.
(2) RFP #011824 for Self-Contained Breathing Apparatus and Breathing Air Systems with Related Equipment issued by Sourcewell on November 30, 2023, and Contract No. 011824-LNC awarded to L.N. Curtis and Sons on April 22, 2024.

(3) RFP #020124 for Firefighting Equipment and Rescue Tools with Related Supplies and Accessories issued by Sourcewell on December 14, 2023, and Contract No. 020124-LNC awarded to L.N. Curtis and Sons on April 22, 2024.

City staff recommend leveraging these cooperative Sourcewell RFPs in lieu of the City conducting its own bids for these items as by doing so the City can leverage the collective buying power of multiple agencies and save staff resources that would be required to procure these items on its own.

**POLICY ALTERNATIVE(S):**
Alternative 1: Reject these recommendations and require City staff to conduct competitive bids for these goods.

Pros:
- Provides the City with direct control over the solicitation process, including the ability to tailor specifications to the Fire Department's specific operational needs.
- May encourage participation from vendors who did not participate in the Sourcewell bid processes, such as local or emerging suppliers.

Cons:
- Will require significant staff time and resources to develop bid documents and manage the City-run solicitations.
- Will require additional time to complete, delaying the replacement or acquisition of critical safety equipment and supplies.
- The City may not achieve the same level of pricing discounts due to reduced volume.

Reason for Not Recommending:
By leveraging these Sourcewell competitive procurements as allowed by the City's Municipal Code, the City receives more favorable pricing based on the collective buying power of multiple agencies and avoids the need for the City to expend additional staff resources in conducting bids itself.

**PROJECT SCHEDULE/KEY MILESTONES**
Upon City Council approval, purchase orders will be executed and issued to the vendor within two weeks.

**FISCAL IMPACT:**
This request sets a combined not-to-exceed amount of $1,500,000 over the full five-year term. Funds for Fiscal Year 2026-27 in the amount of $270,000 have been requested in the 2026-2027 Proposed Operating Budget, that will be reviewed by City Council in June 2026. Funding for future fiscal years is subject to the appropriation of funds through the City's annual budgeting 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:** | **Receive an Update and Approve Actions Related to the Recruitment of Public Works Division Manager – Utilities (Staff Contact: Kelli Parmley, Human Resources Director, 408-586-3086; and Christian Di Renzo, Public Works, 408-586-2603)** |
| **Category:** | Consent Calendar-Community Services and Sustainable Infrastructure |
| **Meeting Date:** | 5/19/2026 |
| **Recommendation:** | (1) Authorize the Acting City Manager to:(a) Provide a one-time sign-on bonus in the amount of $10,000 for the currently vacant position of Public Works Division Manager – Utilities and to execute any administrative guidelines as required to implement the bonus; and (2) Authorize the Acting City Manager, or designee, to negotiate and execute a second amendment to the agreement with waterTALENT, LLC increasing the compensation by $126,800 for a revised total not to exceed amount of $321,800. |

**BACKGROUND:**

In October 2025, the City's Public Works Division Manager – Utilities (Division Manager) left City service, creating a critical technical and managerial vacancy in the organization. This position provides primary oversight for the City's Utility Maintenance operations including daily maintenance and operations of the City's potable drinking water system and the City's sanitary and storm collection systems and pump stations. The Utility Maintenance Division is comprised of 23 full-time equivalents (FTEs).

These utility operations provide critical services that ensure clean and safe drinking water for our community and reliable infrastructure that protects public health, public safety, and the environment. These operations are subject to numerous regulatory permits and requirements and oversight by various State agencies, and as such, this Division Manager position is highly technical and requires special State certifications. Specifically, the State Division of Drinking Water regulations require that the City have a Chief Operator on staff who holds a Water Distribution Operations Grade D5 certification to oversee water system operations. The minimum qualifications for the Division Manager classification include, but are not limited to:

- Five years of experience of increasing responsibility involving construction, maintenance and operation of water distributions systems;
- Possession of a valid water distribution operations certificate (Grade D4 or above) issued by the California State Water Resource Control Board;
- Possession of a valid water distribution operations certificate (Grade D5) issued by the California State Water Resource Control Board within eighteen (18) months of employment;
- Possession of or ability to maintain a valid water treatment operations certificate (Grade T2 or above) issued by the California State Water Resource Control Board within one (1) year of employment; and
- Possession of a valid collection system maintenance certificate (Grade 3 or above) issued by the California Water Environment Association (CWEA) (preferred).

**ANALYSIS:**

Recruitment and Hiring Incentives

- The initial recruitment for the permanent Division Manager position opened on October 28, 2025, and closed on December 1, 2025. The City did not receive any qualified applicants and continued the posting as "Open Until Filled." On February 17, 2026 the City entered into an agreement under City Manager authority with CPS HR Consulting (CPS) to administer a formal executive recruitment to fill the position. Finding qualified candidates for this highly specialized and technical position remains a

challenge in the current market. To incentivize candidates to accept the City's employment offer, staff recommends the City offer a one-time sign-on bonus of $10,000.

Despite CPS's diligent recruitment efforts, there is currently only a small pool of qualified candidates under review. In-person interviews with finalists will be conducted in the upcoming weeks

Continued Interim Division Manager Support During Recruitment
Recognizing that the prior recruitment for the permanent Division Manager took over 18 months to complete, the City entered into an agreement with waterTALENT, LLC under City Manager procurement authority on October 23, 2025 to ensure continuous technical management during the current vacancy. waterTALENT has provided the City an Interim Division Manager that meets the minimum qualifications of the position. A retired CalPERS annuitant with over 30 years of water and collection system experience and holds the required certifications was assigned to the City and has been working full-time with City staff since November 12, 2025.

The City's original agreement with waterTALENT was for a one-year term with a maximum compensation of $90,000, which was sufficient to provide services through January 2026. On January 20, 2026, the City Council approved an amendment to the agreement increasing maximum compensation to $195,000 to provide services through early June 2026. Based on the status of the current recruitment, staff anticipates a permanent Division Manager could be on-boarded in the August-September timeframe. Staff is therefore seeking City Council approval of a second amendment with waterTALENT to increase compensation by $126,800 for a total not-to-exceed amount of $321,800, to provide on-going coverage through the end of September. If the current recruitment is unsuccessful, an additional amendment to the agreement with waterTALENT to increase maximum compensation would be brought forward to City Council for consideration.

**POLICY ALTERNATIVE(S):**

**Alternative 1: Do not authorize the City Manager to offer any recruitment incentives or amend the agreement with waterTALENT.**

Pros: The City would accumulate salary savings from the on-going Division Manager vacancy.

Cons: The City would not be able to continue specialty staffing services to manage and support the Utility Maintenance Division, and likely be out of compliance with state regulatory staffing requirements.

Reason for Not Recommending: This position provides managerial oversight of the City's critical utility operations and systems, without which the City is at risk of compromising drinking water quality, public health, storm response, and regulatory compliance.

**PROJECT SCHEDULE/KEY MILESTONES:**

| Milestone | Date | Status |
|---|---|---|
| Onboard Specialty Recruiter | 2/17/2026 | Complete |
| Finalist Interviews | Ongoing | Ongoing |
| waterTALENT Coverage | through 9/30/2026 | Ongoing |
| Targeted Onboarding | 10/1/2026 | Pending |

**FISCAL IMPACT:**
The costs of the recommended one-time sign-on bonus will be funded through salary savings from the ongoing Division Manager vacancy, which are already part of the approved FY 2025-26 Operating Budget and funded by the Water and Sewer funds with no impact on the City General Fund.

The proposed second amendment to the agreement with waterTALENT, LLC increases the not-to-exceed amount by $126,800 (from $195,000 to $321,800) to fund continued interim coverage through September 30, 2026. Interim service costs incurred through June 30, 2026 will be funded through existing FY 2025-26 Division Manager salary savings in the Water and Sewer funds. Interim service costs incurred from July 1, 2026 through September 30, 2026 are included in the FY 2026-27 Proposed Operating Budget and are subject to

City Council appropriation, which is scheduled for consideration on June 2, 2026. Both fiscal years' costs are funded by the Water and Sewer funds with no impact on the City General Fund.

The fully loaded rate for the interim Division Manager through waterTALENT, LLC is comparable to the City's fully loaded rate for this position per the City Workforce Budget and Cost Allocation Plan.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**
Not a Project. Approval of the recommendation is not an activity defined as a “project” under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 15061(b) (3) and 15378(b)(4) either because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment and/or because the action is financial and/or administrative and does not directly impact the environment.

**ATTACHMENT(S):**
None.

# CITY OF MILPITAS
# AGENDA REPORT
# (AR)

| | |
|---|---|
| **Item Title:** | **Adopt a Resolution to Approve Project Plans and Specifications, Award Construction Contract to Casey Construction, Inc. for the Forcemain-B Air Release Valves Replacement Project, CIP No. 6124 (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:** | 5/19/2026 |
| **Recommendation:** | Adopt a resolution to (1) Approve the project plans and specifications; (2) Award the construction contract to Casey Construction, Inc., the lowest responsible bidder submitting a responsive bid, in the amount of $333,000; (3) Authorize the City Manager, or designee, to execute the construction contract with Casey Construction, Inc.; and (4) Establish a construction contingency of $67,000 (20% of the contract value) and authorize the Public Works Director to negotiate and execute contract change order(s) in an aggregate amount not to exceed $67,000 for the Forcemain-B Air Release Valves Replacement Project, CIP No. 6124. |

**BACKGROUND:**

The City's Main Lift Station, built in 1965, is the primary pump station that discharges the City's untreated wastewater to the San José/Santa Clara Regional Wastewater Facility (SJ/SC RWF) through Forcemain-A (FM-A) or Forcemain-B (FM-B), located on San José's Residual Sludge Management (RSM) facility for treatment. The forcemains were installed in 1972 and 1998, respectively, and provide system redundancy for conveyance of untreated wastewater to the SJ/SC RWF.

The City is anticipating to start construction to replace FM-A in 2028, as it has reached the end of its service life. Staff is currently working with San José to finalize the alignment of FM-A on the RSM facility and the point of connection at the SJ/SC RWF, which will allow the City to start the environmental clearance and design phase. As FM-A will be out of service at times during construction; FM-B will be the primary forcemain to convey wastewater. In preparation for the FM-A project, the City entered into an agreement with MNS Engineers, Inc. (MNS) to assess the condition of FM-B and identify any potential deficiencies that might impact the operation of FM-B. MNS determined that all eight Air Release Valves (ARVs) and associated components were beyond their intended useful service life and required replacement to ensure continuous operation of FM-B.

Forcemain-B Air Release Valves Replacement Project, CIP No. 6124 (Project) is included in the adopted FY 2025-2029 Capital Improvement Program for the design and construction to replace eight ARVs which included replacement of corroded sections of piping, ball valves, protective assembly enclosures, and concrete pads. MNS completed the plans and specifications for construction in 2025, and the City has obtained a one-year Right of Entry Agreement with San José. The Right of Entry agreement provides the Contractor access to the San José RSM facility property for construction of the Project.

**ANALYSIS:**

The Project was advertised on the City's eProcurement system, OpenGov Procurement, and digital construction trade publications on March 20, 2026, and in the Milpitas Post on March 20 and March 27, 2026, in accordance with the bidding requirement of the Uniform Public Construction Cost Accounting Act and Milpitas Municipal Code 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 23, 2026, and three (3) sealed bids were received with the price ranging from $333,000 to $558,500. The Council's agenda packet includes detailed information about the Project's Plan and Specifications (Attachment B), and the Engineer's Construction Estimate and the Bid Results for the Project's base bid (Attachment C). The Summary of Bid Results is as follows:

| **Bidder** | **Location** | **Bid** |
|---|---|---|
| *Engineer's Construction Estimate* | - | *$400,000* |
| | | |
| Casey Construction, Inc. | Emerald Hills, CA | $333,000 |
| GSW Construction, Inc. | San Francisco, CA | $372,880 |
| Corcus Construction | San Francisco, CA | $558,500 |

The bid prices submitted ranged from 17% below to 39% over the Engineer's Construction Estimate. The variation is likely due to various factors such as, but not limited to, favorable construction market, timing of the bid posting, contractor's work schedule, an increase in competition amongst contractors, contractors self-performing work instead of using subcontractors, and/or reduced cost in material and labor.

Staff reviewed the bid proposal submitted by Casey Construction, Inc., the apparent lowest bidder, and found their bid proposal to be responsive. The Notice of Intent to Award Contract (Attachment D) to Casey Construction, Inc. was posted on OpenGov Procurement and no bid protests were filed with the City. Staff recommends awarding the construction contract in the amount of $333,000 to Casey Construction, Inc., the lowest responsible bidder submitting a responsive bid. There is sufficient funding available in the Project budget to award this contract, and no additional funding appropriation is required.

Despite the City's consultant's best effort to capture all relevant information in the drawings, a significant challenge for projects with corroded components and underground piping is the potential discovery of unforeseen conditions of components that may require further replacement and/or repairs than anticipated. The construction contingency established for the Project to address any unforeseen conditions that arise during construction is $67,000, which is approximately 20% of the total contract value. Staff recommends a 20% contingency, above the typical 10–15% range, given the Project involves underground piping and corroded components where unforeseen conditions cannot be fully captured in design. As previously approved for the successful completion of recent projects with tight completion schedules, staff are requesting the use of the same change order policy used for previous 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 SCHEDULE/KEY MILESTONES**

Upon City Council adoption of the Resolution (Attachment A), construction is anticipated to start this summer and be completed by spring of 2027, pending the lead time of construction material.

**POLICY ALTERNATIVES**:

**Alternative 1:** Do not approve the Project's Plans and Specifications and award the construction contract to Casey Construction, Inc.

Pros: The Project will not move forward, and the designated funding will be returned to the Sewer Fund.

Cons: A denial would cause a delay in completing necessary replacement of the aged valves to resolve operational deficiencies and the valves would continue to deteriorate. Proactive maintenance and upgrades of the valves will increase system reliability and redundancy, and safeguard against unanticipated emergencies and shutdowns that can burden City staff and financial resources.

Reason not Recommended: The replacement of the aged ARVs and connections on Forcemain-B is essential to ensure that the pipeline operates efficiently when Forcemain-A is replaced and sewer flow is diverted through Forcemain-B. Installing new ARVs will mitigate chances of potential damage to the Forcemain-B pipeline during operation. Additionally, pushing the project start date could cause the Right of Entry that was negotiated with San José to lapse, requiring lengthy renegotiation.

**FISCAL IMPACT:**
As of March 24, 2026, the available funding in the Project from the Sewer Fund CIP No. 6124 is $1,790,000, which is sufficient to fully fund and award the contract. The following is the summary of estimated construction cost:

| | |
|---|---|
| Base Bid | $333,000 |
| 20% Construction Contingency | $67,000 |
| **Total** | **$400,000** |

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

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

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING PROJECT PLANS AND SPECIFICATIONS; AWARD THE CONSTRUCTION CONTRACT TO THE LOWEST RESPONSIBLE BIDDER SUBMITTING A RESPONSIVE BID, CASEY CONSTRUCTION, INC., IN A TOTAL AMOUNT OF $333,000; AUTHORIZE THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONSTRUCTION CONTRACT WITH CASEY CONSTRUCTION, INC.; AND ESTABLISH A CONSTRUCTION CONTINGENCY OF $67,000 (20% OF THE CONTRACT VALUE) AND AUTHORIZE THE PUBLIC WORKS DIRECTOR TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT TO EXCEED $67,000 FOR THE MAIN LIFT STATION FORCEMAIN-B AIR RELEASE VALVES REPLACEMENT PROJECT, CIP NO. 6124.**

**WHEREAS**, the Forcemain-B Air Release Valves Replacement Project, CIP No. 6124 ("Project"), is included in the adopted 2026-2030 Capital Improvement Program to provide the design and construction to replace eight (8) air release valves including replacement of corroded sections of piping, ball valves, protective assembly enclosures, and concrete pads along Forcemain-B pipeline from the Main Lift Station to the Santa Clara-San Jose Recycled Water Facility; and

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

**WHEREAS**, the Project was advertised on City's eProcurement system, OpenGov Procurement and digital construction trade publications on March 20, 2026, and in the Milpitas Post on March 20, 2026, and March 27, 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 $400,000; and

**WHEREAS**, on April 23, 2026, three (3) sealed bid proposals were received and the base bid pricing ranged from $333,000 to $558,500; and

**WHEREAS**, the lowest responsible bidder submitting a responsive bid is Casey Construction, Inc., in the base bid amount of $333,000; and

**WHEREAS**, the Notice of Intent to Award Contract to Casey Construction, Inc. was posted on OpenGov Procurement on April 24, 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 to award the construction contract to Casey Construction, Inc., the lowest responsible bidder submitting a responsive bid, for the Project, and authorize the City Manager to execute the construction contract for the Base Bid in the amount of $333,000 in accordance with State law; and

**WHEREAS**, sufficient funds are available in the Project to award the contract to Casey Construction, Inc. in the total amount of $333,000; and

**WHEREAS**, staff recommends the City Council authorize the Public Works Director to negotiate and execute change order(s) in an amount not-to-exceed $67,000; fifteen percent (20%) of the total contract value, due to Project's tight completion schedule and staff's capability to respond swiftly to unanticipated construction conditions to limit potential claims or risk to the City; and

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

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

1. The City Council has considered the full record before it, which includes 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, Casey Construction, Inc., in the amount of $333,000 for the Project. The City Manager or their designee is authorized to execute a contract with Casey Construction, Inc., not to exceed this amount and take all necessary actions to effectuate this award.

4. The Public Works Director is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not to exceed $67,000 for the Project.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

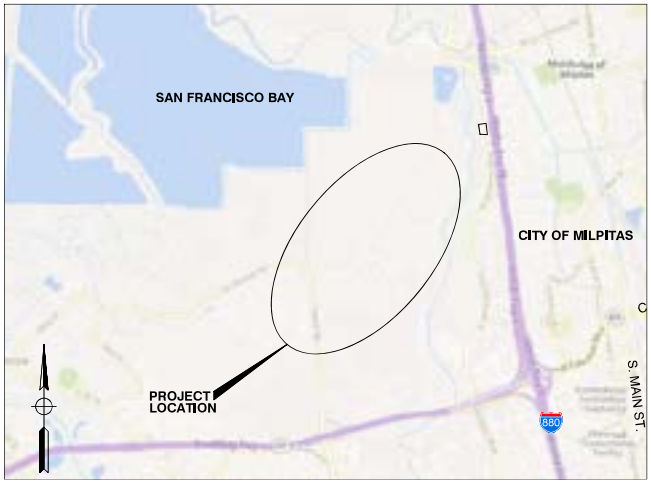
_____
Christian M. Curtis, City Attorney

Docusign Envelope ID: 0F9E5A62-CC6F-4CC6-A061-58149EFE041B

# CITY OF MILPITAS

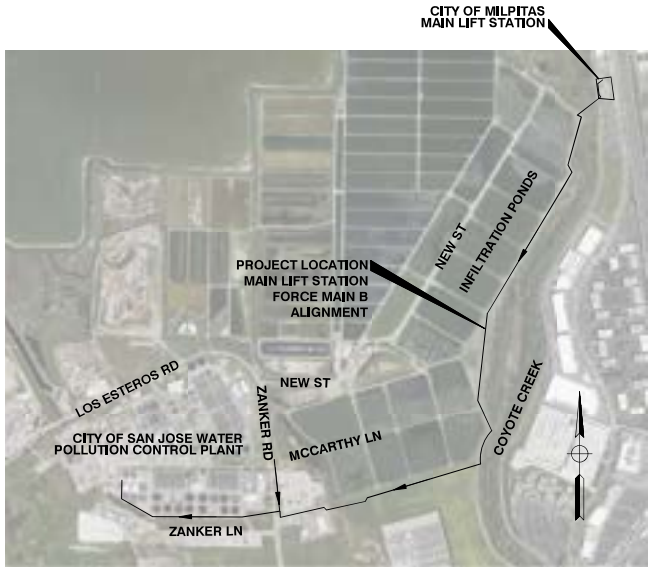
## MAIN LIFT STATION FORCE MAIN B AIR RELEASE VALVES REPLACEMENT PROJECT

APRIL 2025




VICINITY MAP
N.T.S.

| SHEET INDEX | | |
|---|---|---|
| SHEET NO. | DRAWING NO. | DESCRIPTION |
| 1 | G-01 | TITLE SHEET, VICINITY MAP, LOCATION MAP, AND SHEET INDEX |
| 2 | G-02 | GENERAL NOTES, LEGEND, ABBREVIATIONS, AND REFERENCE DRAWINGS |
| 3 | G-03 | FORCE MAIN B ALIGNMENT, AIR RELEASE VALVES LOCATIONS, AND SITE ACCESS PLAN |
| 4 | D-01 | DEMOLITION PHOTOGRAPHS AND NOTES |
| 5 | D-02 | TYPICAL DEMOLITION DETAILS FOR ARV NOS. 2,3,4,5 AND 7 AT FORCE MAIN B STATIONS 30+50, 75+30, 108+00, 125+70 AND 8+50, RESPECTIVELY |
| 6 | M-01 | MECHANICAL DETAILS FOR ARV NO. 1 REPLACEMENT AT FORCE MAIN B STATION 6+00 |
| 7 | M-02 | MECHANICAL DETAILS FOR ARV NOS. 2,3,4,5 AND 7 REPLACEMENT AT FORCE MAIN B STATIONS 30+50, 75+30, 108+00, 125+70 AND 8+50, RESPECTIVELY |
| 8 | M-03 | MECHANICAL DETAILS FOR ARV NOS. 6 and 6A REPLACEMENT AT FORCE MAIN B STATION 133+05 AND THE FORCE MAIN B PIGGING STATION |
| 9 | M-04 | DETAILS |




LOCATION MAP
N.T.S.

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER NICHOLAS A. BOSWELL C72138 CIVIL STATE OF CALIFORNIA

MNS

**Record Drawings**

Designer: Date:
Public Works Inspector: Date:
Utility/Facility Dept. Head: Date:
Project Engineer: Date:
Public Improvements Initially Accepted by the City Council on: Rec. No.

Drawn By: KAD Date: 4-4-2025
Checked By: TNH Date: 4-4-2025
Designed By: NAB Date: 4-4-2025

**Revisions**

| Num. | Description | Engr. Aprv. | Date |
|---|---|---|---|
| | | | |

CITY OF MILPITAS
ENGINEERING DIVISION

MAIN LIFT STATION FORCE MAIN B AIR RELEASE VALVES REPLACEMENT PROJECT

TITLE SHEET, VICINITY MAP, LOCATION MAP, AND SHEET INDEX

RECOMMENDED FOR BIDDING BY: Ariel Morales DATE: Mar-10-2026
Ariel Morales, P.E., Public Works Division Manager – Utility Engineering

APPROVED FOR BIDDING BY: Michael Silveira DATE: Mar-10-2026
Michael Silveira, P.E., City Engineer

PROJECT NO. 6124
Rec. Dwg No. 2-1031
DRAWING NO. G-01
SCALE:
SHEET 1 OF 9

Docusign Envelope ID: 0F9E5A62-CC6F-4CC6-A061-38145EFE041B

## GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF MILPITAS STANDARD DETAILS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (CURRENT EDITION) OF THE AMERICAN PUBLIC WORKS ASSOCIATION (GREENBOOK) AS MODIFIED BY THE PROJECT SPECIFICATIONS AND THESE PLANS.
2. CONTRACTOR SHALL COMPLY WITH CAL OSHA REGULATIONS AT ALL TIMES AND SHALL FURNISH, ERECT, AND MAINTAIN SUCH FENCES, BARRICADES, DETOURS, FLAGMAN, LIGHTS AND SIGNS AS NECESSARY TO GIVE PROTECTION TO THE PUBLIC AT ALL TIMES.
3. CONTRACTOR IS RESPONSIBLE FOR PROVIDING CONSTRUCTION WATER AND POWER FOR ALL EQUIPMENT. NO WATER OR ELECTRICAL CONNECTIONS ARE AVAILABLE AT THE PROJECT SITE.
4. CONSTRUCTION IS PROHIBITED ON SATURDAY, SUNDAY, HOLIDAYS, AND BETWEEN THE HOURS OF 5:00 P.M. AND 7:00 A.M. UNLESS OTHERWISE AUTHORIZED IN WRITING BY THE CITY OF MILPITAS.
5. CONSTRUCTION-RELATED TRUCK TRIPS SHALL NOT BE SCHEDULED DURING PEAK HOURS (7:00 A.M. TO 9:00 A.M. AND 4:00 P.M. TO 6:00 P.M.).
6. CONTRACTOR SHALL MAINTAIN A COMPLETE AND ACCURATE RECORD OF ALL CHANGES OF CONSTRUCTION FROM THAT SHOWN IN THESE PLANS AND SPECIFICATIONS FOR THE PURPOSE OF PROVIDING A BASIS FOR RECORD DRAWINGS. NO CHANGES TO CONSTRUCTION SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER OF RECORD AND THE CITY PUBLIC WORKS DEPARTMENT.
7. CONTRACTOR SHALL FURNISH ONE COMPLETE SET OF RECORD DRAWINGS. CHANGES TO CONSTRUCTION SHALL BE CLEARLY DELINEATED IN RED ON THE RECORD DRAWINGS. THE LOCATION, CHARACTER, AND DEPTH OF EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL ALSO BE SHOWN ON THE RECORD DRAWINGS.
8. THE CONTRACTOR SHALL HAVE COPIES OF THE PLANS AND SPECIFICATIONS FOR THIS PROJECT ON-SITE DURING CONSTRUCTION AND SHALL BE FAMILIAR WITH ALL APPLICABLE STANDARDS AND SPECIFICATIONS.
9. ALL DIMENSIONS SHOWN ARE APPROXIMATE AND SHALL BE FIELD VERIFIED AT THE SITE BEFORE STARTING WORK AND PRIOR TO PROJECT BID. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CITY AND ENGINEER IN WRITING OF EQUIPMENT OR FACILITIES THAT ARE FOUND TO BE LOCATED DIFFERENTLY THAN SHOWN ON PLANS OR ARE WHICH ARE NOT SHOWN ON THE PLANS.
10. ALL SPECIFICATIONS, DRAWINGS, AND DETAILS INCLUDED IN THE CONTRACT DOCUMENTS SHALL FULLY APPLY TO THE WORK WHETHER SPECIFICALLY REFERENCED OR NOT.
11. VIDEO RECORD AND DOCUMENT THE PRE-EXISTING CONDITIONS OF THE PROJECT SITE PRIOR TO BEGINNING FIELD CONSTRUCTION ACTIVITIES. DOCUMENT THE INTERIOR AND EXTERIOR OF THE EXISTING VAULTS. SUBMIT THE RECORDING TO THE CITY PRIOR TO THE START OF CONSTRUCTION.
12. MAINTAIN THE WORK AREA IN A NEAT, CLEAN, AND SANITARY CONDITION AT ALL TIMES AND TO THE SATISFACTION OF THE CITY. OWNER'S REPRESENTATIVE AND AGENCY WITH LOCAL JURISDICTION. THE WORK AREA LIMITS SHALL BE KEPT CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCES BEING CONTROLLED AT ALL TIMES.
13. THE CITY ENGINEER AND OPERATIONS STAFF SHALL BE NOTIFIED IN WRITING AT LEAST FIFTEEN (15) WORKING DAYS PRIOR TO START OF CONSTRUCTION. CONSTRUCTION WILL NOT TAKE PLACE OUTSIDE OF THE CITY'S STANDARD WORKING HOURS OR ON WEEKENDS UNLESS SPECIFICALLY APPROVED BY CITY. A PRECONSTRUCTION MEETING IS REQUIRED.
14. CONTRACTOR IS RESPONSIBLE TO COORDINATE FORCE MAIN B FACILITY SHUTDOWNS WITH THE CITY, AND TO GAIN WRITTEN APPROVAL FOR SHUTDOWNS A MINIMUM OF 15 WORKING DAYS PRIOR TO SHUTDOWN. SHUTDOWN PLANS MUST BE DEVELOPED AND SUBMITTED FOR APPROVAL BY THE CITY'S CONSTRUCTION MANAGER. PLANS SHALL BE APPROVED BY THE CITY A MINIMUM OF 5 WORKING DAYS PRIOR TO SHUTDOWN. WRITTEN NOTICE SHALL BE SUBMITTED AND APPROVED BY THE CITY'S CONSTRUCTION MANAGER FOR MODIFYING OPERATIONS OF ANY WASTEWATER FACILITY A MINIMUM OF TWENTY ONE (21) DAYS PRIOR TO START OF WORK MODIFYING OPERATION.

## LEGEND

| PROPOSED | | EXISTING | |
|---|---|---|---|
| | ARV | | |
| | DEMOLISH | | NATIVE MATERIAL |
| | CLASS II AGGREGATED BASE | | CLASS II AGGREGATED BASE |
| | CONCRETE | | CONCRETE |
| | DRAIN VALVE | | DRAIN VALVE |
| | FULL PORT BALL VALVE STAINLESS STEEL OR EPOXY COATED DUCTILE IRON. SIZE AND MATERIAL TYPE PER PLAN. | | BALL VALVE |
| | THREADED FULL PORT BALL VALVE STAINLESS STEEL OR EPOXY COATED DUCTILE IRON. SIZE AND MATERIAL TYPE PER PLAN. | | |
| | COMBINATION SEWAGE AIR RELEASE / AIR VACUUM VALVE TYPE 2 - A.R.I 3" MODEL D26 COMBINATION VALVE FULLY STAINLESS STEEL WITH ANTI SLAM HARDWARE, NO SUBSTITUTIONS. | | AIR RELEASE VALVE |
| | 1" COMBINATION SEWAGE AIR RELEASE / AIR VACUUM VALVE TYPE 3 - APCO ASC 440 BODY STYLE, EPOXY COATED DUCTILE IRON, THREADED INLET. | | AIR RELEASE VALVE |
| | CUSTOM DUAL SWING UTILITY ENCLOSURE, POWER COATED, GREEN STEEL. APPROXIMATE DIMENSIONS = 24" WIDE X 60" LONG (TOTAL LENGTH, TWO 30" SECTIONS) X 69" HIGH BY LE MEUR ENCLOSURES WELDING AND MANUFACTURING, NO SUBSTITUTIONS. PRIOR TO PURCHASE OF THE ENCLOSURES THE CONTRACTOR SHALL VERIFY AND CONFIRM THAT THE ENCLOSURE IS ADEQUATELY SIZED FOR THE EQUIPMENT PROPOSED. THE CONTRACTOR SHALL NOTIFY THE CITY'S CONSTRUCTION MANAGER IMMEDIATELY IF THE UTILITY ENCLOSURE MUST BE RESIZED. | | |

## ABBREVIATIONS

| | |
|---|---|
| AB | AGGREGATE BASE |
| AR/AV | COMBINATION AIR RELEASE/ AIR VACUUM |
| ARV | AIR RELEASE VALVE |
| CITY | CITY OF MILPITAS |
| DET. | DETAIL |
| DI | DUCTILE IRON |
| DIP | DUCTILE IRON PIPE |
| EX | EXISTING |
| FLG | FLANGE |
| G.S. | GALVANIZED STEEL |
| HDPE | HIGH-DENSITY POLYETHYLENE |
| NO./NOS. | NUMBER/NUMBERS |
| NTS | NOT TO SCALE |
| O.C. | ON CENTER |
| PVC | POLYVINYL CHLORIDE |
| SCH | SCHEDULE |
| SS | STAINLESS STEEL |
| STD/STDS | STANDARD/STANDARDS |
| TYP | TYPICAL |
| WSP | WELDED STEEL PIPE |

## REFERENCE DRAWINGS

BACKGROUNDS FOR PROJECT BASE DRAWINGS ARE DEVELOPED FROM AVAILABLE RECORD DRAWINGS INCLUDING:
- AS-BUILT PLANS FOR PARALLEL FORCE MAIN PROJECT, KENERY/JENKS CONSULTANTS, 2000 MNS CAN NOT GUARANTEE THE ACCURACY OF THIS DATA. CONTRACTOR SHALL VERIFY EXISTING FIELD CONDITIONS.

## PROJECT NOTES

1. INSTALL FLANGE ISOLATION KIT OR DIELECTRIC UNION FOR ALL CONNECTIONS BETWEEN PIPING OF DISSIMILAR METALS, AND AT TRANSITIONS BETWEEN ABOVE AND BELOW GROUND PIPING.
2. THE CONTRACTOR SHALL PROVIDE A COMPLETE EQUIPMENT SHOP DRAWING SUBMITTAL SCALED IN AUTO CAD AND PDF FORMAT THAT INCLUDES THE CUSTOM DUAL SWING UTILITY ENCLOSURE, CONCRETE PAD, AND ALL INTERNAL EQUIPMENT WHICH DEMONSTRATES THE COVER PROPOSED AND PAD ARE ADEQUATE SIZED TO HOUSE THE PROJECT EQUIPMENT INCLUDING DIMENSIONS BETWEEN EQUIPMENT AND COVER AND BETWEEN COVER AND CONCRETE PAD SHOWING THE COVER IN BOTH OPEN AND CLOSED POSITIONS.
3. THE CONTRACTOR SHALL PROTECT IN PLACE THE EXISTING FEMALE THREADED CONNECTIONS TO THE 36" FORCE MAIN PIPELINE. THE CONTRACTOR SHALL BE RESPONSIBLE TO COLLECT AND LEGALLY DISPOSE OF WASTEWATER FROM THE FORCE MAIN PIPELINE AS REQUIRED IN ORDER TO REPLACE THE ASSOCIATED ISOLATION VALVE BETWEEN THE FORCE MAIN AND COMBINATION VALVE PIPING. PROVIDE A COMPLETE SHOP DRAWING SUBMITTAL DETAILING THE CONTRACTORS PLAN FOR COLLECTION AND DISPOSAL OF WASTEWATER REQUIRED FOR ISOLATION VALVE REPLACEMENT TO THE FORCE MAIN INCLUDING THE APPROXIMATE VOLUME OF WASTEWATER REQUIRED TO HANDLE, STAFF, SCHEDULE, EQUIPMENT, COORDINATION REQUIREMENTS BETWEEN CITY AND CONTRACTOR STAFF, SPECIFIC FOR EACH FORCE MAIN CONNECTION. THIS PLAN SHALL BE APPROVED BY THE CITY AND THE ENGINEER PRIOR TO THE START OF FIELD CONSTRUCTION ACTIVITY.
4. A MANDATORY PRE-CONSTRUCTION SITE VISIT WILL BE COORDINATED BY THE CITY. DURING THE SITE VISIT THE CONTRACTOR SHALL INSPECT AND DOCUMENT THE WORK AND NOTIFY THE OWNER AND ENGINEER IN WRITING IMMEDIATELY REGARDING CHANGES REQUIRED TO THE CONTRACT DOCUMENTS.
5. ALL PROJECT DUCTILE IRON PIPE AND FITTINGS SHALL BE LINED AND COATED WITH FUSION BONDED EPOXY PER SPECIFICATION SECTION 099761. WHERE DUCTILE IRON PIPE AND FITTINGS ARE INSTALLED BELOW, GRADE WRAP AND BAG THE FUSION BONDED EPOXY LINED AND COATED PIPE / FITTINGS WITH COLD APPLIED WAX TAPE AND POLYETHYLENE SHEET ENCASEMENT PER SPECIFICATION SECTIONS 099752 AND 099754 RESPECTIVELY.
6. CONSTRUCT TRENCH FOR UNDERGROUND PIPING INSTALLATION PER MODIFIED STD NO. 220 DRAWING M-4, TYPICAL.

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER NICHOLAS A. BOSWELL C72138 CIVIL STATE OF CALIFORNIA

MNS

**Record Drawings**

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

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

Drawn By: KAD Date: 4-4-2025

Checked By: TNH Date: 4-4-2025

Designed By: NAB Date: 4-4-2025

**Revisions**

| Num. | Description | Engr. Aprv. | Date |
|---|---|---|---|
| | | | |

CITY OF MILPITAS
ENGINEERING DIVISION

# MAIN LIFT STATION FORCE MAIN B AIR RELEASE VALVES REPLACEMENT PROJECT

## GENERAL NOTES, LEGEND, ABBREVIATIONS, AND REFERENCE DRAWINGS

RECOMMENDED FOR BIDDING BY: Ariel Morales DATE: Mar-10-2026

Ariel Morales, P.E., Public Works Division Manager - Utility Engineering

PROJECT NO. 6124
Rec. Dwg No. 2-1031
DRAWING NO. G-02
SCALE:
SHEET 2 OF 9

Docusign Envelope ID: 0F9E5A62-CC6F-4CC6-A061-58149EFE041B




**Designer Stamp:**

REGISTERED PROFESSIONAL ENGINEER NICHOLAS A. BOSWELL C72138 CIVIL STATE OF CALIFORNIA

MNS

**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: KAD Date: 4-4-2025

Checked By: TNH Date: 4-4-2025

Designed By: NAB Date: 4-4-2025

**Revisions**

| Num. | Description | Engr. Aprv. | Date |
|---|---|---|---|
| | | | |

CITY OF MILPITAS
ENGINEERING DIVISION

# MAIN LIFT STATION FORCE MAIN B AIR RELEASE VALVES REPLACEMENT PROJECT

## FORCE MAIN B ALIGNMENT, AIR RELEASE VALVES LOCATIONS, AND SITE ACCESS PLAN

RECOMMENDED FOR BIDDING BY: Signed by: Ariel Morales DATE: Mar-10-2026

Ariel Morales, P.E., Public Works Division Manager – Utility Engineering

PROJECT NO. 6124
Rec. Dwg No. 2-1031
DRAWING NO. G-03
SCALE:
SHEET 3 OF 9

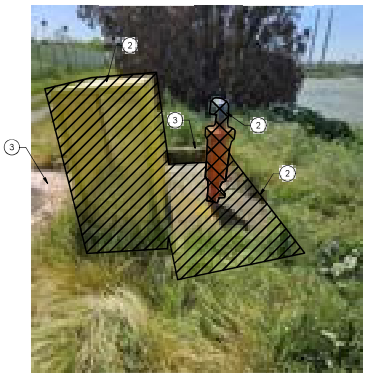
Docusign Envelope ID: 0F9E5A62-CC6F-4CC6-A061-58149EFE041B



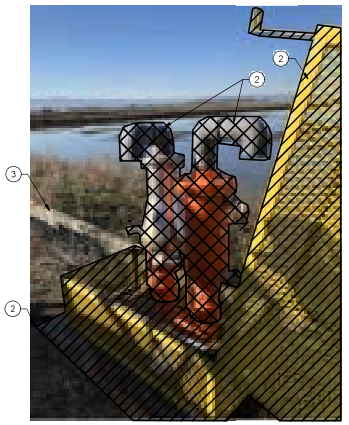
ARV NO. 1 AT FORCE
MAIN B STATION 6+00



ARV NO. 2 AT FORCE
MAIN B STATION 30+50



ARV NO. 3 AT FORCE
MAIN B STATION 75+30



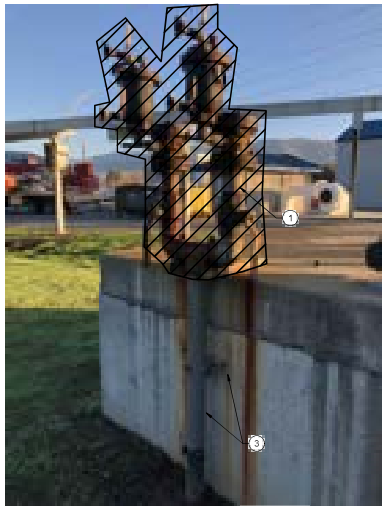
ARV NO. 4 AT FORCE
MAIN B STATION 108+00

## DEMOLITION NOTES

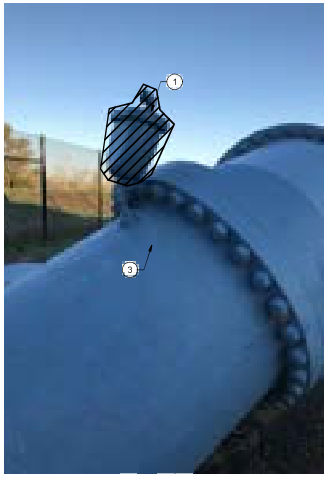
1. DEMOLISH, REMOVE AND DISPOSE OF EX EQUIPMENT TO LIMITS SHOWN. SALVAGE EQUIPMENT IDENTIFIED BY THE CITY PER SPECIFICATION SECTION 024100.
2. DEMOLISH, REMOVE, AND DISPOSE OF EX UTILITY COVER, CONCRETE PAD, PIPING, AND VALVES BEGINNING FROM THE CONNECTION TO THE FORCE MAIN PIPELINE AND EXTENDING TO THE ABOVE GROUND COMBINATION AR/AV VALVE(S). SEE DETAIL 1, DRAWING D-02. SALVAGE EQUIPMENT IDENTIFIED BY THE CITY PER SPECIFICATION SECTION 024100.
3. PROTECT IN PLACE EX CONCRETE, EQUIPMENT, OR FACILITIES ADJACENT TO THE WORK THAT MAY OR MAY NOT BE SHOWN BY THE PHOTOGRAPHS OR DETAILS.



ARV NO. 5 AT FORCE
MAIN B STATION 125+70



ARV NO. 6 AT FORCE
MAIN B STATION 133+05



ARV NO. 6A AT FORCE MAIN B
PIGGING STATION CONNECTION



ARV NO. 7 AT FORCE
MAIN B STATION 8+50

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER NICHOLAS A. BOSWELL C72138 CIVIL STATE OF CALIFORNIA

MNS

**Record Drawings**

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

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

Drawn By: KAD Date: 4-4-2025

Checked By: TNH Date: 4-4-2025

Designed By: NAB Date: 4-4-2025

**Revisions**

| Num. | Description | Engr. Aprv. | Date |
|---|---|---|---|
| | | | |

CITY OF MILPITAS
ENGINEERING DIVISION

# MAIN LIFT STATION FORCE MAIN B AIR RELEASE VALVES REPLACEMENT PROJECT

## DEMOLITION PHOTOGRAPHS AND NOTES

RECOMMENDED FOR BIDDING BY: Ariel Morales DATE: Mar-10-2026

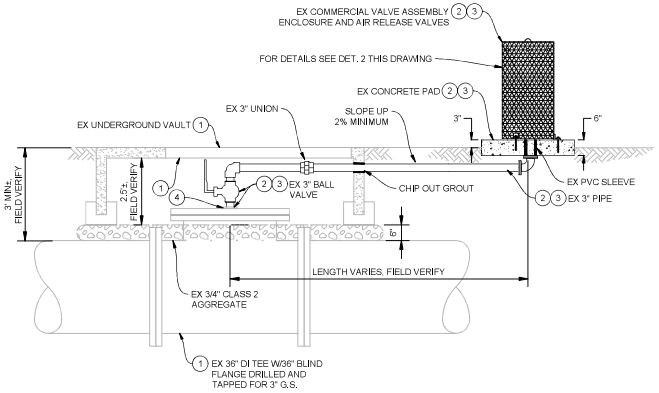
Ariel Morales, P.E., Public Works Division Manager – Utility Engineering

PROJECT NO. 6124
Rec. Dwg No. 2-1031
DRAWING NO. D-01
SCALE:
SHEET 4 OF 9

Docusign Envelope ID: 0F9E5A62-CC6F-4CC6-A061-58149EFE041B

## DEMOLITION NOTES

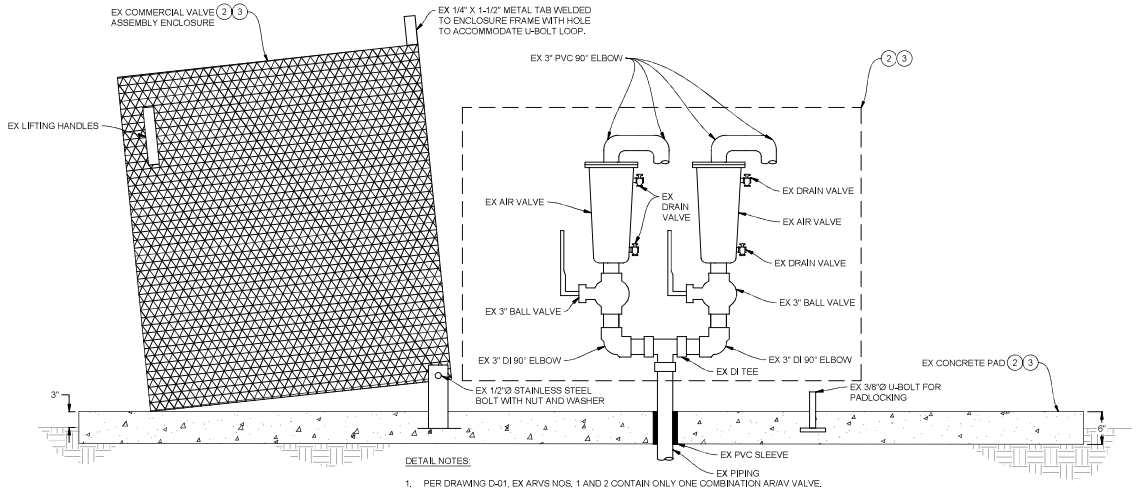
1. PROTECT IN PLACE EX UNDERGROUND VAULT AND 36-INCH FORCE MAIN PIPELINE.
2. DEMOLISH AND REMOVE EX UTILITY COVER, CONCRETE PAD, PIPING AND VALVES FROM THE CONNECTION TO THE 36" FORCE MAIN PIPELINE TO THE ABOVE GROUND COMBINATION AR/AV VALVE(S) DISCHARGE.
3. LEGALLY DISPOSE OF UTILITY COVER, CONCRETE PAD, PIPING AND VALVES. SALVAGE EQUIPMENT IDENTIFIED BY THE CITY TO THE CITY PER THE SPECIFICATIONS.
4. PROTECT IN PLACE EXISTING 3" FEMALE THREADED CONNECTION TO 36" FORCE MAIN PIPELINE. CONTRACTOR SHALL COLLECT AND LEGALLY DISPOSE OF WASTEWATER FROM THE FORCE MAIN PIPELINE AS REQUIRED TO REPLACE THE PROJECT ISOLATION VALVE AND PIPING.




DETAIL NOTES:

1. FACILITIES EXIST NEAR THE EX COMBINATION AR/AV VALVE NOS. 2,3,4,5 AND 7 ARE NOT SHOWN ON THE DETAIL FOR CLARITY. PROTECT IN PLACE EX CONCRETE, EQUIPMENT, OR FACILITIES ADJACENT TO THE WORK THAT IS NOT SHOWN BY THE DETAIL.

1 / D-01 TYPICAL DEMOLITION DETAIL ARV NOS. 2,3,4,5 AND 7
SCALE: 1" = 2'




DETAIL NOTES:

1. PER DRAWING D-01, EX ARVS NOS. 1 AND 2 CONTAIN ONLY ONE COMBINATION AR/AV VALVE.

2 / D-01 TYPICAL DEMOLITION DETAIL ARV NOS. 2,3,4,5 AND 7
SCALE: 1" = 2'

Designer Stamp: REGISTERED PROFESSIONAL ENGINEER NICHOLAS A. BOSWELL C72138 CIVIL STATE OF CALIFORNIA

MNS

**Record Drawings**

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Rec. No. _____

Drawn By: KAD Date: 4-4-2025
Checked By: TNH Date: 4-4-2025
Designed By: NAB Date: 4-4-2025

**Revisions**

| Num. | Description | Engr. Aprv. | Date |
|---|---|---|---|
| | | | |

CITY OF MILPITAS
ENGINEERING DIVISION

# MAIN LIFT STATION FORCE MAIN B AIR RELEASE VALVES REPLACEMENT PROJECT

## TYPICAL DEMOLITION DETAILS FOR ARV NOS. 2,3,4,5 AND 7 AT FORCE MAIN B STATIONS 30+50, 75+30, 108+00, 125+70 AND 8+50, RESPECTIVELY

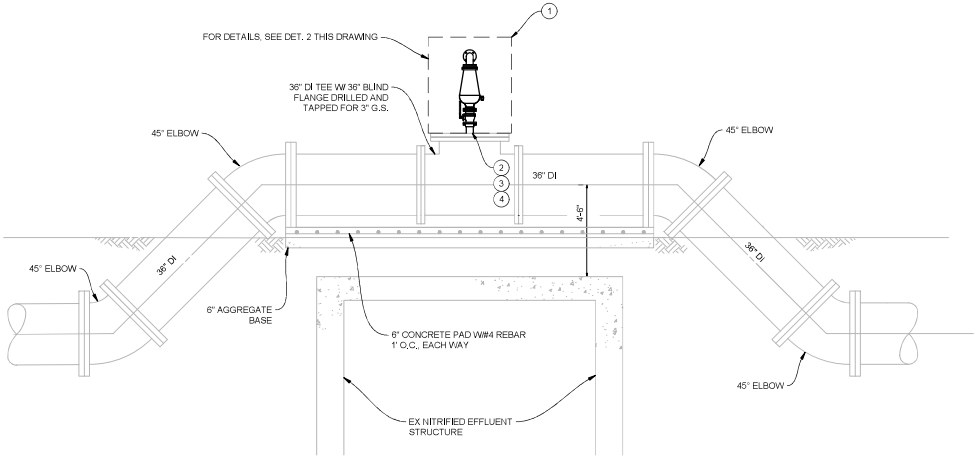
RECOMMENDED FOR BIDDING BY: Ariel Morales DATE: Mar-10-2026
Ariel Morales, P.E., Public Works Division Manager – Utility Engineering

PROJECT NO. 6124
Rec. Dwg No. 2-1031
DRAWING NO. D-02
SCALE:
SHEET 5 OF 9

Docusign Envelope ID: 0F9E5A62-CC6F-4CC6-A061-58149EFE041B

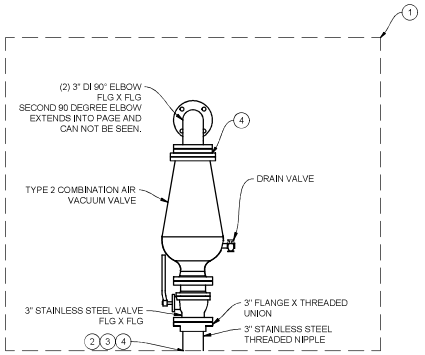
## CONSTRUCTION NOTES

1. INSTALL SINGLE TYPE 2 AIR RELEASE VALVE WITH DUCTILE IRON BLOW OFF PIPING, 3" STAINLESS STEEL BALL VALVE, AND 3" STAINLESS STEEL PIPING AS AS SHOWN TO REPLACE EX AIR RELEASE VALVE DEMOLISHED BY DRAWING D-01.
2. CONNECT TO EX FORCE MAIN.
3. PROTECT IN PLACE EXISTING 3" FEMALE THREADED CONNECTION TO 36" FORCE MAIN PIPELINE. CONTRACTOR SHALL COLLECT AND LEGALLY DISPOSE OF WASTEWATER FROM THE FORCE MAIN PIPELINE AS REQUIRED TO REPLACE THE PROJECT ISOLATION VALVE AND PIPING.
4. INSTALL FLANGE ISOLATION KIT OR DIELECTRIC UNION FOR CONNECTION OF PIPING OF DISSIMILAR METALS.




1 / D-01 SECTION ARV NO. 1 AT FORCE MAIN B STATION 6+00

SCALE: 1" = 3'




2 / M-01 ARV NO. 1 MECHANICAL DETAIL

SCALE: 1" = 1'

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER NICHOLAS A. BOURELL C72138 CIVIL STATE OF CALIFORNIA

MNS

**Record Drawings**

Designer: Date:

Public Works Inspector: Date:

Utility/Facility Dept. Head: Date:

Project Engineer: Date:

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

Drawn By: KAD Date: 4-4-2025

Checked By: TNH Date: 4-4-2025

Designed By: NAB Date: 4-4-2025

**Revisions**

| Num. | Description | Engr. Aprv. | Date |
|---|---|---|---|
| | | | |

CITY OF MILPITAS
ENGINEERING DIVISION

MAIN LIFT STATION FORCE MAIN B AIR RELEASE VALVES REPLACEMENT PROJECT

MECHANICAL DETAILS FOR ARV NO. 1 REPLACEMENT AT FORCE MAIN B STATION 6+00

RECOMMENDED FOR BIDDING BY: Ariel Morales DATE: Mar-10-2026

Ariel Morales, P.E., Public Works Division Manager – Utility Engineering

PROJECT NO. 6124

Rec. Dwg No. 2-1031

DRAWING NO. M-01

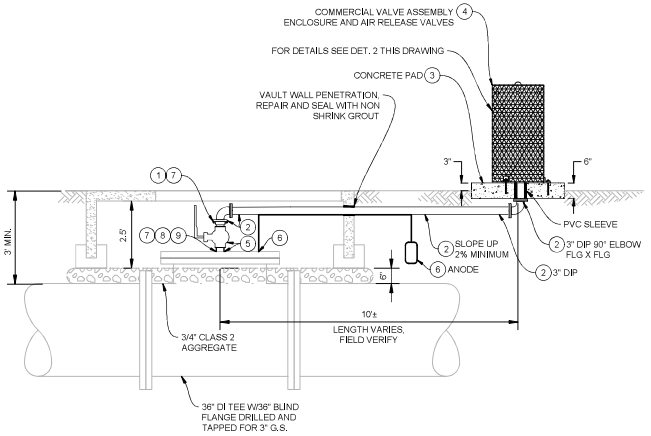
SCALE:

SHEET 6 OF 9

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## CONSTRUCTION NOTES

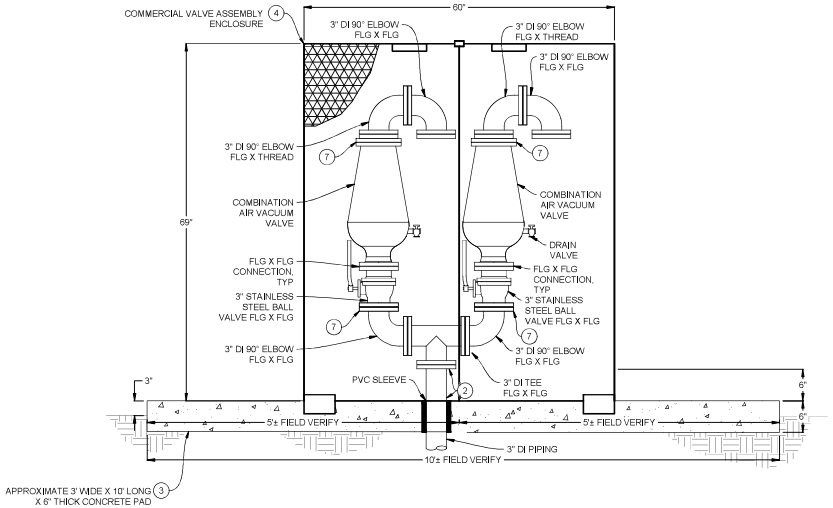
1. INSTALL STAINLESS STEEL THREADED BY FLANGE UNION BETWEEN DIP AND STAINLESS STEEL PIPE.
2. INSTALL 3" FLG X FLG DIP AND FITTINGS.
3. INSTALL CONCRETE PAD PER DETAIL 1, DRAWING M-04.
4. UTILITY COVER AND DUAL COMBINATION AIR RELEASE/ VACUUM VALVES PER DETAIL 2, THIS DRAWING. CONSTRUCT AND INSTALL CUSTOM DUAL SWING LEAF VALVE ENCLOSURE PER THE MODIFIED STD 738 DRAWING M-4. PROVIDE SHOP DRAWING SUBMITTAL PER DRAWING G-02 GENERAL NOTE 2.
5. INSTALL 3" STAINLESS STEEL THREADED NIPPLE AND 3" THREADED STAINLESS STEEL BALL VALVE.
6. INSTALL ONE (1) 32 POUND PREPACKAGED ZINC ANODE WITH TEST STATION FOR CATHODIC PROTECTION OF BURIED 36" DIP TEE PER CITY STDS 702, 770, AND 792 DRAWING M-04. FIELD LOCATE TEST STATION LOCATION ADJACENT TO NEW PAD. CONSTRUCTION MANAGER SHALL APPROVE IN WRITING THE LOCATION(S) FOR THE ANODE INSTALLATION AND TEST STATION.
7. INSTALL FLANGE ISOLATION KIT OR DIELECTRIC UNION FOR CONNECTION OF PIPING OF DISSIMILAR METALS.
8. EXISTING 36" DI BLIND FLANGE DRILLED AND TAPPED FOR 3" THREADED CONNECTION TO 3" BALL VALVE.
9. PROTECT IN PLACE EXISTING 3" FEMALE THREADED CONNECTION TO 36" FORCE MAIN PIPELINE. CONTRACTOR SHALL COLLECT AND LEGALLY DISPOSE OF WASTEWATER FROM THE FORCE MAIN PIPELINE AS REQUIRED TO REPLACE THE PROJECT ISOLATION VALVE AND PIPING.




1 D-01

TYPICAL SECTION ARVS NOS. 2, 3, 4, 5 AND 7 AT FORCE MAIN B STATIONS 30+50, 75+30, 108+00, 125+70, AND 8+50, RESPECTIVELY

SCALE: 1" = 2'




2 M-02

TYPICAL DETAIL ARVS NOS. 2, 3, 4, 5 AND 7

SCALE: 1" = 1'

**Designer Stamp:**

REGISTERED PROFESSIONAL ENGINEER NICHOLAS A. BOSWELL C72138 CIVIL STATE OF CALIFORNIA

MNS

**Record Drawings**

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

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

Drawn By: KAD Date: 4-4-2025

Checked By: TNH Date: 4-4-2025

Designed By: NAB Date: 4-4-2025

**Revisions**

| Num. | Description | Engr. Aprv. | Date |
|---|---|---|---|
| | | | |

CITY OF MILPITAS
ENGINEERING DIVISION

# MAIN LIFT STATION FORCE MAIN B AIR RELEASE VALVES REPLACEMENT PROJECT

## MECHANICAL DETAILS FOR ARV NOS. 2,3,4,5 AND 7 REPLACEMENT AT FORCE MAIN B STATIONS 30+50, 75+30, 108+00, 125+70 AND 8+50, RESPECTIVELY

RECOMMENDED FOR BIDDING BY: Ariel Morales DATE: Mar-10-2026

Ariel Morales, P.E., Public Works Division Manager – Utility Engineering

PROJECT NO. 6124

Rec. Dwg No. 2-1031

DRAWING NO. M-02

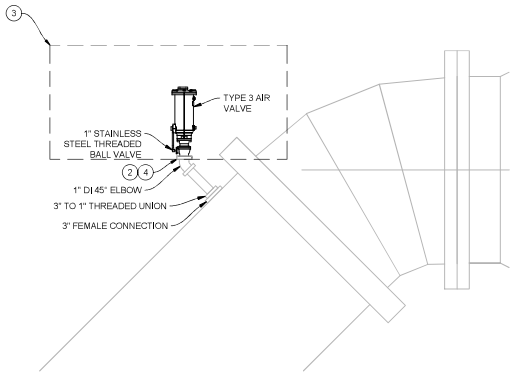
SCALE:

SHEET 7 OF 9

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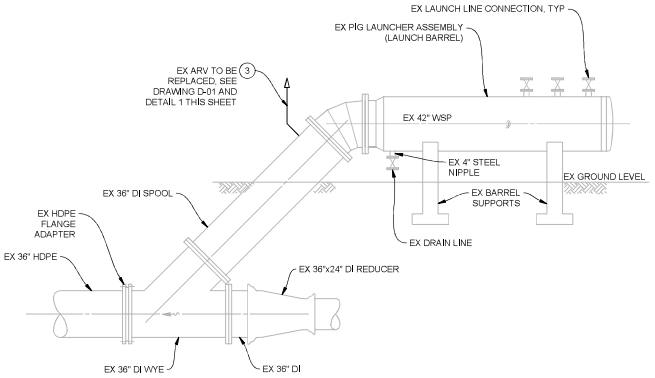
## CONSTRUCTION NOTES

1. INSTALL DUAL TYPE 2 AIR RELEASE VALVES WITH DIP BLOW OFF PIPING, 3" BALL VALVES, AND 3" DUCTILE IRON PIPING AS AS SHOWN TO REPLACE EX AIR RELEASE VALVE, ISOLATION VALVE AND PIPING DEMOLISHED BY DRAWING D-01.
2. CONNECT TO EX PIPING. INSTALL FLANGE ISOLATION KIT OR DIELECTRIC UNION FOR CONNECTION OF PIPING OF DISSIMILAR METALS.
3. INSTALL TYPE 3 AIR RELEASE VALVE WITH BLOW OFF AND SS ISOLATION BALL VALVE TO REPLACE AIR RELEASE VALVE DEMOLISHED BY DRAWING D-01.
4. CONTRACTOR SHALL COLLECT AND LEGALLY DISPOSE OF WASTEWATER FROM THE FORCE MAIN PIPELINE AS REQUIRED TO REPLACE THE PROJECT ISOLATION VALVES AND PIPING.



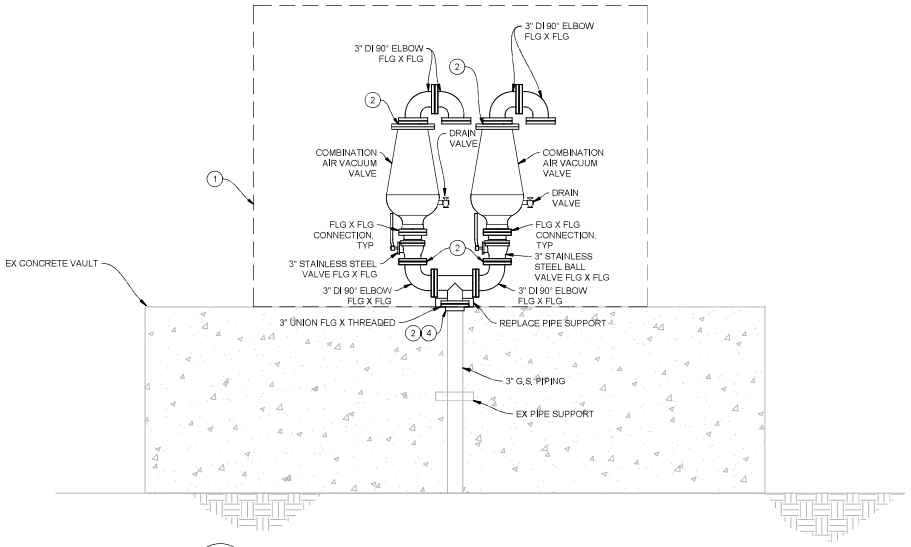

1 / M-03 — DETAIL FOR REPLACEMENT ARV NO. 6A AT FORCE MAIN B PIGGING STATION CONNECTION

SCALE: 1" = 1'




2 / D-01 — SECTION ARV NO. 6A AT FORCE MAIN B PIGGING STATION CONNECTION

NOT TO SCALE




3 / D-01 — SECTION ARV NO. 6 AT FORCE MAIN B STATION 133+05

NOT TO SCALE

**Designer Stamp:**

REGISTERED PROFESSIONAL ENGINEER NICHOLAS A. BOSWELL C72138 CIVIL STATE OF CALIFORNIA

MNS

**Record Drawings**

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

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

Drawn By: KAD Date: 4-4-2025

Checked By: TNH Date: 4-4-2025

Designed By: NAB Date: 4-4-2025

**Revisions**

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|---|---|---|---|
| | | | |

CITY OF MILPITAS — ENGINEERING DIVISION

# MAIN LIFT STATION FORCE MAIN B AIR RELEASE VALVES REPLACEMENT PROJECT

## MECHANICAL DETAILS FOR ARV NOS. 6 AND 6A REPLACEMENT AT FORCE MAIN B STATION 133+05 AND THE FORCE MAIN B PIGGING STATION

RECOMMENDED FOR BIDDING BY: Ariel Morales DATE: Mar-10-2026

Ariel Morales, P.E., Public Works Division Manager – Utility Engineering

PROJECT NO. 6124

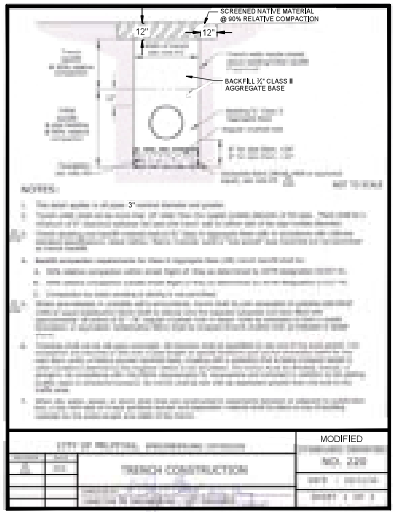
Rec. Dwg No. 2-1031

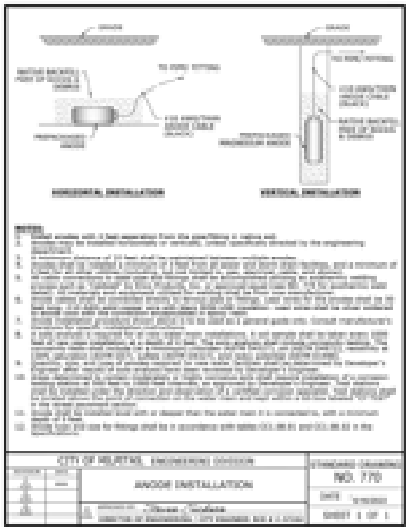
DRAWING NO. M-03

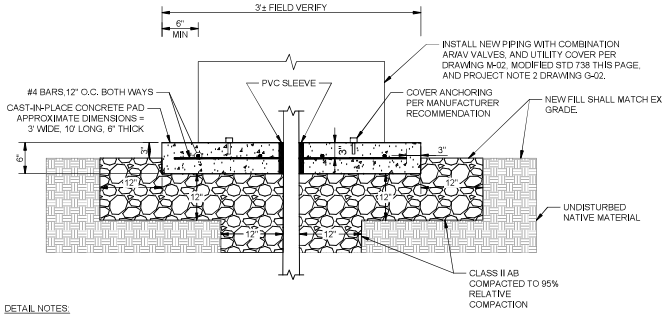
SCALE:

SHEET 8 OF 9

Docusign Envelope ID: 0F9E5A62-CC6F-4CC6-A061-58149EFE041B



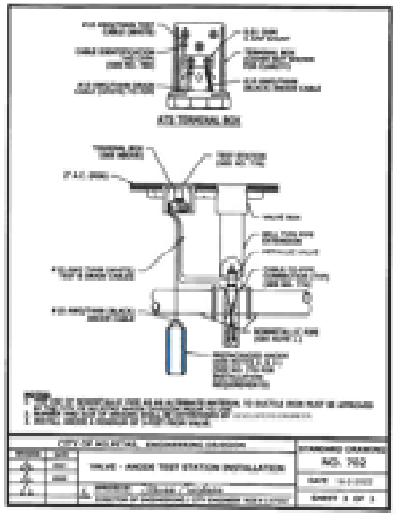



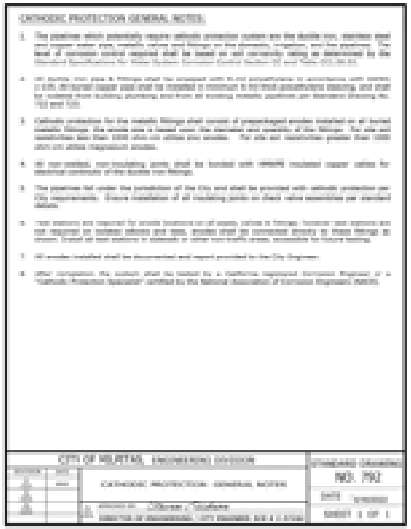



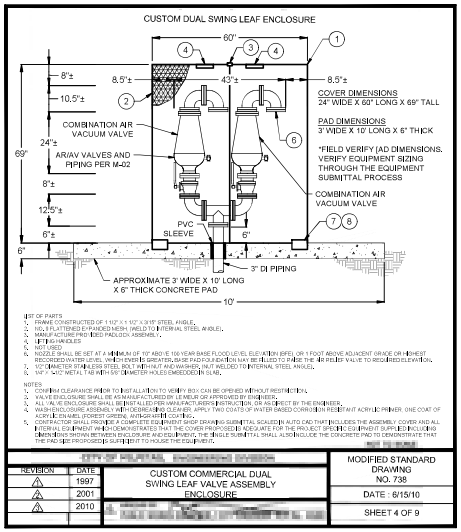

DETAIL NOTES:

1. PAD DIMENSIONS SHOWN ARE APPROXIMATE, CONTRACTOR TO FIELD VERIFY.
2. PROTECT IN PLACE EX PIPING, FACILITIES, CONCRETE, OR STRUCTURES THAT ARE ADJACENT TO THE WORK BUT THAT ARE NOT SHOWN BY THE PLANS.
3. IF EX PIPING, FACILITIES, CONCRETE, OR STRUCTURE INTERFERE WITH THE LAYOUT FOR NEW CONCRETE PAD, CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER AND SHIFT THE PAD LOCATION TO AVOID CONFLICT. IN THE EVENT THE PAD MUST BE SHIFTED, CONTRACTOR SHALL EXTEND THE CONNECTING PIPING ACCORDINGLY.

1 / M-02 TYPICAL CONCRETE PAD SECTION
SCALE: 1" = 1'




**Designer Stamp:**

REGISTERED PROFESSIONAL ENGINEER NICHOLAS A. BOURELL C72138 CIVIL STATE OF CALIFORNIA

MNS

**Record Drawings**

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

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

Drawn By: KAD Date: 4-4-2025

Checked By: TNH Date: 4-4-2025

Designed By: NAB Date: 4-4-2025

**Revisions**

| Num. | Description | Engr. Aprv. | Date |
|---|---|---|---|
| | | | |

CITY OF MILPITAS
ENGINEERING DIVISION

# MAIN LIFT STATION FORCE MAIN B AIR RELEASE VALVES REPLACEMENT PROJECT

## DETAILS

RECOMMENDED FOR BIDDING BY: Ariel Morales DATE: Mar-10-2026

Ariel Morales, P.E., Public Works Division Manager – Utility Engineering

PROJECT NO. 6124
Rec. Dwg No. 2-1031
DRAWING NO. M-04
SCALE:
SHEET 9 OF 9

Docusign Envelope ID: F68BB77D-FEA5-402B-AB23-3ABFEC031649

# CITY OF MILPITAS

# MILPITAS, CALIFORNIA

## CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

## MAIN LIFT STATION FORCEMAIN-B AIR RELEASE VALVES REPLACEMENT PROJECT

## CIP NO. 6124

Recommended for Bidding: Signed by: Ariel Morales 7344927158D54BD... Mar-10-2026

Ariel Morales, P.E., PW Division Manager - Utility Engineering

Approved for Bidding: DocuSigned by: Michael Silveira FB3F096DD7E345F... Mar-10-2026

Michael Silveira, P.E., City Engineer

Bid Set – March 2026

Docusign Envelope ID: F68BB77D-FEA5-402B-AB23-3ABFEC031649

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# 00 11 16 – NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City Council of the City of Milpitas ("City") invites and will receive sealed Bids up to but not later than **2:00 p.m. on Thursday, April 23, 2026 at City of Milpitas City Hall, 1st floor, Information Service Counter, 455 E. Calaveras Boulevard, Milpitas, California 95035**, for the furnishing to City of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for **Main Lift Station Forcemain B Air Release Valves Replacement Project CIP No. 6124** (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. Bidders may obtain a copy of the Contract Documents from OpenGov Procurement (https://procurement.opengov.com/portal/milpitas-ca). To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the City shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room. Additionally, bid packages containing all forms, specifications, terms and conditions may be obtained on the City's OpenGov Procurement website. Links or documents found outside the city's online vendor portal may not be accessible/up-to-date.

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on OpenGov Procurement. It is the responsibility of each prospective bidder to check OpenGov Procurement on a daily basis through the close of bids for any applicable addenda or updates. The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on OpenGov Procurement may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by OpenGov Procurement.

Each Bid shall be accompanied by cash, a certified or cashier's check, or Bid Bond secured from a surety company satisfactory to the City Council, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to City of Milpitas as bid security. The bid security shall be provided as a guarantee that within five (5) working days after the City provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with City.

A **MANDATORY** Pre-Bid Conference is scheduled **for Thursday, April 2, 2026 at 11 AM and Wednesday, April 8, 2026 at 10 AM** to review the Project's existingconditions. The meeting shall occur at at 1425 N. McCarthy Boulevard, Milpitas, CA. Representatives of the City and consulting engineers, if any, will be present. Bidders need only to attend **one** Pre-Bid Conference. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing, and issued as an Addendum. Bids will not be accepted from any bidder who did not attend one of the mandatory Pre-Bid Conferences. It Is the responsibility of the Contractor to perform a site walk to understand the existing conditions and area of work.

Docusign Envelope ID: F68BB77D-FEA5-402B-AB23-3ABFEC031649

The deadline for submitting questions related to this bid is Wednesday, April 15, 2026 **at 2 PM**. Contact **Adrianne Nikoloff, Assistant Engineer via email at anikoloff@milpitas.gov**. Addenda with answers to questions received by the specified time will be posted following the close of questions.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by City to ensure its performance under the contract.

Pursuant to Labor Code Section 1773, City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Santa Clara County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: https://www.dir.ca.gov/dlsr/.

In addition, a copy of the prevailing rate of per diem wages is available at the City's Department of Public Works and shall be made available to interested parties upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract: A or C-34 (Pipeline Contractor).The Engineer's Estimate for the work is between **$350,000 to $400,000.**

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Substitution requests shall be made within 35 calendar days after the award of the contract. Pursuant to Public Contract Code Section 3400(b), the City may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those listed in the Standard Specifications be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

City shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by the City from the **BASE BID ALONE**. City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact **Adrianne Nikoloff, Assistant Civil Engineer**, at City of Milpitas City Hall, 455 E. Calaveras Bouelvard, Milpitas, CA 95035 or (408) 586-3312.

**END OF NOTICE INVITING BIDS**

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# 00 21 13 – INSTRUCTIONS TO BIDDERS

## 1. SECURING DOCUMENTS

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Bid and Contract Documents may be obtained from the City as specified in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any charge for the Contract Documents is stated in the Notice Inviting Bids.

The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must create an account with OpenGov Procurement to obtain the required Contract Documents if they decide to submit a bid for the Project.

Addenda, if any, issued during the bid period will be posted on OpenGov Procurement. Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the contract.

## 2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the contract and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to appropriately manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ and any amendment or renewal thereof, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. By submitting a Bid, each Bidder acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

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## 3. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed contract documents may submit to the Engineer of the City a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other proposed contract documents will be made only by a written addendum duly issued and a copy of such addenda will be mailed or delivered to each prospective Bidder who has purchased a set of Drawings and Specifications. The City will not be responsible for any other explanation or interpretations of the proposed documents. If a Prospective Bidders becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the Prospective Bidder to promptly bring it to the attention of the City.

## 4. INSPECTION OF SITE; PRE-BID CONFERENCE

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Meeting and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids.

## 5. ADDENDA

The City reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the City shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the City will extend the deadline for submission of Bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide City a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the Bidder. Any Addenda will be posted on https://procurement.opengov.com/portal/milpitas-ca. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact **Adrianne Nikoloff, Assistant Engineer, at City of Milpitas City Hall, 455 E. Calaveras Bouelvard, Milpitas, CA 95035 or (408) 586-3312** 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.

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## 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.

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## 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.

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## 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

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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 MAIN LIFT STATION FORCEMAIN-B AIR RELEASE VALVES REPLACEMENT PROJECT**

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.

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## 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

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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 seven (7) 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)

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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.

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# 00 41 43 – BID FORMS

1.1 Bid Acknowledgement.

**NAME OF BIDDER:** _____

To the Honorable City Council of the City of Milpitas, attn City Clerk:

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

**MAIN LIFT STATION FORCEMAIN-B ARV REPLACEMENT PROJECT CIP NO. 6124**

A We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Contract Documents for the Total Bid Price indicated herein.

B The undersigned agrees that this Bid constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

C The undersigned has by careful examination of the Contract Documents and any addenda thereto, and by examination of the actual Site conditions, satisfied itself as to the nature and location of all Work, the plans and specifications, and the general and local conditions to be encountered in the performance of any Work, the requirements of the Contract and all other matters which can in any way affect the Work or the cost thereof.

D The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

List Addenda No's. _____

E Attached hereto and by this reference incorporated herein and made a part of this Bid are the following forms which have been completed and executed by undersigned Bidder:

1. Designation of Subcontractors form.
2. Bidder Information and Experience form.
3. Noncollusion Declaration form.
4. Iran Contracting Act Certification form.
5. Public Works Contractor Registration Certification form.

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6. Attached is the completed Wage Theft Certification form.

7. Contractor's Certificate Regarding Workers' Compensation form.

8. Bid Guarantee in the amount of not less than 10% of the Total Bid Price.

F If awarded a contract, the undersigned hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within fourteen (14) days after the City provides the successful bidder with the Notice of Award.

G Upon receipt of the signed contract and other required documents, the contract will be executed by the City, after which the City will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

H Bidder is an individual _____, or corporation _____, or partnership _____, organized under the laws of the State of _____.

I Bidder represents and confirms that license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

_____

_____

_____

If the Bidder is a joint venture, <u>each</u> member of the joint venture must include the required licensing information.

(SIGNATURES CONTINUED ON NEXT PAGE)

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

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

(Bidder's Name – Print or Type)

_____
(Name and Title)

(Corporate Seal)

_____
(Signature)

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 _____

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1.2 BID SCHEDULE

| NO. | ITEM DESCRIPTION | UNIT OF MEASURE | EST. QTY. | UNIT PRICE | TOTAL ITEM PRICE |
|---|---|---|---|---|---|
| **1.** | Mobilization, Demobilization | LS | 1 | | |
| **2.** | Erosion and Sediment Control Plan | LS | 1 | | |
| **3.** | Demolish Existing Facilities and Salvage of Equipment | LS | 1 | | |
| **4.** | Install ARVs No. 2,3,4,5, and 7 Complete | LS | 1 | | |
| **5.** | Install ARV No. 1 and 6 Complete | LS | 1 | | |
| **6.** | Install ARV No. 6A Complete | 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.

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1.3 List of Subcontractors

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

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

As stated in the Instructions to Bidders, Bidder is required to complete at least 50% of the contract value with its own forces. Bidder shall indicate the value of each subcontractor's work and the sum may not exceed the allowable amount.

| Work to be done by Subcontractor | Name of Subcontractor | Location of Business | CSLB Contractor License No. | DIR Registration Number | % of the Work |
|---|---|---|---|---|---|
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| Work to be done by Subcontractor | Name of Subcontractor | Location of Business | CSLB Contractor License No. | DIR Registration Number | % of the Work |
|---|---|---|---|---|---|
| | | | | | |
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(Attach additional sheets if necessary)

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

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1.4 Bidder Information and Experience Form

**A. INFORMATION ABOUT BIDDER**

**NOTE**: Indicate not applicable ("N/A") where appropriate. If Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder:_____

2.0 Type, if Entity:_____

3.0 Bidder Address: _____

_____

_____

Facsimile Number Telephone Number

_____

Email Address

4.0 How many years has Bidder's organization been in business as a Contractor?

_____

5.0 How many years has Bidder's organization been in business under its present name? _____

5.1. Under what other or former names has Bidder's organization operated?

_____

6.0 If Bidder's organization is a corporation, answer the following:

6.1. Date of Incorporation:_____

6.2. State of Incorporation:_____

6.3. President's Name: _____

6.4. Vice-President's Name(s):_____

_____

6.5. Secretary's Name:_____

6.6. Treasurer's Name:_____

7.0 If an individual or a partnership, answer the following:

7.1. Date of Organization:_____

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7.2. Name and address of all partners (state whether general or limited partnership):

_____

_____

_____

8.0 If other than a corporation or partnership, describe organization and name principals:

_____

_____

9.0 List other states in which Bidder's organization is legally qualified to do business.

_____

_____

10.0 What type of work does the Bidder normally perform with its own forces?

_____

_____

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

_____

_____

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

_____

_____

13.0 List Trade References:

_____

_____

_____

_____

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14.0 List Bank References (Bank and Branch Address):

_____

_____

_____

_____

15.0 Name of Bonding Company and Name and Address of Agent:

_____

_____

_____

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

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## B. LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

| Project Name, & Owner Contact Information | Description of Bidder's Work | Completion Date | Cost of Bidder's Work |
|---|---|---|---|
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## 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 |
|---|---|---|---|
| | | | |
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## 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:

_____

_____

_____

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## 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 _____

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1.5 Non-Collusion Declaration

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Name of Bidder_____

Signature_____

Name_____

Title_____

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1.6 Iran Contracting Act Certification.
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq*.) is true and correct:

☐ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signature:_____

Printed Name:_____

Title:_____

Firm Name:_____

Date:_____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

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## 1.7 Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

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1.8 Wage Theft Certification

The Bidder certifies subject to penalty for perjury that the option checked below relating to the Bidder and its subcontractors' status in regard to wage theft is true and correct:

☐ Neither the Bidder nor any of its subcontractors have been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline.

☐ The Bidder or its subcontractors have been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline. For each violation, the Bidder shall provide a copy of (i) the final court order and/or final administrative decision/action; and (ii) documents demonstrating either that the order/decision/action has been fully satisfied, or if the order/decision/action has not been fully satisfied, documents evidencing a payment or other alternative plan approved by the court/government agency to satisfy the order/decision/action and proof that the Bidder or its subcontractors are in compliance with that plan as of the bid submission deadline.

☐ The City has exempted the Bidder from the requirements of the City of Milpitas Wage Theft Procurement Policy.

Signature:_____

Printed Name:_____

Title:_____

Firm Name:_____

Date:_____

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1.9 Contractor's Certificate Regarding Workers' Compensation.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder_____

Signature_____

Name_____

Title_____

Dated _____

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1.10 Bid Bond

*Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.*

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the City of Milpitas, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20 ____, for MAIN LIFT STATION FORCEMAIN-B AIR RELEASE VALVE REPLACEMENT PROJECT CIP No. 6124.

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporation.

(Corporate Seal)

_____
Contractor/Principal

By _____

Title _____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

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# Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

## OPTIONAL

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

**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

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

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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

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# Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

## OPTIONAL

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

**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

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

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**END OF BID BOND**

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# 00 52 13 – CONTRACT

This CONTRACT, No. _____ is made and entered into this ____ day of _____, _____, by and between City of Milpitas, sometimes hereinafter called "City," and _____, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

**MAIN LIFT STATION FORCEMAIN-B AIR RELEASE VALVES REPLACEMENT PROJECT CIP NO. 6124**

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 150 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars ($_____). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.**In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Form
Bid Bond
Designation of Subcontractors
Information Required of Bidders

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Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor Registration Certification
Wage Theft Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and Drawings
Caltrans Standard Specifications, except Division 1
Caltrans Standard Plans
Applicable Local Agency Standards and Specifications, as last revised
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Administrative Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

i. **WAGE THEFT PREVENTION.**

(a) Contractor, and any subcontractor it employs to complete work under this Contract, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

(b) BY SIGNING THIS CONTRACT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS CONTRACT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH

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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]**

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IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF MILIPITAS

By: _____
Jared Hernandez, Acting City Manager

[INSERT NAME OF CONTRACTOR]

By: _____

Its: _____

Printed Name: _____

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

APPROVED AS TO FORM:

By: _____
Christopher Creech, Acting City Attorney

APPROVED:

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

APPROVED AS TO CONTENT:

By: _____
Christian Di Renzo, Public Works Director

**END OF CONTRACT**

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# Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

## OPTIONAL

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

**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

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

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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# 00 61 13 – BOND FORMS

1.1 Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Milpitas, (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for _____, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

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Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

i Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

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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

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**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

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

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
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.

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WITNESS my hand and official seal.

_____

Signature of Notary Public

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- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
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- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

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

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_____

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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**

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1.2 Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Milpitas (hereinafter designated as the "City"), by action taken or a resolution passed _____ , 20_____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: _____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that

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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 _____

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STATE OF CALIFORNIA
COUNTY OF _____

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

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_____
Signature of Notary Public

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**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

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

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

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Title or Type of Document

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Number of Pages

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Signer(s) Other Than Named Above

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

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COUNTY OF _____

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appeared _____, who proved to me on the basis of satisfactory

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

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Number of Pages

_____
Date of Document

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Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

## END OF PAYMENT BOND

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# 00 72 13 – GENERAL CONDITIONS

## ARTICLE 1 DEFINED TERMS

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

A. Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.

B. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.

C. Additional Work -- New or unforeseen work will be classified as "Additional Work" when the City's Representative determines that it is not covered by the Contract.

D. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.

E. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.

F. Bidder -- The individual or entity who submits a Bid directly to the City.

G. Caltrans Standard Specifications - Standard Specifications of the State of California, Department of Transportation, 2024. Any reference therein to a State agency or officer shall be interpreted as if the corresponding City office or agent acting under this contract were so specified.

H. Caltrans Standard Plans - Standard plans of the State of California, Department of Transportation, 2024. All metric measurements or quantities in the Caltrans Standard Plans shall be disregarded, and equivalent United States measures used.

I. Change Order ("CO") -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.

J. Change Order Request ("COR") -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work. This term may also be referred to as a Change Order Proposal ("COP"), or Request for Change ("RFC").

K. City -- The City of Milpitas.

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L. City Council, Council -- The City Council of the City.

M. City's Representative -- The individual or entity as identified in the Special Conditions to act as the City's Representative.

N. Claim -- A demand or assertion by the City or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

O. Contract -- The entire integrated written agreement between the City and Contractor concerning the Work. "Contract" may be used interchangeably with "Agreement" in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

P. Contract Documents -- The documents listed in Section 00 52 13, Article 5. Some documents provided by the City to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.

Q. Contract Price -- Amount to be paid by the City to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.

R. Contract Times -- The number of days or the dates stated in the Contract Documents to: achieve defined Milestones, if any; and to complete the Work so that it is ready for final payment.

S. Contractor -- The individual or entity with which the City has contracted for performance of the Work.

T. Contractor's Designated On-Site Representative -- The Contractor's Designated On-Site Representative will be as identified in Section 00 72 13, Article 3 and shall not be changed without prior written consent of the City.

U. Daily Rate -- The Daily Rate stipulated in the Contract Documents as full compensation to the Contractor due to the City's unreasonable delay to the Project that was not contemplated by the parties.

V. Day -- A calendar day of 24 hours measured from midnight to the next midnight.

W. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.

X. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.

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Y. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

Z. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

AA. Engineer, whenever not qualified, shall mean the City Engineer or its designee, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them. On all questions concerning the acceptance of materials, machinery, the classifications of material, the execution of work, conflicting interest of the contractors performing related work and the determination of costs, the decision of the Engineer, duly authorized by the City Council, shall be binding and final upon both parties.

BB. Engineer of Record -- The individual, partnership, corporation, joint venture, or other legal entity named as such in Section 00 73 13, Article 1.1. or any succeeding entity designated by the City.

CC. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a class I, class II, or class III disposal site in accordance with provisions of existing law, whichever is more restrictive.

DD. Holiday – The Holidays are defined as legal Federal, State, and City holidays including:

New Year's Day - January 1
Martin Luther King Jr.'s Birthday – Third Monday in January
Lincoln's Birthday – Febraury 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.

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

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FF. Notice of Completion -- The form which may be executed by the City and recorded by the county where the Project is located constituting final acceptance of the Project.

GG. Notice to Proceed -- A written notice given by the City to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.

HH. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

II. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.

JJ. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.

KK. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

LL. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

MM. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.

NN. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the City for performance of any portion of the Work at the Site.

OO. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.

PP. Successful Bidder -- The Bidder submitting a responsive Bid to whom the City makes an award.

QQ. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.

RR. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

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SS. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its bid or as adjusted in accordance with the Contract Documents.

TT. Warranty -- A written guarantee provided to the City by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.

UU. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## ARTICLE 2 CONTRACT DOCUMENTS

A. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

B. **Interpretations.** The Contract Documents are intended to be fully cooperative and complementary. If the Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Change Orders
2. Contract
3. Addenda
4. Special Conditions
5. Technical Specifications
6. Plans (Contract Drawings)
7. General Conditions
8. Instructions to Bidders
9. Notice Inviting Bids
10. Contractor's Bid Forms
11. City Standard Specifications
12. City Standard Drawings
13. Caltrans Standard Specifrications, except Division 1
14. Caltrans Standard Plans
15. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda or Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over Standard Drawings
5. Contract Drawings govern over Shop Drawings

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C. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality, and most expensive shall always apply.

D. **Organization of Contract Documents.**Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Project Work among subcontractors or in establishing the extent of Work to be performed by any trade.

## ARTICLE 3 PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION

Before any Work at the site is started, a conference attended by the City, Contractor, City's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

At this conference the City and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## ARTICLE 4 CONTRACT DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, **five (5)** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents, including submittals, at the Project site.

## ARTICLE 5 EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

A. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

B. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

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C. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.

D. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

## ARTICLE 6 EXISTENCE OF UTILITIES AT THE WORK SITE

A. The City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.

B. Unless indicated otherwise on the Plans and Specifications, no excavations were made to verify the locations shown for underground utilities. The service connections to these utilities may not be not shown on the Plans. Any connections shown on the Plans are general locations. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.

C. If applicable, all water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.

D. Notwithstanding the above, pursuant to section 4215 of the Government Code, the City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for Bids, the City shall assume the responsibility for their timely removal, relocation, or protection.

E. Contractor, except in an emergency, shall contact the appropriate regional notification center (USA North), Northern California Underground Service Alert at 811 or 1-800-227-2600 or on-line at usanorth811.org at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification

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number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor.

## ARTICLE 7 SOILS INVESTIGATIONS

A. Reports and Drawings. The Special Conditions identify:

1. those reports known to the City of explorations and tests of subsurface conditions at or contiguous to the site; and

2. those drawings known to the City of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).

B. Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability, and are not Contract Documents. Contractor shall make its own interpretation of the "technical data" and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such "technical data," Contractor may not rely upon or make any claim against the City, City's Representative, or Engineer of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

## ARTICLE 8 CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the City. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor.Contractor shall continuously provide efficient supervision of the Project.

## ARTICLE 9 WORKERS

A. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

B. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

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## ARTICLE 10 INDEPENDENT CONTRACTORS

Contractor shall be an independent contractor for the City and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of City and are not entitled to benefits of any kind normally provided employees of City, including but not limited to, state unemployment compensation or workers' compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

## ARTICLE 11 SUBCONTRACTS

A. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.

B. The City reserves the right to accept all subcontractors. The City's acceptance of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

C. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

## ARTICLE 12 VERIFICATION OF EMPLOYMENT ELIGIBILITY

By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of the Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

## ARTICLE 13 REQUESTS FOR SUBSTITUTION

A. For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.

B. Pursuant to Public Contract Code section 3400(b), the City may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.

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C. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract Documents. However, the City has adopted uniform standards for certain materials, processes, and articles.

D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than 15 (15) calendar days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the City, the Contractor shall provide the material, method or service specified herein. The City shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

E. Substantiating data as described above shall include, at a minimum, the following information:

1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.

2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.

3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.

4. Information detailing the durability and lifecycle costs of the proposed substitution.

F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.

G. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.

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H. The Contractor shall bear the costs of all City work associated with the review of substitution requests.

I. If substitution requests approved by the Engineer require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

## ARTICLE 14 SHOP DRAWINGS

A. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop drawings, calculations, schedules, and materials list, and all other provisions required by the Contract Documents. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the transmittal letter of the submittal.

B. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written acceptance. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

## ARTICLE 15 SUBMITTALS

A. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Contract Documents. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

B. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.

C. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

## ARTICLE 16 MATERIALS

A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, lights, power, transportation, superintendence, temporary constructions of every nature, and all

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other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

B. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.

D. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.

E. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the City or any independent contractor.

F. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the City shall not be liable for Contractor's failure to so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Form, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications.Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

G. The City shall provide compensation for actual quantities of materials installed in accordance with the Contract Documents and at the price set forth in the Contractor's bid and/or executed change order. The City is not obligated to pay for materials stored on/off site but not yet installed in accordance with the Contract Documents.

## ARTICLE 17 PERMITS AND LICENSES

A. Contractor shall obtain all other necessary permits and licenses for the construction of the Project, including encroachment permits, and shall pay all fees required by law and shall comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of public health and safety. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City.Any construction permits required by City for performing any work on this project will be issued by City at no charge to Contractor. Contractor and all subcontractors shall maintain a City business license at all times they are performing the Work.

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## ARTICLE 18 TRENCHES

A. **Trenches Five Feet or More in Depth.** Contractor shall submit to the Engineer at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

B. **Excavations Deeper than Four Feet.** If the Work involves excavating trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly, and before the excavation is further disturbed, notify the City in writing of any of the following conditions:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

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## ARTICLE 19 DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances, and provide the City Engineer with detailed records and quantities of the materials that were sent to recycling centers. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

## ARTICLE 20 REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

## ARTICLE 21 SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other sanitary facilities required by Cal/OSHA shall be the responsibility of the Contractor.

## ARTICLE 22 AIR POLLUTION CONTROL

Contractor shall comply with all air pollution and dust control rules, regulations, ordinances and statutes, including, but not limited to, those required by the Air Quality Management District. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall comply with the CARB's regulation regarding the use of off-road diesel fueled fleets, sections 2449, 2449.1, and 2449.2 of Title 13 of the California Code of Regulations. Contractor shall provide the City with a Certificate of Reported Compliance for all applicable vehicles used by Contractor or any subcontractor with diesel-fueled or alternative diesel fueled off-road compression-ignition engines with a maximum power of 25 horsepower or greater provided the vehicles cannot be registered and driven safely on-road or were not designed to be driven on-

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road, even if they have been modified so that they can be driven safely on road. Noncompliant fleets are prohibited from being used on the Project. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, it subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

## ARTICLE 23 LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense.

## ARTICLE 24 TESTS AND INSPECTIONS

A. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and City inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

B. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

C. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

D. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.

E. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

F. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

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## ARTICLE 25 PROTECTION OF WORK AND PROPERTY

A. The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

B. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the City and the Contractor.

## ARTICLE 26 CONTRACTOR'S MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

## ARTICLE 27 AUTHORIZED REPRESENTATIVES

The City shall designate representatives, who shall have the right to be present at the Project site at all times. The City may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.Contractor shall provide safe and proper facilities for such access.

## ARTICLE 28 HOURS OF WORK

A. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

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B. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

C. The Contractor shall pay to the City a penalty of twenty-five dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

D. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the City. Contractor shall also timely notify the City when work will be perfomed outside regular working hours or on weekends or holidays.

E. City will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to city/county ordinance.

F. Refer to the most current version of the City of Milpitas Noise Abatement Ordinance, Ord. 196.6 of the Municipal Code Section V-213. It shall be unlawful for any person to engage or permit to engage in construction of any building or related road or walkway, pool, or landscape improvement or in the construction operations related thereto including to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 7:00 p.m., Monday through Sunday, unless otherwise approved by the City:

1. Powered Vehicles

2. Construction Equipment

3. Loading and Unloading Vehicles

4. Domestic Power Tools

## ARTICLE 29 PAYROLL RECORDS; LABOR COMPLIANCE

A. Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor

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shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

B. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

C. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

D. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:

1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

E. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

F. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the contract shall not be marked or obliterated.

G. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars ($100.00) to the City for each calendar day, or portion thereof, for each worker, until strict compliance is

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effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

H. The responsibility for compliance with this Article shall rest upon the Contractor.

## ARTICLE 30 PREVAILING RATES OF WAGES

A. The Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the City's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

B. The Contractor shall forfeit as a penalty to the City not more than Two Hundred Dollars ($200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

C. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

## ARTICLE 31 PUBLIC WORKS CONTRACTOR REGISTRATION

Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all

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subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

## ARTICLE 32 EMPLOYMENT OF APPRENTICES

A. Contractor and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.

B. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

C. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

D. The responsibility for compliance with this Article shall rest upon the Contractor.

## ARTICLE 33 NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.

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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

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by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to the City. All certificates and endorsements must be received and approved by the City before Work commences.

A. **Additional Insureds; Waiver of Subrogation**. The City, its elected and appointed officials, officers, attorneys, agents employees and volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.

B. **Workers' Compensation Insurance**. The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.

C. **Employer's Liability Insurance**. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars ($1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.

D. **Commercial General Liability Insurance**. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The

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policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.

2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.

4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

E. **Automobile Liability Insurance**. Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars ($1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the City. All policies of

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automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

F. Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by City. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.

G. **Contractor's Pollution Liability Coverage.** Contractor shall provide pollution liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate.

## ARTICLE 37 FORM AND PROOF OF CARRIAGE OF INSURANCE

A. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

B. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, agents, employees, and volunteers.

C. The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

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D. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

E. City reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if, in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

F. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

## ARTICLE 38 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. **Time for Completion/Liquidated Damages.** Time is of the essence in the completion of the Work. Work shall be commenced within **ten (10) Days** of the date stated in the City's Notice to Proceed and shall be completed by Contractor specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed as determined by the City. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

B. 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.

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| 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 |

A. **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.

B. **No Damages for Reasonable Delay.** The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

## ARTICLE 39 SCHEDULE OF VALUES, COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the City:

A. When requested by the Engineer, and within ten (10) Days of Notice to Proceed with the Contract, the Contractor shall provide a Schedule of Values consisting of a detailed estimate giving a complete breakdown of the Contract price for each lump sum bid item in the Contract.

B. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.

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C. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.

D. Following the City's Acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request.

E. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

## ARTICLE 40 PROGRESS ESTIMATES AND PAYMENT

A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include any amount earned for authorized extra work. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the City has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section B below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.

B. The Contractor shall provide an updated project schedule with each payment request.

C. The City may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:

1. Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.

2. Defective work not remedied.

3. Failure of Contractor to make proper payments to his subcontractor or for material or labor.

4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.

5. Damage to another contractor or a third party.

6. Amounts which may be due the City for claims against Contractor.

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7. Failure of Contractor to keep the record ("as-built") drawings up to date.

8. Failure to provide update on construction schedule as required herein.

9. Site cleanup.

10. Failure to comply with Contract Documents.

11. Liquidated damages.

12. Legally permitted penalties.

D. The City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (B)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the City shall be deemed the agent of Contractor and any payment so made by the City shall be considered as a payment made under contract by the City to Contractor and the City shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The City will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

E. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The City shall make the progress payment within 30 calendar days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Engineer exceeds the seven (7) Day requirement.

F. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the City.

## ARTICLE 41 SECURITIES FOR MONEY WITHHELD

Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the City to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the City to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

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## ARTICLE 42 CHANGES AND EXTRA WORK.

### A. Contract Change Orders.

1. The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. Except as otherwise provided herein, all such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

2. Contractor shall promptly execute changes in the Work as directed in writing by the City even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation shall be presented in writing. No claim will be considered after the Work in question has been completed unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor.

3. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.

4. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.

5. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the work, including Additional Work, promptly and expeditiously.

6. Contractor shall make available to the City any of the Contractor's documents related to the Project immediately upon request of the City, as set forth in Article 52.

7. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

### B. Contract Price Change.

1. Process for Determining Adjustments in Contract Price.

   a. Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract Price or

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Contract Time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the City, unless the City requests that proposals be submitted in less than seven (7) Days.

b. Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.

c. Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the City.

d. Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the City, including but not limited to estimates and quotations from subcontractors or material suppliers, as the City may reasonably request. Contractor shall certify the accuracy of all Change Order Requests under penalty of perjury.

e. If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the City has the right to order the Contractor in writing to commence the Work immediately on a time and materials basis and/or issue a lump sum change to the Contract Price and/or Contract Time in accordance with the City's estimate. If the change is issued based on the City's estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the City's estimate was in error.

2. Unit Price Change Orders.

a. When the actual quantity of a Unit Price item is found to vary from the Bid Form, compensation for the change in quantity will be calculated by multiplying the actual quantity by the Unit Price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents. Contractor shall immediately inform the Engineer when the actual quanities vary from estimated quantities.

b. No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the Bid Form include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.

c. Bid items included on the Bid Form may be deducted from the Work in their entirety without any negotiated extra costs.

d. Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Form will

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be adjusted to reflect the actual unit quantities which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of a final additive or deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in City's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract Time in accordance with the Contract Documents.

3. Lump Sum Change Orders. Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be segregated as follows:

   a. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

   b. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the City shall determine the materials cost, at its sole discretion.

   c. Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of $1,000 or less, shall be considered included in the Overhead and Profit mark-ups established below. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.

4. Time and Materials Change Orders.

   a. General. The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items.

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b. Timely and Final Documentation.

i. T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the City's Representative for an approval signature **each day** Additional Work is performed. Failure to get the City's Representative's approval signature each Day shall result in a waiver of Contractor's right to claim these costs. The City's Representative's signature on time sheets only serves as verification that the Work was performed and is not indicative of City's agreement to Contractor's entitlement to the cost.

ii. T&M Daily Summary Sheets. All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by Contractor within **three (3) Days** of incurring the cost for labor, material, equipment, and special services as Additional Work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Each T&M Daily Summary Sheet shall include Contractor's actual costs incurred for the Additional Work performed that day and a cumulative total of Contractor's actual costs incurred for the Additional Work. Contractor's failure to provide a T&M Daily Summary Sheet showing a total cost summary within three (3) Days but within five (5) Days of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Daily Summary Sheet within five (5) Days of performance of the Work will result in a total waiver of Contractor's right to claim these costs.

iii. T&M Total Cost Summary Sheet. Contractor shall submit a T&M Total Cost Summary Sheet, which shall include total actual costs, within **seven (7) Days** following completion of City approved Additional Work. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Contractor's failure to submit the T&M Total Cost Summary Sheet within seven (7) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the T&M Summary Sheets or the performance of the Additional Work.

c. Labor. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated

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by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in the Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.

i. Equipment Operator Exception. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.

ii. Foreman Exception. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to the Additional Work shall be paid. Indirect labor costs, including, without limitation, the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead.

d. Materials. The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Project site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.

i. Trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by Contractor.

ii. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the City's Representative.

iii. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Additional Work items or the current wholesale price for such materials delivered to the Project site, whichever price is lower.

iv. If, in the opinion of the City's Representative, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Project site less trade discounts.

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v. The City reserves the right to furnish materials for the Additional Work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on City furnished materials.

e. Equipment.

i. Rental Time. The rental time to be paid for equipment on the Project site shall be the time the equipment is in productive operation on the Additional Work being performed and, in addition, shall include the time required to move the equipment to the location of the Additional Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the Additional Work, even though located at the site of the Additional Work.

(a) Rental Time Not Allowed. Rental time will not be allowed while equipment is inoperative due to breakdowns.

(b) Computation Method. The following shall be used in computing the rental time of equipment on the Project site.

(i) When hourly rates are paid, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.

(ii) When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.

ii. Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate (i.e., daily, monthly) resulting in the least total cost to the City for the total period

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of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the City's Representative. Contractor may furnish cost data which might assist the City's Representative in the establishment of the rental rate.

iii. Contractor-Owned Equipment.

(a) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.

(b) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then City shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the City that the equipment could be actively used on another project.

(i) All equipment shall, in the opinion of the City's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.

(ii) Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the City's Representative, in duplicate, a description of the equipment and its identifying number and the scheduled Additional Work activities planned.

(iii) Unless otherwise specified, manufacturer's rating and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

f. Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.

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i. Invoices for Special Services. When the City's Representative and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs, after validation of market values by the City's Representative.

ii. Discount and Allowance. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit specified herein, a total allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.

iii. When the City determines, in its sole discretion, that competitive bidding is necessary for certain special services, Contractor shall solicit competitive bids for those special services.

g. Excluded Costs. The term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.

i. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;

ii. Office Expenses. Expenses of Contractor's principal and branch offices;

iii. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;

iv. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or

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equipment wrongly supplied, and making good any damage to property;

v. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;

vi. Small Tools. Cost of small tools valued at less than $1,000 and that remain the property of Contractor;

vii. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;

viii. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;

ix. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;

x. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.

h. Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

i. "Net Cost" is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide City with documentation of the costs, including, but not limited to, payroll records, invoices, and such other information as City may reasonably request.

ii. For Work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.

iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor's Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.

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iv. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.

v. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

5. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.

6. For added or deducted Work by subcontractors, the Contractor shall furnish to the City the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors

7. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the City a detailed record of the cost to the Contractor, signed by such vendor or supplier.

8. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

9. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes

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and/or clarifications. The Contractor may not change or modify the City's change order form in an attempt to reserve additional rights.

10. If the City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the City, a Change Order will be issued by the City. If no agreement can be reached, the City shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within fifteen (15) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the City may require.

C. **Change of Contract Times.**

1. The Contract Times may only be changed by a Change Order.

2. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to this Article. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.

3. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence, unless City's Representative allows an additional period of time to ascertain more accurate data in support of the request. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.

4. City may elect, at City's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.

5. <u>Use of Float and Critical Path.</u>

   a. Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the City or the Contractor.

   b. Contractor shall not be entitled to compensation, and City will not compensate Contractor, for delays which impact early completion. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float.

6. Contractor's entitlement to an extension of the Contract Times is limited to a City-caused extension of the critical path, reduced by the Contractor's

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concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the City-caused delay extends the critical path beyond the previously approved Contract Time. If approved, the increase in time required to complete the Work shall be added to the Contract Time.

a. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

b. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions (as determined by the City), Acts of God, acts or failures to act of utility owners not under the control of City, or other causes not the fault of and beyond control of City and Contractor, then Contractor shall be entitled to an time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.

c. Utility-Related Delays.

i. Contractor shall immediately notify in writing the utility owner and City's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.

ii. Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.

7. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:

a. Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be

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liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.

b. Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.

8. No Damages for Reasonable Delay.

a. City's liability to Contractor for delays for which City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.

b. City and City's Representative, and the officers, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

9. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices City's and City's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of this Article.

10. Contractors submission of daily construction reports and schedule updates in accordance with these Contract Documents is required for the evaluation of the merits of time extension request. Failure of the Contractor to submit daily construction reports and schedule updates shall constitute a waiver of its right to seek a time extension or additional compensation.

## ARTICLE 43 FINAL ACCEPTANCE AND PAYMENT

A. Final Inspection. Upon written notice from Contractor that the entire Work is complete, the Engineer will promptly make a final inspection and will notify Contractor in writing of all particulars in which this inspection reveals that the Work

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is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. Final Acceptance. After Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as-builts), and other documents required by the Contract Documents, the City shall execute and file with the County in which the Project is located a Notice of Completion, constituting final acceptance and completion of the Project, except as may be expressly noted.

C. Final Payment.

1. Application for Payment. Upon execution of the Notice of Completion, Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied (except as previously delivered) by: all documentation called for in the Contract Documents, including but not limited to a fully completed Conditional Waiver and Release on Final Payment

2. City's Review of Application and Acceptance. If, on the basis of the City's observation of the Work during construction and final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the City is satisfied that the Work has been completed and Contractor has satisfied all other requirements for final payment, the City will process the final payment appllication. Otherwise, the City will return the payment application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the application for payment.

3. Payment Becomes Due. Within sixty (60) Days after the presentation to the City of the proper and complete final application for payment and accompanying documentation, the amount recommended by the Engineer, less any sum the City is entitled to set off pursuant to the Contract Documents, will become due and will be paid by the City to Contractor.

D. Waiver of Claims. The making and acceptance of final payment will constitute a waiver of all Claims by Contractor against the City other than those previously made in accordance with the requirements herein and expressly acknowledged by the City in writing as still unsettled.

## ARTICLE 44 OCCUPANCY

The City reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract.This use shall not relieve the Contractor of its responsibilities under the Contract.

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## ARTICLE 45 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the City's choosing), indemnify and hold harmless the City, officials, officers, agents, employees, and representatives, and each of them from and against:

A. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the City or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the City or its officials, officers, employees, or authorized volunteers.

B. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

C. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;

D. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the City Council's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

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## ARTICLE 46 PROCEDURE FOR RESOLVING DISPUTES

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 42, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

B. **Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 42 "Changes and Extra Work" has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 42, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment. The claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

C. **Supporting Documentation.** The Contractor shall submit all claims in the following format:

1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

2. List of documents relating to claim:

   Specifications

   Drawings

   Clarifications (Requests for Information)

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Schedules

Other

3. Chronology of events and correspondence
4. Analysis of claim merit
5. Analysis of claim cost
6. Time Impact Analysis in CPM format

D. **City's Response.** Upon receipt of a claim pursuant to this Article, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the City issues its written statement.

1. If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three Days following the next duly publicly noticed meeting of the City's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than $15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

E. **Meet and Confer.** If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 Days of receipt of the City's response or within 15 Days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

F. **Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the

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City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

G. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

H. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of $375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

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2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

I. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**

J. **Non-Waiver.** The City's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

## ARTICLE 47 CITY'S RIGHT TO TERMINATE CONTRACT

A. **Termination for Cause by the City:**

1. In the sole estimation of the City, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the City may serve written notice upon the Contractor and its Surety of the City's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) calendar days

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unless such violations have ceased and arrangements satisfactory to the City have been made for correction of said violations.

2. In the event that the City serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform the Contract. If the Surety does not: (1) give the City written notice of Surety's intention to take over and commence performance of the Contract within 15 calendar days of the City's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of the Contract within 30 calendar days of the City's service of said notice upon Surety; then the City may take over the Work and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.

3. In the event that the City elects to obtain an alternative performance of the Contract as specified above: (1) the City may, without liability for so doing, take possession of and utilize in completion of the Work such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion (A special lien to secure the claims of the City in the event of such suspension is hereby created against any property of Contractor taken into the possession of the City under the terms hereof and such lien may be enforced by sale of such property under the direction of the City Council without notice to Contractor. The proceeds of the sale after deducting all expenses thereof and connected therewith shall be credited to Contractor. If the net credits shall be in excess of the claims of the City against Contractor, the balance will be paid to Contractor or Contractor's legal representatives.); and (2) Surety shall be liable to the City for any cost or other damage to the City necessitated by the City securing an alternate performance pursuant to this Article.

B. **Termination for Convenience by the City:**

1. The City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the City determines that a termination is in the City's interest.

2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the Effective Date of such termination.

3. After receipt of Notice of Termination, and except as directed by the City's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

   a. Stop Work as specified in the Notice.

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b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.

e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.

f. Submit to the City's Representative, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience."

4. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.

5. In the event that the City exercises its right to terminate this Contract pursuant to this clause, the City shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, the following amounts:

a. All actual reimbursable costs incurred according to the provisions of this Contract.

b. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the City's Representative that it is reasonably probable that Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.

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c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.

C. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

## ARTICLE 48 WARRANTY AND GUARANTEE OF WORK

A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the City, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date of the Notice of Completion of the Project without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.

B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing of required repairs, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder immediately upon demand.

C. In addition to the warranty set forth in this Article, Contractor shall obtain for City all warranties that would be given in normal commercial practice and assign to City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City as required.

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D. When specifically indicated in the Contract Documents or when directed by the Engineer, the City may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the City for installation by the Contractor to be voided or reduced, Contractor shall indemnify City from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the City for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.

E. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.

F. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the City shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.

G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

H. Acceptance of Defective Work.

1. If, instead of requiring correction or removal and replacement of Defective Work, the City prefers to accept it, City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to City's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.

2. If any acceptance of defective work occurs prior to release of the Project Retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by City.

3. If the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.

4. If the acceptance of Defective Work occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to City.

I. City May Correct Defective Work.

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1. If Contractor fails within a reasonable time after written notice from City's Representative to correct Defective Work, or to remove and replace rejected Work as required by City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, City may, after seven (7) Days' written notice to Contractor, correct, or remedy any such deficiency.

2. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City and City's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable City to exercise the rights and remedies to correct the Defective Work.

3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by City correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work; and City shall be entitled to an appropriate decrease in the Contract Price.

4. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.

5. If the Change Order is executed after all payments under the Contract have been paid by City and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.

6. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to City.

7. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to City correcting Defective work.

J. Nothing in the Warranty or in the Contract Documents shall be construed to limit the rights and remedies available to City at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

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## ARTICLE 49 DOCUMENT RETENTION & EXAMINATION

A. In accordance with Government Code section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

B. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.

C. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

## ARTICLE 50 SEPARATE CONTRACTS

A. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

B. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.

C. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

## ARTICLE 51 NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to the City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever

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is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

## ARTICLE 52 NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code section 9201, the City shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The City is entitled to recover reasonable costs incurred in providing such notification.

## ARTICLE 53 STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

## ARTICLE 54 INTEGRATION

A. **Oral Modifications Ineffective.** No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

B. **Contract Documents Represent Entire Contract.**The Contract Documents represent the entire agreement of the City and Contractor.

## ARTICLE 55 ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the City. Any assignment or change of Contractor's name of legal entity without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

## ARTICLE 56 CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect City's rights under the Contract, including but not limited to the bonds.

## ARTICLE 57 ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Public Contract Code section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all

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causes of action it may have under Section 4 of the Clayton Act (15 USC, Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

**ARTICLE 58 PROHIBITED INTERESTS**

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

**ARTICLE 59 CONTROLLING LAW**

Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

**ARTICLE 60 JURISDICTION; VENUE**

Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of Santa Clara County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

**ARTICLE 61 LAWS AND REGULATIONS**

A. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, it shall bear all costs arising therefrom.

B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (“ADA”) (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

**ARTICLE 62 PATENTS**

Contractor shall hold and save the City, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this contract.

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## ARTICLE 63 OWNERSHIP OF CONTRACT DOCUMENTS

All Contract Documents furnished by the City are City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the City on request at completion of the Work.

## ARTICLE 64 NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

## ARTICLE 65 SURVIVAL OF OBLIGATIONS

All reresentations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

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# 00 73 13 – SPECIAL CONDITIONS

1.1 Engineer of Record.

A. For purposes of this Project, the Engineer of Record or Engineer shall be: Nicholas Boswell, MNS Engineers. Inc.

1.2 Location of the Project.

A. The Project is located beginning at the Main Lift Station located at 1425 N. McCarthy Blvd., Milpitas. CA and extending to the San Jose-Santa Clara Regional Wastewater Facility (SJ-SC RWF) located at 700 Los Esteros Rd., San Jose CA.

B. The general location of the Project is shown on City Drawing No. G-01.

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

A. City, at its expense, will provide all rights-of-way or permits, or both, covering the crossing of private property and public and private rights-of-way necessary for the permanent Work; provided, however, Contractor shall, at its expense, obtain any bonds or insurance policies or pay any fees and enter into any agreements required by a controlling authority, *e.g.*, Caltrans or Southern Pacific Railroad Company, before Contractor enters upon any property or right-of-way under the jurisdiction of any such controlling authority for the purpose of performing Work.

B. City has acquired or is negotiating to acquire any rights-of-way, or both, necessary for the permanent Work.

C. City will acquire a Right-of-Way Entry Agreement for contractor construction access to the facilities on San Jose property.

D. 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.

E. 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.

F. Contractor shall, also, as a condition for receiving final payment, obtain, and provide City's Representative with copies of, executed damage releases from the owners of certain public and private property or areas which have been crossed by the Work or otherwise affected by the Work. The damage releases will be on a form provided by City.

1.4 Site Data.

NOT USED

1.5 Pre-Purchased or Pre-Negotiated Material.

NOT USED

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1.6 Designation of City's Representative.

A. Unless otherwise modified by City, City's Representative shall be **Ariel Morales P.E., Public Works Division Manager – Utility Engineering, 408-586-3358.**

1.7 Project Retention

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

1.8 Liquidated Damages Due to Contractor Delay.

A. Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, City will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code section 53069.85, City shall therefore be entitled to **$**3600 per Day as liquidated damages for each Day or part thereof that actual completion extends beyond the time specified.

B. Liquidated damages may be deducted from progress payments due to Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent City, in case of Contractor's default, from terminating the Contractor.

1.9 Utility Outages – Notices to Residents.

A. Should Contractor's operations require interruption of any utility service, Contractor shall notify City at least ten (10) Days prior to the scheduled outage. Contractor will notify all impacted residents on a form provided by City at least seven (7) Days prior to the scheduled outage.

B. Contractor shall be responsible for providing, at its cost, any temporary utility or facilities necessitated by the utility outage.

1.10 Schedule Constraints.

A. The duration for valve replacement will be limited to 30 days. Once construction is started, the Contractor shall work continuously to complete construction.

B. City has considered these Schedule Constraints when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Constraints.

1.11 Safety Programs.

A. In addition to all other safety requirements of the Contract Documents, Contractor must comply with all applicable laws and regulations of the federal, state, and local government, including OSHA/Cal-OSHA requirements, at all times during the completion of the Work.

B. City has considered these Safety Programs when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Programs.

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1.12 Coordination with Other Contractors.

A. In addition to the Contract requirements relating to other work at the Site, City anticipates that other agencies will be performing work within the Site. Specifically:

1. Public Works Department Maintenace and operation of Facilities at Main Lift Station. The contractor shall be required to coordinate with the Public Works Department prior to construction as City Operations Staff will need to direct wastewater from the Main Lift Station to Forcemain-A to allow for replacement of the Forcemain-B Air Release Valves. The contractor will be required to notify the City in writing 21 days prior to the start of field construction activites.

2. San Jose-Santa Clara Regional Wastewater Facility – The contractor shall coordinate site access with the assistance of the City of Milpitas to replace the ARV's on SJ-SC RWF property.

3. The contractor shall ensure work is coordinated between the two facilities so as not to impact operation of the Main Lift Station or the SJ-SC Recycled Water Facility.

B. City has considered these other contractors when determining the Contract Times and no additional time or compensation will be added to the Contract due to these other contractors.

1.13 Maintenace of Existing Facilites

A. Prior to replacement of the Forcemain-B ARV valves, the City will shut down pumping of wastewater to Forcemain-B. The City will be responsible for verifying shutdown and depressurization of the Forcemain-B. In the event there is a sewage spillover, the City Operations team will be responsible for treating the spillover.

1.14 Contingency Plan

A. Contractor will be responsible for capping at the end of everyday, so that in the event of an emergency, the City may turn on Forcemain-B. The City reserves the right to turn Forcemain-B on at any time.

1.15 Salvage of Equipment

A. The City has the right to salvage any items identified within the project vicinity.

B. The Contractor shall notify the City's Representative five days prior to any salvage or demolition work.

C. The City's Representative will mark items to be salvaged.

D. The Contractor shall be responsible for properly disconnecting, removal from their foundations, cleaning and storing salvaged items. Salvaged items shall be delivered by the Contractor to a storage location designated by the City.

E. All drop offs must be coordinated with the City.

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**END OF SPECIAL CONDITIONS**

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# 01 00 00 – GENERAL REQUIREMENTS

## PART 1 GENERAL

1.1 DESCRIPTION

A. The scope of work for this project involves replacement of existing sewage air release valves and existing combination sewage air release and air vacuum valve assemblies, including concrete pads and utility covers on the City of Milpitas Main Lift Station Forcemain-B pipeline. This project also includes demolition of existing and installation of new concrete pads, piping, valves, and security covers.

## PART 2 (NOT USED)

## PART 3 EXECUTION

3.1 LAYOUT OF WORK AND QUANTITY SURVEYS

A. General. The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work, and all necessary surveys to compute quantities of Work performed.

City and/or the Engineer of Record has established primary control to be used by the Contractor for establishing lines and grades required for the Work.

Primary control consists of benchmarks and horizontal control points in the vicinity of the Work.A listing and identification of the primary control is provided on the Drawings. Before beginning any layout work or construction activity, the Contractor shall check and verify primary control, and shall advise the City Representative of any discrepancies.

B. Quantity surveys. The Contractor shall perform such surveys and computations as are necessary to determine quantities of Work performed or placed during each progress payment period, and shall perform all surveys necessary for the City Representative to determine final quantities of Work in place.The City Representative will determine final quantities based upon the survey data provided by the Contractor, and the design lines and grades.If requested by the City Representative, the Contractor shall provide an electronic copy of data used for quantity computations.

All surveys performed for measurement of final quantities of Work and material shall be subject to approval of City's Representative. Unless waived by City's Representative in each specific case, quantity surveys made by the Contractor shall be made in the presence of City's Representative.

C. Surveying

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

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

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(b) Structure points shall be set within 0.01 foot, except where operational function of the special features or installation of metalwork and equipment require closer tolerances. When formwork has been placed and is ready for concrete, the Contractor shall check the formwork for conformance with the drawings and to ensure that the forms are sufficiently within the tolerance limits for the completed work.

(c) Cross-section points shall be located within 0.1 foot, horizontally and vertically.

(d) Aerial Mapping shall meet National Mapping Standards for 2-foot contour intervals.

D. Records. Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded on electronic data collectors or in standard field books and must be of sufficient quality to enable the Contractor to prepare accurate record drawings as required by the Contract Documents.

E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required for surveys for the layout of work and quantity surveys shall be included in the Schedule of Pay Items for items of work requiring the surveys. No additional compensation shall be made to the Contractor for this Work.

3.2 SCHEDULE

A. Estimated Schedule. Within 21 Days after the issuance of the Notice of Award, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.

B. Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The overall Project Schedule duration shall be within the Contract time.

C. Weather Allowance. The schedule shall allow adequate time for inclement weather.

D. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer monthly when requested to do so by Engineer. Contractor shall also submit schedules showing a three week detailed look-ahead at bi-weekly meetings conducted with the City. The Engineer may withhold

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progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

3.3 TEMPORARY FIELD OFFICE

A. Inspector's Field Office. The installation of a field offices are subject to City Building Permit requirements. Contractor shall be responsible for providing the inspector's field office. The office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, high-speed internet connection, and a fax machine at Contractor's expense. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

B. Utility Services. Contractor, at its expense, shall arrange for, develop and maintain all utilities, including but not limited to water, electric power, sewage disposal and telephone communications, at the Site to meet the requirements of the Work.

C. Sanitation. The Contractor shall provide sanitary facilities for all persons working on the project. These facilities shall be kept clean and shall not be unsightly or produce odors.

3.4 PROTECTION OF WORK AND PROPERTY

A. All traffic detector loops, fences, walls, culverts, monuments, or other obstructions (except property line monuments within five (5) feet of the centerline of the mains) which are removed, damaged, or destroyed in the course of the Work, shall be replaced or repaired to the original condition at no additional cost to City. Contractor shall be responsible for the cost to repair, replace, relocate, and replacement of utilities whether or not those obstructions have been shown on the Plans, unless otherwise stated herein. It is then the Contractor's responsibility to employ at its expense a Licensed Land Surveyor to restore all property line monuments located more than five (5) feet from the centerline of the mains, which are destroyed or obliterated. Property line monuments located within five (5) feet of the centerline of the mains will be replaced by the City at no expense to the Contractor, provided the City is notified at least 48 hours before the property line monuments are damaged.

B. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

C. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:

1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

2. Provide substantial barricades around any shrubs or trees indicated to be preserved.

3. Deliver materials to the Project site over a route designated by the Engineer.

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4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.

6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the City, at no cost to the City.

7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.

8. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.

9. At the completion of work each day, leave the Project site in a clean, safe condition.

10. Comply with any approved stage construction and traffic control plans. Access to residences and businesses shall be maintained at all times, unless otherwise permitted in writing by the City.

11. Cover and or protect work and project site as may be required to prevent or mitigate schedule delay and to allow work to proceed during wet weather or wet conditions.

D. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefore.

E. Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

## 3.5 SITE CONDITIONS SURVEYS

A. Work Included.

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

B. Submittals.

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1. Written documentation of site condition survey at pre-construction and post-construction.

2. Photographs as described herein of pre-construction and post-construction conditions.

3. Video recordings as described herein of pre-construction and post-construction conditions.

4. Submittals shall be made within three days of the surveys. All post-construction data shall be submitted prior to the final project inspection.

C. Site Condition Written Documentation.

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

D. Photographs & Video Recording.

1. General – Prior to starting Work, Contractor shall provide a video recording of the project site. Contract shall take enough photographs during each site survey to provide a record of conditions existing prior to construction and conditions after construction. Pre-construction video and photographs shall be taken prior to any construction or mobilization of equipment, but not more that one week prior to actual start of work. The pre-construction photographs may be staged at different times to match the progression of the Work.

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

3. Photographs shall include items to indicate scale, as needed. In particular, scales or other items shall be laid next to close ups of structural cracks and other damaged areas being recorded. Scaling shall also be used to document elevation differences, as needed.

4. One set of color prints and the preconstruction site video shall be submitted. Additional sets shall be available for reviewing in settling any construction disputes. A set of photos shall also be furnished in electronic format. The resolution shall be at least equal to 7 mega-pixels. All photos shall be documented as to time and date taken, photographer, project number, location, and orientation. Documentation shall include a brief description of objects photographed.

E. Video Recording.

1. Video recordings shall document the conditions of the entire area affected by construction, as well as nearby structures and facilities. The general documentation

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requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.

2. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.

3. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.

4. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.

5. The Engineer shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected.

6. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted on standard DVDs in a standard format.

F. Timing.

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

G. Site Surveyor.

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

H. Field Quality Control.

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

I. Soils Compaction Testing.

1. All soils compaction testing will be done by a licensed geotechnical engineer furnished by the City. Soils compaction testing will be done for all footings and foundations prior to placement of rebar or concrete.

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2. For pipeline construction, soil compaction testing will be done at 100-foot intervals or as ordered by the project soils/geotechnical report at the bottom of the trench prior to placement of pipe bedding; at the top of the pipe bedding above the pipe; every two vertical feet of trench backfill or as otherwise ordered by the project soils/geotechnical report; at the top of the trench backfill, which sould be the bottom of the pavement section; and at the top of the aggregate base prior to pavement construction.

## 3.6 SUBMITTAL REQUIREMENTS FOR MANUALS AND RECORD DRAWINGS

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

B. Technical Manuals.

1. The Contractor shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by City's operation and maintenance staff.

2. The Technical Manual shall be subdivided first by specification section number; second, by equipment item; and last, by "Category." The Contractor shall furnish to City four (4) identical Technical Manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.

C. Spare Parts List - The Contractor shall furnish to City six (6) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall include those spare parts which each manufacturer recommends be maintained by City in inventory. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to assist City in ordering. The Contractor shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring binder.

D. Record Drawings

1. The Contractor shall maintain one record set of Drawings at the Site. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.

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2. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations.

3. Record drawings shall be accessible to City's Representative at all times during the construction period. The record drawings shall be kept up to date and will be checked by the City prior to each progress payment. Failure on the Contractor's part to keep record drawings current could result in withholding partial payment.

4. Upon Completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to City's Representative. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to City, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.

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

## 3.7 MATERIALS

A. Materials to be Furnished by the Contractor

1. Inspection of Materials. Materials furnished by the Contractor which will become a part of the Project shall be subject to inspection at any one or more of the following locations, as determined by City's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Contractor shall submit to City's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.

2. No later than fourteen (14) Days prior to manufacture of material, Contractor shall inform City's Representative, in writing, the date the material is to be manufactured.

3. Contractors Obligations. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Contractor will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to City's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to accommodate City's testing efforts, including any travel required by Contractor's forces, shall be included in Contractor's bid and distributed in the Schedule of Pay Items related to the materials requiring testing. No additional compensation shall be made to the Contractor for this Work.

## 3.8 LOCAL CONDITIONS AND REQUIREMENTS

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A. Access to Work and Haul Routes

1. General. All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor. Contractors anticipated Haul Routes shall be in compliance with the City's approved Truck Routes available from the Engineer.

2. Access, Damage, Restoration. The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements, and other limitations that affect or may affect transportation and ingress or egress at the Site.

3. The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads shall be restored to their original condition. Prior to using any road for access to the Site, the Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to City's Representative.

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

B. Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Engineer to perform in a safe and satisfactory manner the Work required by the contract.

C. Construction Water.

1. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.

2. Construction recycled water will be made available to the contractor from one of three fill locations within the city limits. If there is a need for construction recycled water during construction, the contractor shall apply for a city construction recycled water meter at the city hall finance counter prior to the beginning of work. A security deposit of $2,000 is required for the construction water meter from which the meter rental fee and cost of water will be deducted. if the rental fee and the water costs exceed the $2,000.00 deposited, an invoice will be issued to the contractor for payment.

3. Construction potable water will only be made available to the contractor if it can be demonstrated that recycled water cannot be used for the construction activities. potable water will be made available from existing city fire hydrant(s) nearest the proposed construction site as approved by the engineer, or by such other means as may be expressly approved in writing by the engineer. If there is a need for water during construction, the contractor shall apply for a city construction water meter at the city hall finance counter prior to the beginning of work. a security deposit of $2,000 is required for the construction water meter from which the meter rental fee and cost of water will be

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deducted. If the rental fee and the water costs exceed the $2,000.00 deposited, an invoice will be issued to the contractor for payment.

4. All required water, all work and materials required for obtaining, pumping, transporting and applying and otherwise disposing of said water shall be in an approved manner and shall be performed by, and at the expense of the contractor and no extra or separate compensation will be made thereof.

D. Operation of Existing Water Facilities

1. The Contractor shall not operate any of the existing water systems, including pumps, motors, valves, and hydrants, but shall contact the City two (2) working days in advance with a list and location of the water system facilities that will require operating, opening, stopping, or closure by the City.

2. At the option of the Engineer, the Contractor may be permitted to operate valves for the purpose of making connections to existing mains. The City will perform all notification to existing customers regarding temporary loss of service.

3. Contractor shall submit a request on City's standard form for any shut-down of existing water facilities.

E. Construction at Existing Utilities

1. General. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodates to maintain, all utilities.

2. Permission, Notice and Liability. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the City Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify City as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.

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

F. Traffic Control

1. General. Contractor shall abide by traffic control plans approved by the City.

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2. Protections. Roads subject to interference by the Work shall be kept open or suitable temporary passages through the Work shall be provided and maintained by the Contractor. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flag persons, danger signals, and signs, and shall take all necessary precautions for the protection of the Work and the safety of the public. No construction work along public or private roads may proceed until the Contractor has proper barricades, flasher lights, flag persons, signals, and signs in place at the construction site.

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

G. Cleaning Up

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

2. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the City may do so and the cost of such clean up shall be charged back to the Contractor.

## 3.9 ENVIRONMENTAL QUALITY PROTECTION

A. Environmental Conditions

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

2. City has considered these Environmental Conditions when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Conditions.

3. City to file for and obtain CEQA exemption from County of Santa Clara.

B. Landscape and Vegetation Preservation

1. General. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.

2. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent

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damage to property. When no longer required, construction roads shall be restored to original contours.

3. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

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

C. Protected Species

1. General. If, in the performance of the Work, evidence of the possible occurrence of any State or Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to City within 2 Days.

2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal.

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

3. False Siting. Any costs or delays incurred by City or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.

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

D. Preservation of Historical and Archeological Resources

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

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

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

3. Contractor's Liability. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify City pursuant to the Contract Documents.

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

E. Dust and Pollution Control

1. Contractor shall provide all necessary material, equipment and labor to prevent and control the emission of dust and any other potential pollutant on site. Contractor shall remove construction caused debris from streets and sidewalks as directed by the Engineer.

2. Contractor shall not discharge into the atmosphere from any source smoke, dust or other air contaminants in violation of the law, rules, and regulations of the governing agency.

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

F. Management of Storm, Surface and Other Waters

1. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such waters in conjunction with the Project, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

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2. The Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to the San Francisco Bay Regional Water Quality Control Board Order No. R2-2015-0049 (NPDES Permit No. CAS 612008), and State Water Resources Control Board Order No. 2010-0014-DWQ, Order No. 2009-0009-DWQ, and Order No. 2012-0006-DWQ, and any amendment or renewal thereof ("Construction General Permit"). Contractor must perform all construction operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.

3. Compliance with Construction General Permit. Contractor must comply with all aspects of the Construction General Permit, State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, as amended by Order Nos. 2010-0014-DWQ and 2012-0006-DWQ, and any amendment or renewal thereof (NPDES CAS000002), for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common plan of development or sale.

   (a) Permit registration. Unless otherwise specified in the Special Conditions, Contractor must prepare the Notice of Intet for coverage under the Construction General Permit and all Permit Registration Documents (PRDs), including but not limited to the Storm Water Pollution Prevention Plan (SWPPP), as those terms are defined in the Construction General Permit. Contractor must coordinate submittal of all PRDs with th eCity's Legally Responsible Person and/or Authorized Signatory, as those terms are defined in the Construction General Permit. The Contractor must submit the PRDs, including the SWPPP to the City Representative for review not less than fifteen (15) Days prior to the start of on-site construction work. City will file the Notice of Intent and PRDs and pay the filing fee.

   (b) Before any Construction General Permit related documents may be submitted to the State Board or implemented on the Project site, they must first be reviewed and accepted by City. Acceptance by the City does not relieve the Contractor from ensuring such documents comply with all lawsapplicable laws, regulations, and orders.

   (c) Contractor must ensure that the SWPPP is developed by a Qualified SWPPP Developer and implemented by a Qualified SWPPP Practitioner as those terms are defined in the Permit. Contractor must implement the SWPPP and all other provisions of the Construction General Permit, including the monitoring and reporting requirements, preparing and submitting all reports, plans, inspections, and monitoring information in compliance with the Construction General Permit.

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The SWPPP must include industry standard requirements for water quality control including but not be limited to the following:

(1) Sediment and erosion control measures to manage sediment and erosion including vegetative practices, structural control, silt fences, straw dikes, sediment controls or operator controls as appropriate.Storm water management measures shall be instituted as required, including velocity dissipaters, and solid waste controls shall address controls for building materials and offsite tracking of sediment.

(2) Wastewater and storm water management controls to divert offsite surface flows around the Project site and to divert surface flows within the Project area away from areas of open earth or stockpiles of building and other materials. Wastewater from general construction activities, such as drain water collection, aggregate processing, concrete batching, drilling, grouting, or other construction operations, shall not enter flowing or dry watercourses without having met the authorized non-storm water discharge requirements listed in State Board Water Quality Order No. 2009-0009-DWQ, Section III.C., including proper notification to the Regional Water Board.

(3) Pollution prevention measures including methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials which include prevention measures to control silting and erosion, and which will intercept and settle any runoff of sediment-laden waters.

(4) Turbidity prevention measures for prevention of excess turbidity including, but are not restricted to, intercepting ditches, settling ponds, gravel filter entrapment dikes, flocculating processes, recirculation, combinations thereof, or other approved methods that are not harmful to aquatic life. All such wastewaters discharged into surface waters, shall contain the least concentration of settleable material possible, and shall meet all conditions of section 402, the National Pollutant Discharge Elimination System (NPDES) permit.

(5) Overall construction site management measures to address changes at the Project site as the Project moves through different phases and changes that account for rainy and dry season management practices.

(6) Pollution control measures and construction activity methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.

(7) Control measures for stockpiled or deposited materials prohibiting the stockpile or deposit of excavated materials, or other construction

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materials, near or on stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can, in any way, encroach upon the watercourse.

(8) Develop and implement a Rain Event Action Plan (REAP), if required, that must be designed and implemented to protect all exposed portions of the site 48 hours prior to any likely precipitation event.

(9) Monitoring, reporting and record keeping, as necessary to achieve compliance with applicable Permit requirements, including but not limited to annual reports and rain event reports.

(d) City retains the right to procure and maintain coverage under the Construction General Permit for the Project site if the Contractor fails to draft a SWPPP or other Construction General Permit related document, or fails to proceed in a manner that is satisfactory to City. City reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Construction General Permit shall be City's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Construction General Permit, any costs or fines incurred by City in implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.

4. For those Work sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Construction General Permit, the Contractor shall be responsible for preparing and implementing construction industry best management practices to eliminate or reduce the discharge of pollutants from construction sites, such as the best management practices set forth in the CASQA Construction BMP Handbook.

5. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, district, drainage district, flood control district, and other local agencies regarding discharges of storm water, surface water, groundwater or other nuisance waters off of the Project site.

6. Contractor violations.

(a) Failure to implement the SWPPP or otherwise comply with the Construction General Permit or local state and federal laws is a violation of this Contract. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify, defend – with counsel acceptable to the City – and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

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(b) City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any enforcement action and/or settlement reached between the City and any relevant enforcement entity.

(c) City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the the laws, regulations and policies described in this Article, or any other relevant water quality law, regulation, order, or policy.

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

7. Oil storage tanks management.

(a) Storage tank placement. All oil or other petroleum product (hereinafter referred to collectively as oil) storage tanks shall be placed at least 20 feet from streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source.

(b) Storage area dikes. Storage areas shall be diked at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity of all tanks and/or containers located within each area, plus a sufficient amount of freeboard to contain the 25-year rainstorm.

(c) Diked area barriers. Diked areas shall have an impermeable barrier at least 10 mils thick. Areas used for refueling operations shall have an impermeable liner at least 10 mils thick buried under 2 to 4 inches of soil.

(d) Spill Prevention Control and Countermeasure Plan (SPCC). Where the location of a construction site is such that oil from an accidental spillage could reasonably be expected to enter into or upon the navigable waters of the United States or adjoining shorelines, and the aggregate storage of oil at the site is over 1,320 gallons or a single container has a capacity in excess of 660 gallons, the Contractor shall prepare an SPCC Plan. The Contractor shall submit the SPCC Plan to the Engineer at least 30 days prior to delivery or storage of oil at the site. The Plan must have been reviewed and certified by a registered professional engineer in accordance with 40 C.F.R., part 112

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

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

10. Other Permits.

    (a) Other permits applicable to the Project are listed in the Special Conditions. The Contractor shall obtain all other necessary licenses and permits.

    (b) Monitoring. The Contractor is required to conduct monitoring in order to meet the requirements of the permits, which may include sampling, testing and inspections.

    (c) Recordkeeping. The Contractor shall retain all records and data required by the permits for the time specified in the contract.

11. Cost. Except as specified herein, the cost of complying with this section shall be included in the Schedule of Pay Items for work which necessitate the water pollution prevention measures required by this paragraph.

**END OF GENERAL REQUIREMENTS**

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# 01 20 00 – MEASUREMENT AND PAYMENT

## PART 1 – GENERAL

### 1.1 SUMMARY

A. This section describes requirements and procedures for determining amount of work done and for obtaining payment for work done.

### 1.2 REFERENCES

A. California Public Contract Code

### 1.3 SCOPE OF WORK

A. Work under Contract Documents, or under any bid item, allowance or alternate, or Change Order shall include all labor, materials, transport, handling, storage, supervision, administration, and all other incidental work necessary for the satisfactory completion of Work, whether or not expressly specified or shown.

### 1.4 DETERMINATION OF QUANTITIES

A. Quantity of work to be paid for under any item for which a unit price is fixed in Contract Documents shall be the number, as determined by City, of units of work satisfactorily completed in-place, and suitable for its intended purpose free of defects or poor workmanship in accordance with Contract Documents or as directed by City. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods as City may consider appropriate for class of work measured. Contractor shall immediately inform City of any disputes regarding quantity measurements and shall immediately supply City with any documentation supporting the disputed measurements.

B. Before ordering any materials or doing any work, the Contractor shall verify all measurements, dimensions, elevations and quantities. No extra charge or compensation over and above payment for the actual quantities of the various items of work at the respective bid prices therefore will be allowed on account of difference between actual measurements, dimensions, elevations and quantities, and those indicated on the drawings, or in the specifications, and any difference therein shall be submitted to the City for consideration before proceeding with the work.

### 1.5 SCOPE OF PAYMENT

A. Payment to Contractor at the unit price or other price fixed in the contract for Work as described in Paragraph 1.3 above shall be full compensation for completing, in accordance with Contract Documents, all work required under the item or under Contract Documents, and for all expense incurred by Contractor for any purpose in connection with the performance and completion of said work, including all incidental work necessary for completion of the Work.

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B. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:

1. Any and all costs arising from any unforeseen difficulties, which may be encountered during, and all risks of any description connected with, prosecution of Work, bid item or unit price item, respectively, until acceptance by City;
2. All expenses incurred due to suspension, or discontinuance of Work, bid item or unit price item, respectively, as provided in Contract Documents;
3. Inflation and/or Escalation to allow for cost increases between time of Contract Award and completion of Work, bid item or unit price item, respectively.

C. Whenever it is specified herein that Contractor is to do work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price bid, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.

D. No payment shall be made for materials or equipment not yet incorporated into the Work.

E. Where Contractor requests payment for materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:

1. The materials and/or equipment shall be delivered and suitably stored at the site or at another local location agreed to in writing, for example, a mutually acceptable warehouse;
2. Full title to the materials and/or equipment shall vest in City at the time of delivery to the site, warehouse or other storage location;
3. Contractor shall obtain a negotiable warehouse receipt, endorsed over to City for materials and/or equipment stored in an off-site warehouse. No payment shall be made until such endorsed receipts are delivered to City.
4. Stockpiled materials and/or equipment shall be available for City inspection, but City shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to specifically identify these specific Contract Documents;
5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense;
6. At its expense, Contractor shall insure the materials and/or equipment against theft, fire, vandalism, and malicious mischief, as well as any other coverage's required under the Contract Documents;
7. Contractor's application for payment shall be accompanied by a bill of sale, invoice or other documentation warranting that City has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which must be satisfactory to City. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those

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providing materials and equipment as to which the application for payment relates, as well as unconditional releases of the same from the same as to the previous application for payment for which they have not already been provided.

## 1.6 BASIS OF PAYMENT

A. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as Lump Sum, payment will be based on the approved Schedule of Values of the work under the lump sum, or in the event a Schedule of Values is not required, on the percentage of the lump sum scope satisfactorily completed.

B. City does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Item or Items, or to add work not included in Bid, when in its judgment such change is in best interest of City. No change in Work shall be considered waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between amount of work actually done and estimated amount as set forth herein, or for elimination of extra Bid Items.

## 1.7 SCHEDULE OF VALUES AND PROGRESS PAYMENTS

A. If requested by Contractor, progress payments will be made monthly, but not more often than monthly.

B. Schedule of Values:

1. Form to be used: AIA G703 or as approved by the City
2. Within twenty-one (21) calendar days from issuance of Notice of Award and prior to the Contractor's application for the first progress payment, Contractor shall submit a Schedule of Values, which is a detailed breakdown of its bid for Work items and/or activities, including coordination responsibilities and project record document responsibilities. Where more than one subcontractor comprises the work of a work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, whose cumulative sum equals the total Contract Sum. The format and detail of the breakdown shall be as directed by City to facilitate and clarify future progress payments to Contractor for Work under Contract Documents. Work with lump sum values shall not exceed $10,000 per work item. Work values totaling more than $10,000 per item shall be broken down on a unit basis (e.g., linear foot, square yard, cubic yard, etc.). No line item to exceed one-half of 1% (0.5%) of contract value.
3. Contractor's overhead, profit, financing, as well as "general conditions costs," (e.g., site cleanup and maintenance, temporary roads and access, off site access roads, temporary power and lighting, security and the like), shall be prorated through all activities so that

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the sum of all the Schedule of Values line items equaling Contractor's total Contract Sum. Insurances and Bonds shall be a separate schedule of value line item.

4. Include in each line item, the amount of Allowances specified in this section. Separately identity each Allowance and Alternate item, provide breakdown where any one item is in excess of one-half of 1% (0.5%) of contract value.
5. City will review the breakdown in conjunction with the approved progress schedule activities to ensure that the dollar amounts of the Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by City, City will accept this Schedule of Values for use. City shall be the sole judges of fair market cost allocations.
6. Any attempt to unbalance the distribution of overhead, profit, and other fixed costs, or to manipulate the cost breakdown in any way, or to increase the cost of early activities, i.e. "front loading," will be rejected by City, resulting in a complete reallocation of monies until such distortion is corrected. Repeated attempts of manipulation may result in suspension or termination of the Work or refusal to process progress payments, until such time as the Schedule of Values is acceptable to City.

C. Payment Requests

1. Form to be used: AIA G702 and G703.
2. For each item, provide a column for listing each of the following:

    a. Item Number.
    b. Description of work.
    c. Scheduled Values.
    d. Previous Applications.
    e. Work in Place and Stored Materials under this Application.
    f. Authorized Change Orders.
    g. Total Completed and Stored to Date of Application.
    h. Percentage of Completion.
    i. Balance to Finish.
    j. Retainage.

3. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
4. On or before the twenty-fifth (25th) day of each month and upon receipt of City's approval of the updated schedule as required by Section 01 32 00, Contractor shall meet with the City Representative to measure and verify quantities of work completed which Contractor requests payment for. The Contractor shall submit to City two (2) copies of a request for payment for the cost of the Work put in-place at that time, along with one (1) copy of the City approved updated CPM schedule. Such requests for progress payments shall be based upon Schedule of Values prices of all labor and materials incorporated in the Work up until midnight of the last day of that one-month period, less the aggregate of previous payments. If Contractor is late submitting its payment request, that payment request may be processed at any time during the succeeding one-month period, resulting in

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processing of Contractor's payment request being delayed for more than a day for day basis.

5. Payment requests may include, but are not necessarily limited to the following:

   a. Material, equipment and labor incorporated into the Work, less any previous payments for the same.

6. With each request for payment, Contractor shall fulfill all scheduling requirements of Document 00 72 00, "General Conditions," and Section 01 32 00 "Progress Schedules and Reports," including updates and revisions. In addition, a responsible officer of Contractor shall execute and submit the following certification shown below:

" I, _____(print name), being the _____ of _____ (Contractor), the undersigned Contractor, certifies that the Work covered by this request for payment (invoice) has been completed in accordance with the Contract Documents, and that the current progress payment (invoice) shown herein is accurate and now due. Contractor further certifies that all amounts have been paid by the Contractor for Work for which previous invoices for progress payments issued to and paid by the City. The Contractor declares under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached request for payment (invoice) and know its contents, and said request for payment is made in good faith; that it is supported by truthful and accurate data; that the amount requested accurately reflects the allowable expenses incurred to perform the Work.

_____"

signature & date

7. No progress payment will be processed prior to City receiving the above certification and all requested and acceptable schedule update information.
8. With each request for payment, Contractor shall submit following as pre-requisite to its review as referenced in Document 00 72 00, "General Conditions.":

   a. Construction progress schedule, updated to current.
   b. Current construction photographs, updated to current.
   c. Partial release of liens from major subcontractors and vendors.
   d. Progress project record documents, updated to current.
   e. Affidavits and bonds attesting to off-site stored products, if any.
   f. Certified payroll records.
   g. Statement under False Claim Act.

9. Contractor shall submit fulfill all record document requirements of Section 01 78 39, "Project Record Drawings," including updates and revisions. An additional 10% of progress payment requests may be withheld in the event that the City determines that the job-site record drawings have not been kept up-to-date. Contractor also to submit the following pre-requisites for review of the Payment Application Request.
10. Each payment request shall list each Approved Change Order (See Section 01 26 00) executed prior to date of submission, including a description of the work activities.

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11. Monthly progress payments shall be made based on total value of activities completed or partially completed, as determined by City with participation of Contractor, and based upon approved activity costs. Accumulated retainage will be shown as a separate item in payment summary. If Contractor fails or refuses to participate in construction progress evaluation with City, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to City.
12. If required by City, Contractor shall submit substantiating data as they relate to payment requests.

D. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. Notice to Proceed
2. List of subcontractors.
3. Schedule of values.
4. Contractor's construction schedule.

E. Progress Payments:

1. If it is determined that the payment request is not a proper payment request suitable for payment, City shall return it to the Contractor as soon as practicable, but no later than seven (7) days after receipt, together with a document setting forth in writing the reasons why the payment request is not proper. If City determines that portions of the payment request is not proper or not due under the Contract Documents, then City may approve the other portions of the payment request, and in the case of disputed items or defective work not remedied, may withhold up to 150% of the disputed amount from the progress payment.
2. The City will mail the progress payment to the Contractor within thirty (30) days from the date of receipt of the invoice in acceptable form, including copies of certified payroll, schedule updates, and progress payment certification. The City will pay to Contractor in manner provided by law, an amount equal to ninety-five percent (95%) (i.e., five percent (5%) retention) of City's estimate, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of City, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
3. Before any progress payment or final payment is made, Contractor may be required to submit satisfactory evidence that Contractor is not delinquent in payments to employees, subcontractors, suppliers, or creditors for labor and materials incorporated into Work. Prior to final payment by the City, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.
4. City reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of City, is not adequately and properly protected against weather and/or damage, prior to or following incorporation into the Work.

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5. Granting of progress payment or payments by City, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.
6. When City shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by City from amount of next succeeding progress payment or from any other payment due or that may become due Contractor under Contract. If, on completion or termination of Contract, such payment due Contractor are found insufficient to cover City's charges against it, City shall have right to recover balance from Contractor or Sureties.

## PART 2 – PRODUCTS

### 2.1 BREAKDOWN

The contract Lump Sum price paid for all bid items listed below shall be considered full compensation for furnishing all labor, materials, equipment, tools, and incidentals for all work involved including the removal, disposal, furnishing, and installation of any bid item listed below as specified in the Contract Documents and as directed by the City Engineer, and no separate payment shall be made.

**BASE BID ITEMS**

1. **Mobilization, Demobilization**: The contract lump sum price paid for "Mobilization, Demobilization" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved including, but not limited to, mobilization, demobilization, preparatory work and operations necessary for the movement of personnel, equipment, sheeting, shoring, bracing, and permitting to ensure compliance with all laws and regulations as shown on the Contract Drawings, dewatering, procurement and installation of Baker Tank, well points, sump pumps, temporary pipelines for water disposal, rock or gravel placement as necessary, standby pumping equipment maintained on the job site continuously; and the safe and proper disposal of excess water in compliance with local and State regulations as shown in the Contract Documents, preparation of potholing plan, excavation and disposal of soil, and backfill and restoration of pavement as shown on the Contract Drawings and specified herein and supplies to and from the project sites as shown on the Contract Drawings and specified herein. No separate payment shall be made. The total lump sum shall not exceed 10% of the Total Base Bid.

2. **Erosion and Sediment Control Plan:** The contract lump sum price paid for "Erosion and Sediment Control Plan" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved including, but not limited to, preparation and maintenance of the erosion control measure, and installation of storm drain inlet protection, fiber roll, construction entrance, and silt fence as shown on the Contract Drawings and specified herein. No separate payment shall be made.

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3. **Demolish Existing Facilities and Salvage Equipment:** The contract lump sum price paid for "Demolish Existing Facilities and Salvage Equipment" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work involved including, but not limited to, demolishing, removing, and disposing of equipment including but not limited to the existing utility covers, valves, piping, pipe supports, and concrete pads identified by Drawings D-01 and D-02. The work includes all materials, labor, and equipment necessary for the demolition work. The bid price shall include, but is not limited to, all cost for protection of and for working around and near existing facilities that are or are not specifically identified by the drawings, as well as saw cutting, removal, hauling, disposal of existing utility covers, concrete and miscellaneous concrete, pipe supports, piping, valves, soil, aggregate base, conduits, and supports as shown shown on the Contract Drawings and specified herein. No separate payment shall be made.

   This bid item also includes contractor coordination with the City on items to be salvaged, if any, and transportation and drop off of any salvaged items to City yard.

4. **Install ARVs No. 2, 3, 4, 5, and 7 Complete:** The contract lump sum price paid for "Install ARVs No. 2, 3, 4, 5, and 7 Complete" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work involved including, but not limited to, installation of the new ARVs No. 2, 3, 4, 5, and 7, complete, of Force Main B as shown on Drawings M-02 and M-04 including modification to existing vaults, connection to existing piping, new below and above ground piping, cathodic protection, concrete pad, pipe supports, isolation valves, combination AR/AV valves, utility covers, and all other work required to deliver a functional product. The bid price shall include, but is not limited to, all costs for the work as shown on the plans and in accordance with the Technical Specifications. The work also includes protection of existing facilities and working near or on top of existing facilities, that may or may not be identified by the drawings. No separate payment shall be made.

5. **Install ARV No. 1 and 6 Complete:** The contract lump sum price paid for "Install ARV No. 1 and 6 Complete" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved including, but not limited to, construct the improvements associated with installation of the new ARVs No. 1 and 7, complete, of Force Main B as shown on Drawings M-01 and M-03 including connection to existing piping, new piping, pipe supports, isolation valves, combination AR/AV valves, and all other work required to deliver a functional product. The bid price shall include, but is not limited to, all costs for the work as shown on the plans and in accordance with the Technical Specifications. No separate payment shall be made.

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6. **Install ARV No. 6A Complete**

The contract lump sum price paid for "Install ARV No. 6A Complete" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work involved including, but not limited to, construct the improvements associated with installation of the new ARV No. 6A, complete, of Force Main B as shown on Drawing M-03 including connection to existing piping, new piping, pipe supports, isolation valves, ARV and all other work required to deliver a functional product. The bid price shall include, but is not limited to, all costs for the work as shown on the plans and in accordance with the Technical Specifications. No separate payment shall be made.

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# TECHNICAL SPECIFICATIONS

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# CERTIFICATIONS PAGE

## ENGINEER'S CERTIFICATIONS :

These Technical Specifications have been prepared for **City of Milpitas**, for the following project:

Main Lift Station Force Main B Air Release Valves Replacement Project, Project No. 6124

The documents have been prepared by, or under the direct supervision of the following design Professional Engineer, licensed in the State of California:

Nicholas A. Boswell, P.E.
MNS Engineers Inc.
2025 Gateway Place, Suite 328
San Jose, CA 95110




April 4, 2025

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FORCE MAIN B AIR RELEASE VALVES
REPLACEMENT PROJECT

LIST OF TECHNICAL SPECIFICATIONS

**DIVISION 01: GENERAL REQUIREMENTS**
011100 Coordination of Work Permits, and Regulations
013300 Submittals
015100 Construction Facilities and Temporary Controls
017410 Cleaning During Construction and Final Cleaning
019310 Operation and Maintenance Manuals

**DIVISION 02: EXISTING CONDITIONS**
020120 Protection of Existing Underground Utilities
023219 Subsurface Utility Locating (Potholing)
024100 Equipment, Piping, and Materials Demolition

**DIVISION 03: CONCRETE**
030500 General Concrete Construction

**DIVISION 09: FINISHES**
099000 Painting and Coating
099772 Cold-Applied Wax Tape Coating
099754 Polyethylene Sheet Encasement (AWWA C105)
099761 Fusion Bonded Epoxy Lining and Coatings

**DIVISION 13: SPECIAL CONSTRUCTION**
133438 Expanded Metal Air Release Valve Enclosures

**DIVISION 31: EARTHWORK**
312300 Earthwork

**DIVISION 40: PROCESS INTEGRATION**
400500 General Piping Requirements
400515 Pressure Testing of Piping
400520 Manual Process Valves
400560 Air Release and Vacuum Relief Valves
400775 Valve and Piping Identification
402040 Ductile Iron Pipe
402076 Stainless Steel Pipe

**ATTACHMENT A – RECORD DRAWINGS**

END OF TABLE OF CONTENTS

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# SECTION 011100 COORDINATION OF WORK, PERMITS, AND REGULATIONS

## 1.01 DESCRIPTION

This section generally describes the project and includes work sequence and schedule, Contractor's use of premises, Owner occupancy, maintenance and operation of existing facilities.

## 1.02 GENERAL NATURE OF WORK

The work involves construction of a Project to replace the existing sewage air release and combination sewage air release and air vacuum valve assemblies including concrete pads and utility covers on the City of Milpitas Main Lift Station Force Main B Pipeline including: demolition of existing concrete pads, piping, valves, and security covers; installation of new concrete pads, piping, valves, security covers, and cathodic protection equipment.

## 1.03 LOCATION OF PROJECT SITE

The project site is located: Along the alignment of the City of Milpitas Main Lift Station Force Main B beginning at the Main Lift Station Site (1425 N. McCarthy Blvd. Milpitas, CA 95035) and extending through open space to the San Jose-Santa Clara Regional Wastewater Facility (700 Los Esteros Rd., San Jose, CA 95134).

## 1.04 WORK BY OTHERS

A. With respect to work by others, the Owner will require that:

The Main Lift Station shall remain in service throughout construction. Prior to construction City Operations Staff will direct wastewater from the Main Lift Station to Force Main A to allow for replacement of the Force Main B air release valves. During construction, Force Main B will remain out of service except in the event of emergency. The Contractor shall maintain a 3 week look ahead schedule and notify the City in writing 21 days prior to the start of field construction activities.

B. In case of conflict in site use, see: MUTUAL RESPONSIBILITY OF CONTRACTORS, General Conditions.

## 1.05 WORK SEQUENCE AND SCHEDULE

Valve replacement shall be completed within 30 days from the Contractor’s notice to proceed with field construction activity provided by the City. The Contractor shall notify and coordinate with City Operations Staff for shut down of Force Main B. Once started, the Contractor shall work continuously to complete construction.

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1.06 CONTRACTOR'S USE OF PREMISES

The Contractor shall coordinate use of the premises with the City's Construction Manager.

1.07 OWNER OCCUPANCY

The City of Milpitas Main Lift Station and San Jose-Santa Clara Regional Wastewater Facility shall remain occupied and in service throughout the duration of construction. The Contractor shall coordinate work such as not to impact operation of either facility.

1.08 MAINTENANCE AND OPERATION OF EXISTING FACILITIES

Prior to the start of construction, the City will halt pumping of wastewater to Force Main B during construction, except in the case of emergency. City staff will depressurize the main, be responsible for verifying the main is shut down and depressurized, and that in the event of a sewage spillover during depressurization, the City Operations team will address the spill and remedy.

Following initial isolation and depressurization by the City, the Contractor will be responsible to collect and legally dispose of sewage as required during construction in order to replace the isolation valves between the force main and the combination AR/AV valves.

1.09 PERMITS

A. The following permits for the permanent work have been obtained by the Owner:

1. Right of Entry Permit – A Right of Entry Permit will be obtained by the City of Milpitas for Contractor access to the Project facilities on San Jose property.

1.10 CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE

A. The City will be responsible for obtaining CEQA documentation.

1.11 LICENSES

A. The prime contractor and subcontractors shall obtain and pay for a City of Milpitas Business License. Detailed information concerning business license may be obtained from the City's web site.

1.12 FORCE MAIN CONTINGENCY PLAN

A. The City reserves the right to activate Force Main B at any time during construction as needed for operation of the Main Lift Station. As such, the Contractor shall, prior to the end of each working day, provide temporary caps of all piping that connects to the force main pipeline. In the event the City must activate Force Main B during a Contractor

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workday, the Contractor shall immediately halt work and cap the connecting piping when notified by the City.

1.13 CONFINED SPACE ENTRY REQUIREMENTS

A. Confined space entry is required when working within the existing vaults used for piping connection between the force main and the combination AR/AV valves. The Contractor shall follow State OSHA requirements for confined space entry at all times including but not limited to continuous fall protection, gas monitoring, and forced air supply and exhaust. The Contractor shall provide submittal outlining the details of the Contractor's work plan to meet confined space entry requirements for approval prior to beginning work.

END OF SECTION

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# SECTION 013300 SUBMITTALS

## PART 1 - GENERAL

### 1.01 SHOP DRAWINGS

A. Submit shop drawings in accordance with the General Conditions for all proposed materials and equipment.

B. The use of contract drawing reproductions for shop drawings is subject to rejection.

C. Submit shop drawings electronically in PDF format compatible with Adobe Acrobat Version 9. Files 5MB or less in size may be submitted to the Construction Manager via email. Files larger than 5MB shall be submitted by means of an FTP server, USB flash drive, external hard drive, CD-ROM, or as approved by the Construction Manager. Pages shall be scanned at a resolution necessary for legibility. Scans shall be in color where necessary for clarity.

D. If the Contractor submits shop drawings of equipment by manufacturers other than those listed in the specifications, provide the following information with the submittal:

1. The name and address of at least three companies or agencies that are currently using the equipment

2. The name and telephone number of at least one person at each of the above companies or agencies whom the Construction Manager may contact.

3. A description of the equipment installed at the above locations. The description shall be in sufficient detail to allow the Construction Manager to compare it with the equipment proposed to be installed in this Project.

E. For materials originating outside of the United States for which tests are required, provide recertification and retesting by an independent domestic testing laboratory.

F. For submittals requiring review of physical items, submit two (2) hard copies of the transmittal along with the two (2) examples of the physical item to the Construction Manager in person or by mail

### 1.02 SUBMITTAL REQUIREMENTS

A. Make submittals promptly in such sequence as to cause no delay in the Work. Schedule submission a minimum of 30 CALENDAR DAYS before reviewed submittals will be needed.

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B. Submittals shall contain:

1. The date of submission and the dates of any previous submissions.

2. The Project title and number.

3. Contract identification.

4. The names of:

a. Contractor.

b. Supplier.

c. Manufacturer.

5. Identification of the product, with the specification section number.

6. Field dimensions, clearly identified as such.

7. Relationship to adjacent or critical features of the Work or materials.

8. Identification of deviations from contract documents.

9. Identification of revisions on resubmittals.

10. Contractor's stamp, initialed or signed, shall certify Contractor's review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal documenting the product meets the requirements of the Work and of the contract documents.

1.03 SUBMITTAL FORMAT

A. Each submittal shall have a transmittal form.

B. Where product data from a manufacturer is submitted, clearly mark which model is proposed, with all pertinent data, capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports. Present a sufficient level of detail for assessment of compliance with the contract documents.

C. Each submittal shall be assigned a unique number. Submittals shall be numbered sequentially. The submittal numbers shall be clearly noted on the transmittal. Original submittals shall be assigned a numeric submittal number. Resubmittals shall bear an numeric system which consists of the number assigned to the original submittal for that item followed by a number to represent it is a subsequent submittal of the original. For

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example, if Submittal 25 requires a resubmittal, the first resubmittal will bear the designation ”25-01” and the second resubmittal will bear the designation “25-02” and so on.

D. Disorganized submittals not meeting the requirements above will be returned without review.

1.04 RESUBMITTALS

A. Resubmittal of submittals will be reviewed and returned in the same review period as for the original submittal. It is considered reasonable the Contractor shall make a complete and acceptable submittal by the second submission of a submittal item. The Construction Manager reserves the right to withhold monies due to the Contractor to cover additional costs of any review beyond the second submittal.

1.05 CONTRACTOR’S JOBSITE DRAWINGS

A. Provide and maintain on the jobsite one complete set of prints of all drawings which form a part of the contract. Immediately after each portion of the Work is installed, indicate all deviations from the original design shown in the drawings either by additional sketches or ink thereon. Upon completion of the job, deliver this record set to the Construction Manager.

B. The Contractor shall keep copies of all approved shop drawings onsite and have this information available for City’s review upon request.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

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# SHOP DRAWING SUBMITTAL NO. _____

MNS

ATTN: _ _____ ATTN: _ _____

PROJECT

MNS PROJECT NO. OWNER PROJECT NO. CONTRACTOR PROJECT NO.

| ITEM NO. | COPIES | DESCRIPTION | PREVIOUS SUBMITTAL NO. | SPEC. SECTION NO. | PLAN SHEET NO. |
|---|---|---|---|---|---|
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SUBMITTED BY:_____ _____

CONTRACTOR DATE

**SUBMITTAL RETURN** (TO BE COMPLETED BY ENGINEER)

| ITEM NO. | COPIES | RESUBMIT | | COMMENTS |
|---|---|---|---|---|
| | | YES | NO | |
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COPY: RETURNED BY:_____ _____

ENGINEER DATE

END OF SECTION

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# SECTION 015100 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

## 1.01 CONSTRUCTION WATER

A. Related Work Specified Elsewhere:

1. Pressure Testing of Piping: 400515.

B. The Contractor shall make his own arrangements for developing water sources and supply labor and equipment to collect, load, transport, and supply water as necessary for compaction of materials, concrete construction operations, testing, dust control, and other construction use.

C. Develop sources of water supply or obtain a meter and water from the City of Milpitas. Payment for costs connected with utilization of the source shall be made by the Contractor. Water shall be clean and free from objectionable deleterious amounts of acids, alkalies, salts, or organic materials.

Include the cost of construction water in the appropriate bid item to which it is appurtenant. The cost shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all the work necessary to develop a sufficient water supply and furnishing the necessary equipment for applying the water as described in these specifications.

## 1.02 ELECTRICAL POWER-CONSTRUCTION PHASE

Provide for the purchase of power or provide portable power for the construction of the Project where existing outlets are not available. Provide for the extension of utility lines to the point of use. The cost of power shall be included in the appropriate bid items to which it is appurtenant and shall include full compensation for furnishing all labor, materials, tools, and equipment required to obtain and distribute power for construction purposes.

## 1.03 SANITARY SERVICE--CONSTRUCTION PHASE

Provide, maintain, and protect, portable restrooms throughout the duration of construction as required for construction. This shall include full compensation for furnishing all labor, materials, tools, and equipment required to obtain and maintain the portable sanitary services.

## 1.04 DUST CONTROL

Perform dust control operations to prevent construction operations from producing dust in amounts harmful to persons or causing a nuisance to persons living nearby or occupying buildings in the vicinity of the work. Use water or dust preventative to control dust.

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1.05 FIRE DANGER

Minimize fire danger in the vicinity of and adjacent to the construction site. Provide labor and equipment to protect the surrounding property from fire damage resulting from construction operations.

1.06 SITE ACCESS

A. The Project site is located on either gated and locked City of Milpitas or City of San Jose property.

B. Obtain access to the Project site through the existing public road right of way. Keep the existing sites accessible at all times so that the City's vehicles have access to the site.

C. The Contractor shall coordinate access to the site via the City’s construction manager. Access routes for Construction shall be approved in writing by the City’s Operations staff a minimum of 21 days prior to the start of field construction activity.

END OF SECTION

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# SECTION 017410 CLEANING DURING CONSTRUCTION AND FINAL CLEANING

## 1.01 GENERAL

A. This section includes cleaning during construction and final cleaning on completion of the Work.

B. At all times maintain areas covered by the contract, adjacent properties, and access roads free from accumulations of waste, debris, and rubbish caused by construction operations.

C. Conduct cleaning and disposal operations to comply with local ordinances and antipollution laws. Do not burn or bury rubbish or waste materials on Project site. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains. Do not dispose of wastes into streams or waterways.

D. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

## 1.02 CLEANING DURING CONSTRUCTION

A. During execution of Work, clean sites, adjacent properties, and public access roads and dispose of waste materials, debris, and rubbish to assure that grounds and public properties are maintained free from accumulations of waste materials and rubbish.

B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.

C. Provide containers for collection and disposal of waste materials, debris, and rubbish.

D. Cover or wet excavated material leaving and arriving at the site to prevent blowing dust. Clean the public access roads to the site of any material falling from the haul trucks.

## 1.03 FINAL CLEANING

A. At the completion of Work and immediately prior to final inspection, clean the entire Project site as follows.

B. Fill any soil depressions created by the work. Clean, rake, sweep, wash, and polish all Work and equipment including finishes.

C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces.

D. Repair, patch, and touch up marred surfaces to match adjacent surfaces.

E. Broom clean paved surfaces.

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F. Remove from the site temporary structures and materials, equipment, and appurtenances not required as a part of, or appurtenant to, the completed Work.

END OF SECTION

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# SECTION 019310 OPERATION AND MAINTENANCE MANUALS

## 1.01 GENERAL

Submit one digital and two physical copies of all manufacturer's operation and maintenance manuals and data pertinent to equipment supplied for the Project. Prepare and organize the material in three-ring binders with divider tabs and labels. Include a table of contents. Include a flash drive of all catalog data in pdf format and all drawings in both pdf and CAD formats. All pdf files shall be formatted to allow word search.

## 1.02 SUBMITTALS

A. Submittals shall include:

1. List of equipment furnished for Project with name, address, and telephone number of each vendor.

2. List of serial numbers of equipment furnished.

3. A copy of shop drawings for mechanical, electrical, and instrument equipment in final form.

4. Manufacturer's operation and maintenance instructions and parts lists.

5. Tabulation of motor nameplate horsepower, nameplate current, field-measured current, overload relay setting, and catalog number for polyphase motors.

6. List of fuses, lamps, seals, and other expendable equipment and devices. Specify size, type, and ordering description. List name, address, e-mail address, website address, fax number, and telephone number of vendor.

B. Provide manuals for each piece of equipment including individual components and subsystems of complete assemblies. Line out nonapplicable text and illustrations. The section of the manual on operation shall describe the functions and limitations of each component and its relationship to the system of which it is a part. Where several models, options, or styles are described, the manual shall identify the items actually provided.

C. Each manual shall contain the following:

1. Manufacturer's identification, including order number, model, and serial number.

2. Blue line prints or reviewed shop drawings and diagrams of all systems.

3. Certified equipment drawings or reviewed shop drawing data clearly marked for equipment furnished.

4. Complete operating and maintenance instructions for each and every item of equipment, setting forth in detail and step-by-step the procedure for starting,

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stopping, operating, and maintaining the entire system as installed. Include a schedule of recommended maintenance intervals.

5. Complete parts list of replaceable parts, their part numbers, and the name and address of their nearest vendor.

6. A complete valve tag list including the name and function of the pipe in which the valve is mounted.

7. Any special emergency operating instruction and a list of service organizations (including addresses and telephone numbers) capable of rendering emergency service to the various parts of the system.

8. Copy of manufacturer's equipment guarantees and warranties.

D. Brochures shall be loose leaf with durable plastic or fiberboard covers. Each sheet shall be reinforced to prevent tearing from continued use, and each brochure shall have the following information clearly printed on its cover:

1. Project name, City of Milpitas, and address.

2. Name and address of Project Manager.

3. Name and addresses of contractors and subcontractors and department to contact.

4. Telephone number of contractors, including night and emergency numbers.

5. Major equipment vendors' names and telephone numbers.

E. Submit complete manuals at least two weeks before the date of the instructions required by the subsections on "Manufacturer's Services" in the various specification sections.

F. Operation and maintenance manuals specified herein are in addition to any operation, maintenance, or installation instructions required by the Contractor to install, test, and start up equipment.

1.03 EQUIPMENT DATA SHEETS

Provide two sets of equipment data sheets, bound in three-ring binders, summarizing the equipment manufacturer's maintenance instructions and recommendations. A blank data sheet and a sample data sheet are attached.

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Preventive Maintenance and Operating Requirement Sheets

<table>
<tr><td>Preventive Maintenance Program</td><td colspan="2">Equipment Record Number</td></tr>
<tr><td>EQUIPMENT DESCRIPTION</td><td colspan="2">ELECTRICAL OR MECHANICAL DATA</td></tr>
<tr><td>Name:</td><td colspan="2">Size:</td></tr>
<tr><td>Serial No.:</td><td colspan="2" rowspan="2">Model:</td></tr>
<tr><td>Vendor:</td></tr>
<tr><td rowspan="2">Vendor Address:</td><td colspan="2">Type:</td></tr>
<tr><td colspan="2">Mfr.:</td></tr>
<tr><td>Vendor Rep:</td><td>Voltage:</td><td>Amps:</td></tr>
<tr><td>Phone:</td><td>Phase:</td><td>rpm:</td></tr>
<tr><td colspan="2">Maintenance Work to be Done</td><td>Frequency*</td></tr>
<tr><td colspan="2"></td><td></td></tr>
<tr><td colspan="3">OPERATING REQUIREMENTS AND REFERENCE</td></tr>
</table>

*D - Daily; W - Weekly; B - Biweekly; M - Monthly; Q - Quarterly;
S - Semiannually; A - Annually.

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SAMPLE

Preventive Maintenance and Operating Requirement Sheets

| Preventive Maintenance Program | Equipment Record Number | |
|---|---|---|
| EQUIPMENT DESCRIPTION | ELECTRICAL OR MECHANICAL DATA | |
| Name: Influent Pump No. 1<br>Tag No.: P01-1 | Size: 15 hp | |
| Serial No.: 123456ABC<br>Vendor: ABC Pump Co. | Model: 140T Frame<br>Serial No. 987654ZY<br>Class F Insulation<br>W/Space Heater | |
| Vendor Address:<br>1111 Pump Circle<br>Newport Beach, CA 92663 | Type:<br>Mfr.: DEF Motors, Inc. | |
| Vendor Rep: XYZ Equipment, Inc. | Voltage: 460 | Amps: 20 |
| Phone: 714/752-0505 | Phase: 3 | rpm: 1,800 |
| Maintenance Work to be Done | | Frequency* |
| 1. Operate all valves and check such things as a) bearing temperature, b) changes in running sound, c) suction and discharge gauge readings, d) pump discharge rate, and e) general condition of the drive equipment. | | D |
| 2. Check packing. | | D |
| 3. Checking pumping unit for any dust, dirt, or debris. | | W |
| (Continued on attached sheet) | | |
| OPERATING REQUIREMENTS AND REFERENCE | | |
| For manufacturer's instructions regarding installation, operation, maintenance, and trouble shooting of this equipment, see Volume ____, Section _____. | | |

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SAMPLE

Preventive Maintenance and Operating Requirement Sheets

| Preventive Maintenance Program | Equipment Record Number | |
|---|---|---|
| EQUIPMENT DESCRIPTION | ELECTRICAL OR MECHANICAL DATA | |
| Name: | Size: | |
| Serial No.: | Model: | |
| Vendor: | | |
| Vendor Address: | Type: | |
| | Mfr.: | |
| Vendor Rep: | Voltage: | Amps: |
| Phone: | Phase: | rpm: |
| Maintenance Work to be Done | | Frequency* |
| 4. Lubricate bearing frame and motor bearings (consult manufacturer's instructions for type of grease or oil). | | Q |
| 5. Disassemble and change or repair the following: a) impeller, b) shafts, c) shaft sleeve, d) rotary seals, and e) sleeve bearings. | | A |
| OPERATING REQUIREMENTS AND REFERENCE | | |
| | | |

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# SECTION 020120 PROTECTING EXISTING UNDERGROUND UTILITIES

## PART 1 - GENERAL

### 1.01 DESCRIPTION

This section includes materials and procedures for protecting existing underground utilities.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Subsurface Utility Locating (Potholing): 023219.

## PART 2 - MATERIALS

### 2.01 REPLACEMENT IN KIND

Except as indicated below or as specifically authorized by the Construction Manager, reconstruct utilities with new material of the same size, type, and quality as that removed.

## PART 3 - EXECUTION

### 3.01 GENERAL

A. Replace in kind improvements, such as curbs, walls, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

B. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Provisions and the instructions of the Project Manager for guidance.

C. Determine the true location and depth of utilities and service connections which may be affected by or affect the Work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead-time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

D. The pipelines must be installed at the profile elevations shown on the drawings. Prior to beginning construction of the pipelines, the Contractor shall pothole and expose all utility crossings that have the potential to impact the profile elevations of the pipelines indicated on the plans. The Contractor shall notify the Construction Manager immediately in the event a utility is located in conflict with the new pipelines.

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Expose utilities in advance of the pipeline construction. Prior to beginning work on installation of pipelines the Contractor shall expose all utility crossings with potential to impact the pipeline profiles. The Contractor shall notify the Construction Manager immediately in the event a utility is located that is in conflict with the new pipelines.

3.02 PROCEDURES

A. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

B. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Dispose of the cut pipe as unsuitable material.

3.03 COMPACTION

A. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

B. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

C. Alternative Construction--Sand-Cement Slurry: Sand-cement slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Project Manager prior to construction.

END OF SECTION

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# SECTION 023219 SUBSURFACE UTILITY LOCATING (POTHOLING)

## PART 1 - GENERAL

### 1.01 DESCRIPTION

This section includes materials and procedures for performing pothole operations to locate existing underground utilities.

### 1.02 SUBMITTALS

A. Submit request for premarking of utilities in pothole locations at least ten working days prior to the commencement of field activities.

B. Submit a work plan at least ten working days prior to the commencement of field activities.

C. Submit proposed method of potholing, including description of equipment to be used, and schedule for potholing for approval at least ten working days prior to the commencement of field activities. Obtain the Construction Manager's approval of pothole locations prior to commencement of field activities.

D. Submit field logs to the Construction Manager within two working days after the completion of pothole excavations at each site. Include dates of potholing operations and any additional discovered information or pertinent data. Include for each pothole excavation field log:

1. Pothole number.

2. Date of pothole.

3. Depths to top and bottom of utility (measured from existing grade over utility at pothole).

4. Size, materials, and type of located utility.

5. Miscellaneous Contractor's notes.

E. Submit temporary steel cap and/or steel plate bridging shop drawings at least five working days prior to the commencement of field activities.

F. Submit sand-cement slurry mix design at least five working days prior to the commencement of field activities.

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1.03 PROCEDURES

A. Subsurface utility-locating (potholing) services shall conform to CI/ASCE 38-02. For the purpose of this scope, “locate” means to obtain the horizontal and vertical position of the utility line by excavating a circular test hole or narrow trench. Construct test holes using vacuum excavation or comparable nondestructive equipment in a manner that will cause no damage to the utility.

B. Subsurface utility locating shall consist of test hole excavations at all utility crossing locations. Narrow trench excavations (slot potholes) may be required at locations approved by the Construction Manager or to locate multiple parallel utilities.

1.04 TIME OF COMPLETION/SCHEDULE

The Contractor shall diligently prosecute the potholing work to completion a minimum of five working days prior to start of field construction activity.

1.05 STANDARD SPECIFICATIONS

Wherever reference is made to the Public Works Specifications such reference shall mean the Standard Specifications for Public Works Construction (SSPWC), 2021 edition.

PART 2 - MATERIALS

2.01 SAND-CEMENT SLURRY BACKFILL AT TEST HOLES AND AT EXPLORATORY TRENCHES

Sand-cement slurry backfill shall consist of two sacks of Type I or II portland cement added per cubic yard of imported sand and sufficient water for workability.

PART 3 - EXECUTION

3.01 POTHOLING OPERATIONS

A. Backfill and repair test hole excavations immediately after obtaining the measurement data. Backfill and repair trench excavations requiring use of temporary steel plate bridging within five working days. Promptly provide notice to the Construction Manager for scheduling field survey activities. Advise Construction Manager of number of pothole excavations completed and number remaining.

B. Underground Service Alert Requirements: Comply with Underground Service Alert requirements for notification prior to excavation. Contact Underground Service Alert at 811 no less than two and no more than ten days prior to the start of exploratory excavation. Verify whether or not a representative of each utility or agency will be

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present during excavation and coordinate with said individual(s). Take any precautions required by the utility owner.

C. Conduct potholing operations in a manner that minimizes the damage potential to existing underground utilities in order to ensure that the existing facilities will remain in operation without interruption.

D. Coordinate and cooperate with and facilitate field data collection by Contractor's surveyor. Pothole excavations shall sufficiently expose subsurface utilities to allow surveyor to easily determine and measure the following data:

1. Elevation at top and bottom of utility.

2. Elevation of existing grade over utility at pothole.

3. Coordinates at surface.

4. Outside diameter of utility or width of duct banks.

5. Utility material and condition.

E. Location and Depiction of Existing Utilities: Pothole maps for subsurface utility locating shall be present and utilized during potholing activities. The plans shall be compared to utility/agency paint markings following Underground Service Alert notification as well as locations premarked by the Contractor's surveyor. If discrepancies are found between the plans and paint markings, promptly notify the Construction Manager prior to commencement of any excavation.

## 3.02 EXCAVATION

A. Protect utilities or underground structures from damage during potholing. Immediately report any damaged utilities to the affected utility's owner and the Construction Manager. Repair immediately any damaged utilities in accordance with the respective utility owner's requirements. Neatly cut and remove existing pavement. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, or other protective coverings, utilizing vacuum excavation or hand digging.

B. Methods: Backhoe excavation is not permitted except for trench excavations**.** Use the following methods for pothole excavations:

1. Hand Digging: Hand digging is the method of excavating a pothole by manual means with hand-held, nonmechanical equipment such as a shovel.

2. Vacuum Excavation: Vacuum excavation shall consist of air or water pressure to break up the soil and a vacuum device to collect the spoil. Determine if air or water vacuum excavation shall be used depending upon specific site and

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environmental characteristics. Soil type such as heavy clay may require water vacuum excavation. Utilize air vacuum excavators if mud from water vacuum excavators cannot be disposed properly. Use air vacuum excavators if damage to utilities, such as cutting through cables, will occur with the use of water vacuum excavators.

a. Air: Air vacuum excavators shall utilize a high velocity air stream to penetrate, expand, and break up the soil. Remove the loosened particles of soil and rock from the excavation through the use of a vacuum.

b. Water: Water vacuum excavation systems shall excavate the pothole using high-pressure water to reduce and loosen the soil. Remove the wet soil and mud slurry to a spoil tank using a vacuum.

C. Size of Test Hole Excavation: Maximum test hole size shall be 8 inches in diameter at surface.

D. Size of Exploratory Trench Excavation: Trench width and length shall be as approved by the City. Trench depth shall be as required to accurately locate subsurface utilities.

## 3.03 POTHOLE REPAIR

A. After excavating a test hole or trench, provide and install a temporary steel cap (over test hole) or temporary steel plate bridging (over trench) to facilitate data gathering by the Contractor's surveyor.

B. Following data gathering by surveyor, remove temporary steel caps and/or steel plate bridging, and backfill excavation with approved material as follows:

1. Test Hole Excavations: Sand-cement slurry backfill per Part 2 of this section. Bring to 6" below grade. Fill final 6" with native material and match existing native soil thickness plus 1 inch.

2. Exploratory Trenches: Sand-cement slurry backfill per Part 2 of this section. Bring to 6" below grade. Fill final 6" with native material and match existing native soil thickness plus 1 inch.

3. The finished surface of the repair shall be of like material and constructed to the same finished grade as adjacent. The finished surface shall be such that it does not allow water to pond. There shall be no discernable difference in surface level at the joint between the existing surface and the completed repair.

## 3.04 DISPOSAL OF CUTTINGS

Properly dispose of cuttings off-site.

END OF SECTION

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# SECTION 024100 EQUIPMENT, PIPING, AND MATERIALS DEMOLITION

## PART 1 - GENERAL

### 1.01 DESCRIPTION

This section describes demolition, removal, and relocation of existing equipment and piping.

## PART 2 - MATERIALS

Refer to other sections of these specifications for material to be used as replacements for removal or abandoned equipment.

## PART 3 - EXECUTION

### 3.01 GENERAL

Perform removal and demolition Work specified and indicated in the drawings. Prepare remaining surfaces to receive new scheduled and specified materials and finishes or finish to match adjacent surfaces if no additional work is scheduled or indicated.

### 3.02 REMOVAL AND REPLACEMENT

A. Remove and dispose of equipment indicated in the drawings.

B. Replace equipment indicated in the drawings. Install the new equipment in locations as indicated in the drawings.

### 3.03 SALVAGE

A. The City has the right to salvage any items identified within the Project vicinity.

B. The Contractor shall notify the City's representative five days prior to any salvage or demolition work.

1. The City's representative will mark items to be salvaged.

2. The Contractor shall be responsible for properly disconnecting, removal from their foundations, cleaning and storing salvaged items. Salvaged items shall be delivered by the Contractor to a storage location designated by the City.

3. All drop offs must be coordinated with the City.

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## 3.04 SHUTDOWNS OF EXISTING PIPING

Shut off or disconnect utilities affecting demolition work. Schedule shutdowns with the Construction Manager; notify the Construction Manager in writing 15 working days in advance of any shutdown required to perform the work.

## 3.05 TEMPORARY SUPPORT OF EXISTING EXPOSED PIPING

A. Provide temporary supports for existing piping that must be kept in service during demolition of adjacent piping or other existing work in the Project.

B. If multiple pipes or piping systems are supported on common or shared pipe supports or suspension units, provide temporary support of piping while the common or shared supports or suspension units are demolished and replaced.

## 3.06 PATCHING

A. Patching shall mean the restoration of a surface or item to a condition as near as practicable to match the existing adjoining surfaces unless otherwise noted, detailed, or specified.

B. When patching involves painting, special coating, vinyl fabric, or other applied finish, refinish the entire surface plane (i.e., wall or ceiling), unless complete refinishing of the entire space is scheduled or specified.

C. Patching includes cleaning of soiled surfaces.

## 3.07 DEMOLITION

A. Existing utility covers, piping, valves, and other items are to be removed, altered, salvaged, and disposed of as specified herein or indicated in the drawings. Remove and dispose of all portions of these items that interfere with Project construction.

B. Remove and dispose offsite facilities to be demolished in their entirety including belowground footings, foundations, and other associated appurtenances, as shown in the drawings or as specified herein. Backfill and compact all site areas disturbed by demolition work with structural fill material. Provide fill material as needed to match existing grade, regardless if this is shown on the drawings or is not clarified. Haul off and dispose of material not needed to match existing regardless if this is shown on the drawings or is not clarified.

C. Perform the work in a manner that will not damage parts of the structure not intended to be removed or to be salvaged for the Owner. If, in the opinion of the Construction Manager, the method of demolition used may endanger or damage parts of the structure or affect the satisfactory operation of the facilities, promptly change the method when so notified by the Construction Manager.

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D. Equipment, material, and piping, except as specified to be salvaged for the Owner, or removed by others, within the limits of the demolition, excavations, and backfills, will become the property of the Contractor and shall be removed from the Project site. The salvage value of this equipment, materials, and piping shall be reflected in the contract price of the demolition work.

E. Do not reuse material salvaged from demolition work on this Project, except as specifically shown.

END OF SECTION

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# SECTION 030500 GENERAL CONCRETE CONSTRUCTION

## PART 1 - GENERAL

### 1.01 DESCRIPTION

This section includes materials, installation, and testing of formwork, reinforcing steel, joints, concrete, and finishing and curing for general concrete construction.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Painting and Coating: 099000.

B. Earthwork: 312300.

### 1.03 SUBMITTALS

A. Submit shop drawings in accordance with the General Conditions and Section 013300.

B. Prepare concrete and mortar mix designs and laboratory 7-day and 28-day compressive tests, or submit test reports of 7- and 28-day compressive tests of the mix where the same mix has been used on two previous projects. Prepare mix designs in accordance with ACI 318, Chapters 4 and 5, except as modified herein. Submit mix design in writing for review by the Owner at least 15 days before placing of any concrete.

C. Submit manufacturer's catalog data and descriptive literature for joint sealant, backing rod, joint filler, control joints, expansion joint dowels, epoxy bonding compound, and epoxy anchor adhesive.

D. Submit mill test certificates identifying chemical and physical analyses of each load of reinforcing steel delivered. If mill test reports are unavailable and the quantity of steel for a structure exceeds 5 tons, provide a laboratory test to prove conformance with the specified ASTM standard.

E. Submit reinforcing bending lists and placing drawings for all reinforcing. Placing drawings shall indicate all openings (mechanical, electrical, equipment, and architectural) including additional reinforcing at openings and corner bar arrangements at intersecting beams, walls, and footings indicated in the typical detail and structural drawings. Placing drawings shall be coordinated with the concrete placing schedule. Each bending list and placing drawing submitted shall be complete for each major element of a structure (grade slabs, footings, walls, deck, floor, or roof slabs) including dowels and corner bars. Furnishing such lists shall not be construed that the lists will be reviewed for accuracy. The Contractor shall be wholly and completely responsible for the accuracy of the lists and for furnishing and placing reinforcing steel in accordance with the details shown in the drawings and as specified. Placing drawings shall be

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prepared by the Contractor and shall not incorporate photocopies of the contract drawings.

F. Calculations and drawings shall be signed by a civil or structural engineer, registered in the State of California.

G. Submit one copy of a report from a testing laboratory verifying that aggregate material conforms to the specified gradations or characteristics.

## PART 2 - MATERIALS

### 2.01 NONDOMESTIC CEMENT AND ADDITIVES

A. The use of nondomestic cement and additives in concrete may be permitted only after review of a written request to use such materials. The request to use nondomestic materials shall include a chemical analysis that indicates the material meets the project specifications. Certifications that state the nondomestic materials meet the project requirements will not be accepted.

B. Test reports for concrete materials shall be current to within three months of inclusion into the project and shall be identifiable to the materials supplied.

### 2.02 FORMWORK

A. Design forms according to ACI 347.

B. Class I Forms: Use steel forms, ply form, or smooth-surface plywood 3/4-inch minimum thickness for straight surfaces and 1/2-inch minimum thickness for curved surfaces.

C. Class II Forms: Use plywood in good condition, metal, or smooth-planed boards free from large or loose knots with tongue and groove or ship lap joints.

D. Class II forms may be used for exterior concrete surfaces that are 1 foot or more below finished grade. Use Class I forms for all other surfaces.

E. Coat forms with form release agent.

### 2.03 BOND BREAKER

Bond breaker shall be a nonstaining type which will provide a positive bond prevention, such as Williams Tilt-Up Compound, as manufactured by Williams Distributors, Inc., Seattle, Washington; Silcoseal 77, as manufactured by SCA Construction Supply Division, Superior Concrete Accessories, Franklin Park, Illinois; or equal.

### 2.04 FORM RELEASE AGENT

A. Form release agent shall effectively prevent absorption of moisture and prevent bond with the concrete. Agent shall be nonstaining and nontoxic after 30 days.

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B. For steel forms, release agent shall prevent discoloration of the concrete due to rust.

2.05 REINFORCING STEEL

A. Reinforcement shall conform to ASTM A615 or A706, Grade 60.

B. Fabricate reinforcing in accordance with the current edition of the Manual of Standard Practice, published by the Concrete Reinforcing Steel Institute. Bend reinforcing steel cold.

C. Deliver reinforcing steel to the site bundled and with identifying tags.

2.06 WELDED WIRE REINFORCEMENT

Welded wire reinforcement shall conform to ASTM A185.

2.07 TIE WIRE

Tie wire shall be 16 gauge minimum, black, soft annealed.

2.08 BAR SUPPORTS

Bar supports in beams and slabs exposed to view after form stripping shall be galvanized and plastic coated. Use concrete supports for reinforcing in concrete placed on grade.

2.09 BAR COUPLERS

Reinforcing steel bar splicing couplers shall be a mechanical type as manufactured by Dayton Barsplice Inc. or equal. Use couplers that do not reduce tensile or ultimate strength of bars.

2.10 JOINT SEALANT FOR CONCRETE STRUCTURES

A. Joint sealant shall be a multipart, gray, nonstaining, nonsagging, gun grade polyurethane sealant, which cures at ambient temperature to a firm, flexible, resilient, tear-resistant rubber. Sealant shall comply with ASTM C920, Type M, Grade P, Class 25 for horizontal joints and Grade NS, Class 25 for vertical joints and be recommended by the manufacturer for continuous immersion in water.

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| Characteristic or Parameter | Technical Requirements |
|---|---|
| Pot life | 1 to 3 hours |
| Hardness | 35 Shore A, ±5, ASTM D2240 |
| Elongation | 650%, ASTM D412 |
| Tensile strength | 200 psi, ASTM D412 |
| Peel strength on concrete | No adhesion loss at 25 pounds |
| Temperature service range | 40°F to 167°F |
| Immersion in water | Continuous |

B. Sealant shall be Tremco Vulkem 227 or Sikaflex-2CNS (for Grade NS, Class 25), Sikaflex-2CSL of Sika Corporation or Vulkem 245 (for Type M, Grade P, Class 25), or equal. Troweling of sealants into joints will not be permitted.

2.11 BACKING ROD FOR EXPANSION JOINTS

Backing rod shall be an extruded closed-cell polyethylene foam rod, such as Minicel backer rod, manufactured by Industrial Systems Department, Plastic Products Group of Hercules, Inc., Middletown, Delaware; Ethafoam SB, as manufactured by Dow Chemical Company, Midland, Michigan; or equal. The rod shall be 1/4 inch larger in diameter than the joint width. Where possible, provide full-length sections for the joint; minimize splices. Apply backup rod and bond breaker tape in expansion joints.

2.12 BOND BREAKER TAPE

Bond breaker tape shall be an adhesive-backed glazed butyl or polyethylene tape that will adhere to the premolded joint material or concrete surface. The tape shall be the same width as the joint. The tape shall be compatible with the sealant.

2.13 PREFORMED CONTROL JOINT

Preformed control joint shall be a one-piece, flexible, PVC joint former, such as Kold-Seal Zip-Per Strip KSF-150-50-50, manufactured by Vinylex Corp., Knoxville, Tennessee, or a one-piece steel strip with preformed groove, such as Keyed Kold Retained Kap, manufactured by Burke Concrete Accessories, Inc., San Mateo, California, or equal. Provide the preformed control joint material in full-length unspliced pieces.

2.14 PREMOLDED JOINT FILLER

Joint filler shall be preformed, nonextruded type constructed of closed-cell neoprene conforming to ASTM D1752, Type I, as manufactured by W. R. Grace Company of Cambridge, Massachusetts; W. R. Meadows, Inc., Elgin, Illinois; or equal or bituminous-type preformed expansion joint filler conforming to ASTM D994.

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## 2.15 STEEL EXPANSION JOINT DOWELS

A. Steel expansion joint dowels shall conform to one of the following:

1. Steel bar dowels with a 12-mil-thick epoxy coating. Steel bar dowels shall conform to ASTM A36 or ASTM 615, plain rounds, Grade 40. Epoxy coating shall be in conformance with ASTM A775.

2. Stainless steel bar dowels conforming to ASTM A276, Type 302.

B. Exposed portion of expansion joint dowels shall be thoroughly greased prior to casting of adjoining wall or slab.

## 2.16 CEMENT

A. Use domestic portland cement that conforms to ASTM C150 Type II or V.

B. any individual structure. Use no cement that has become damaged, partially set, lumpy, or caked. Reject the entire contents of the sack or container that contains such cement. Use no salvaged or reclaimed cement.

C. Maximum tricalcium aluminate shall not exceed 8%. The maximum percent alkalies shall not exceed 0.6%.

## 2.17 AGGREGATES

Aggregates shall be natural rock, sand, or crushed natural rock and shall comply with ASTM C33. Aggregates shall be free from any substances that will react with the cement alkalies, as determined by Appendix X-1 of ASTM C33.

## 2.18 WATER AND ICE

Use water and ice that is clean and free from objectionable quantities of organic matter, alkali, salts, and other impurities that might reduce the strength, durability, or otherwise adversely affect the quality of the concrete. Water shall not contain more than 500 mg/L of chlorides or more than 500 mg/L of sulfate.

## 2.19 COLOR ADDITIVE FOR EXTERIOR ELECTRICAL DUCT ENCASEMENT

For exterior electrical duct concrete encasements, use a color additive for identification purposes: brick red "Colorfull" as manufactured by Owl Manufacturing Company, Arcadia, California; coral red "Chromix C-22" as manufactured by L. M. Scofield Company, Los Angeles, California; or equal. Add the color additive while the concrete is being mixed using the quantity per cubic yard of concrete recommended by the manufacturer for the class of concrete indicated.

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## 2.20 CONCRETE ADMIXTURES

A. Class A concrete shall contain an air-entraining admixture conforming to ASTM C260. Admixtures shall be Master Builders MB-AE 90, Sika AER, or equal.

B. Class A concrete shall contain a water-reducing admixture conforming to ASTM C494, Type A. It shall be compatible with the air-entraining admixtures. The amount of admixture added to the concrete shall be in accordance with the manufacturer's recommendations. Admixture shall be Master Builders Pozzolith polymer-type normal setting, Plastocrete 161 or Plastiment, Sika Chemical Corporation, or equal.

C. Do not use any admixture that contains chlorides or other corrosive elements in any concrete. Admixtures shall be nontoxic after 30 days.

## 2.21 GROUT

A. Nonshrink grout shall conform to ASTM C1107 and to these specifications. Use a nongas-liberating type, cement base, premixed product requiring only the addition of water for the required consistency. Grout shall be UPCON High Flow, Master Flow 928, or equal. Components shall be inorganic.

B. Ordinary type grout (dry pack) shall consist of one part portland cement to two parts sand (100% passing a No. 8 sieve). Add sufficient water to form a damp formable consistency.

C. Expansive Grout: Premixed, cementitious mixture with a minimum 28-day strength of 3,500 psi. Provide air-entraining admixture as recommended by the manufacturer.

D. Epoxy Grout:

1. Mix the two components of epoxy bonding compound in compliance with the manufacturer's instructions.

2. Use sand that is oven dry and meets the following gradation requirements for epoxy grout:

| **Sieve Size** | **No. 8** | **No. 50** | **No. 100** |
|---|---|---|---|
| % Passing | 100 | 30 ±15 | 5 ±5 |

## 2.22 GROUT BEDDING FOR HORIZONTAL JOINTS

The grout placed on horizontal construction joints shall be a mixture of cement, sand, and water in the same proportions and strength used in the overplaced concrete with coarse aggregate omitted.

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2.23 REPAIR MORTAR

A. Mortar used for repair of concrete voids shall be made of the same materials as used for concrete, except that the coarse aggregate shall be omitted or the mortar shall consist of not more than one part cement to two and one-half parts sand by damp loose volume. The quantity of mixing water shall be no more than necessary for handling and placing.

B. Materials for repair of major defects or cracks shall be in accordance with "Repair of Defects and Cracks" specified in Part 3.

2.24 BONDING COMPOUND

A. Epoxy bonding compound shall be Sikadur 32 Hi-Mod, Sika Chemical Corporation, Lyndhurst, New Jersey; Concresive by BASF; Euco Epoxy 452 by Euclid Chemical Company; or equal.

B. Nonepoxy bonding compound shall be Weldcrete by Larsen Products Corp., Link by Sta-Dry Manufacturing Corp., Euco Weld by Euclid Chemical Co., or equivalent. The compound shall be rewettable for up to two weeks.

2.25 CONCRETE MIX DESIGN

A. Conform to ASTM C94, except as modified by these specifications.

B. Air content as determined by ASTM C231 shall be 4% ±1%.

C. Maximum water-cement ratio for Class A concrete = 0.45 by weight.

D. Use classes of concrete as described in the following table:

| Class | Type of Work | 28-Day Compressive Strength (in psi) | Minimum Cement Content (in lbs per C.Y.) |
|---|---|---|---|
| A | Concrete for all slabs and concrete not otherwise specified. Concrete fill at structure foundations, cradle, supports across pipe trenches, and reinforced pipe encasement. | 4,000 | 564 |

E. Aggregate size shall be 3/4 inch maximum for slabs and sections 8 inches thick and less. Aggregate size shall be 1 inch maximum for slabs and sections greater than 8 inches and less than 17 inches. Aggregate size shall be 1 1/2 inches maximum for all larger slabs and sections. Aggregate size for floor grout shall be maximum 3/8 inch.

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F. Combined aggregate grading shall be as shown in the following table:

| | Maximum Aggregate Size | | | |
|---|---|---|---|---|
| | **1 1/2"** | **1"** | **3/4"** | **3/8"** |
| Aggregate Grade per ASTM C33 | 467 | 57 | 67 | 8 |

G. Mix design for pumped concrete shall produce a plastic and workable mix. The percentage of sand in the mix shall be based on the void content of the coarse aggregate.

2.26 SLURRY CEMENT BACKFILL

A. Slurry cement backfill shall consist of a fluid, workable mixture of aggregate, cement, and water.

B. Aggregate shall be either:

1. Material selected from excavation, imported material, or a combination thereof, free from organic matter and other deleterious materials and meeting the following gradation:

| Sieve Sieves | Percentage Passing |
|---|---|
| 1 1/2 inches | 100 |
| 1 inch | 80 to 100 |
| 3/4 inch | 60 to 100 |
| 3/8 inch | 50 to 100 |
| No. 4 | 40 to 80 |
| No. 100 | 10 to 40 |

2. Commercial quality concrete sand.

C. Proportion the aggregate, cement, and water by either weight or volume. Include at least 94 pounds of cement per cubic yard produced. The water content shall be sufficient to produce a fluid, workable mix that will flow and can be pumped without segregation of the aggregate while being placed.

D. Thoroughly machine-mix the materials for the slurry cement backfill in pugmill, rotary drum, or other mixer. Continue the mixing until the cement and water are thoroughly dispersed throughout the material. Place slurry cement backfill within one hour after mixing.

2.27 CURING COMPOUND

A. Curing compound shall conform to ASTM C309, Type 1, Class A.

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B. Curing compound shall be compatible with required finishes and coatings and shall meet the State of California Clean Air Quality Standards which limit the quantity of volatile organic compounds.

2.28 MATS, PAPER, AND SHEETING FOR CURING

A. Burlap mats shall conform to AASHTO M182.

B. Sisal-kraft paper and polyethylene sheets shall conform to ASTM C171.

2.29 REINFORCING DOWEL ADHESIVE

Dowel anchor adhesive shall be HIT-RE 500-SD by Hilti; Sikadur 31, Hi-Mod Gel by Sika; or equal.

PART 3 - EXECUTION

3.01 FORM TOLERANCES

A. Failure of the forms to produce the specified concrete surface and surface tolerance shall be grounds for rejection of the concrete work. Rejected work shall be repaired or replaced at no additional cost to the Owner.

B. The following table indicates tolerances or allowable variations from dimensions or positions of structural concrete work:

| | **Maximum Tolerance (inch)** |
|---|---|
| Sleeves and inserts | +1/4 -1/4 |
| Projected ends of anchors | +1/4 -0.0 |
| Anchor bolt setting | +1/4 -1/4 |
| Finished concrete, all locations | +1/4 -1/4 in 10 feet |
| | Max ±1-inch in total length |

The planes or axes from which the above tolerances are to be measured shall be as follows:

| | |
|---|---|
| Sleeves and inserts: | Centerline of sleeve or insert. |
| Projected ends of anchors: | Plane perpendicular to the end of the anchor as located in the drawings. |
| Anchor bolt setting: | Centerline of anchor bolt. |
| Finish concrete: | The concrete surface as defined in the drawings. |

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Where equipment is to be installed, comply with manufacturer's tolerances if more restrictive than above.

3.02 FORM SURFACE PREPARATION

A. Clean form surfaces to be in contact with concrete of foreign material prior to installation.

B. Coat form surfaces in contact with concrete with a release agent prior to form installation.

3.03 FORM REUSE

Reuse only forms that provide a uniform surface texture on exposed concrete surfaces. Apply light sanding or other surface treatment between uses for uniform texture. Plug unused tie rod holes with corks, shave flush, and sand the concrete surface side. Do not patch forms other than filling tie rod holes, except in the case of Class II forms. Do not use metal patching discs on Class I forms.

3.04 REMOVAL OF FORMS

A. Forms and shoring for elevated structural slabs or beams shall remain in place until the concrete has reached a compressive strength equal to the specified 28-day compressive strength as determined by test cylinders. Do not remove supports and reshore. The following table indicates the minimum allowable time after the last cast concrete is placed before forms, shoring, or wall bracing may be removed:

| | |
|---|---|
| Sides of footings and encasements | 24 hours |
| Walls, vertical sides of beams, girders, columns, and similar members not supporting loads | 48 hours |
| Slabs, beams, and girders | 10 days (forms only) |
| Shoring for slabs, beams, and girders | Until concrete strength reaches specified 28-day strength |
| Wall bracing | Until top or roof slab concrete reaches specified 28-day strength |

B. Do not remove forms from concrete that has been placed with outside air temperature below 50°F without first determining if the concrete has properly set without regard for time. Do not apply heavy loading on green concrete. Immediately after forms are removed, the surface of the concrete shall be carefully examined and any irregularities in the surface shall be repaired and finished as specified.

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## 3.05 FORMED OPENINGS

Openings shall be of sufficient size to permit final alignment of pipes or other items without deflection or offsets of any kind. Allow space for packing where items pass through the wall to ensure watertightness. Provide openings with continuous keyways and water stops. Provide a slight flare to facilitate grouting and the escape of entrained air during grouting. Provide formed openings with reinforcement as indicated in the typical structural details. Reinforcing shall be at least 2 inches clear from the opening surfaces and encased items.

## 3.06 EMBEDDED ITEMS

Set anchor bolts and other embedded items accurately and hold securely in position until the concrete is placed and set. Check all special castings, channels, or other metal parts that are to be embedded in the concrete prior to and again after concreting. Check nailing blocks, plugs, and strips necessary for the attachment of trim, finish, and similar work prior to concreting.

## 3.07 BEVELED EDGES (CHAMFER)

Form 3/4-inch beveled edges on exposed concrete edges and corners, beam soffit corners, and where indicated in the drawings. Reentrant corners in concrete members shall not have fillets, unless otherwise shown in the drawings. The top edges of slabs, walkways, beams, and walls may be beveled with an edging trowel in lieu of using chamfer strips.

## 3.08 CONSTRUCTION JOINTS

A. Provide construction joints where shown in the drawings.

## 3.09 EXPANSION JOINTS

Provide expansion joints with continuous edge reservoirs, which shall be filled with a joint sealant. Leave the material used for forming the reservoirs in place until immediately before the grooves are cleaned and filled with joint sealant. After removing edge forms from the reservoir, remove grout, loose concrete, and fins; then sandblast the slots. Allow the reservoirs to become thoroughly dry; then blow out the reservoirs and immediately prime and fill with the expansion joint sealant and backup materials. The primer used shall be supplied by the same manufacturer supplying the joint sealant.

## 3.10 TIME BETWEEN POURS

At least two hours shall elapse after depositing concrete in the columns or walls before depositing in beams, girders, or slabs supported thereon. Place beams, girders, brackets, column capitals, and haunches monolithically as part of the floor or roof system, unless otherwise indicated in the drawings.

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## 3.11 INSTALLATION OF PREMOLDED JOINT FILLER

Install in joint accurately as shown. Attach to concrete with a bonding agent recommended by the joint sealant and joint filler manufacturer for compatibility.

## 3.12 INSTALLATION OF JOINT SEALANTS

A. Immediately before installing the joint sealant, clean the joint cavity by sandblasting or power wire brushing. Install bond breaker tape per manufacturer's instructions.

B. After the joints have been prepared as described above, apply the joint sealant. Apply the primer, if required, and joint sealant only with the equipment and methods recommended by the joint sealant manufacturer. Application criteria for the sealant materials, such as temperature and moisture requirements and primer cure time, shall be in accordance with the recommendations of the sealant manufacturer.

C. Apply masking tape along the edges of the exposed surface of the exposed joints. Trowel the joints smooth with a tuck pointing tool wiped with a solvent recommended by the sealant manufacturer.

D. After the sealant has been applied, remove the masking tape and any sealant spillage.

## 3.13 INSTALLATION OF STEEL EXPANSION JOINT DOWELS

Align dowels as indicated in the drawings. Secure tightly in forms with rigid ties. Orient dowels to permit joint movement.

## 3.14 PLACING REINFORCEMENT

A. Place reinforcing steel in accordance with the current edition of Recommended Practice for Placing Reinforcing Bars, published by the Concrete Reinforcing Steel Institute.

B. Place reinforcing in accordance with the following, unless otherwise indicated:

1. Reinforcement indicated in the drawings is continuous through the structure to the farthest extent possible. Terminate bars and hooks 2 inches clear from faces of concrete.

2. Splices may be used to provide continuity due to bar length limitations. Minimum length of bars spliced for this reason is 30 feet. Splicing of reinforcement that is detailed to be continuous in the drawings is not permitted.

C. Reinforcing steel, before being positioned and just prior to placing concrete, shall be free from loose mill and rust scale and from any coatings that may destroy or reduce the bond. Clean reinforcing steel by sandblasting or wire brushing and remove mortar, oil, or dirt to remove materials that may reduce the bond.

D. Do not straighten or rebend reinforcing steel in the field.

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E. Position reinforcing steel in accordance with the drawings and secure by using annealed wire ties or clips at intersections and support by concrete or metal supports, spacers, or metal hangers. Do not place metal clips or supports in contact with the forms. Bend tie wires away from the forms to provide the specified concrete coverage. Bars, in addition to those shown in the drawings, which may be found necessary or desirable by the Contractor for the purpose of securing reinforcement in position shall be provided by the Contractor at his own expense.

F. Place reinforcement a minimum of 2 inches clear of any metal pipe or fittings.

G. Secure reinforcing dowels in place prior to placing concrete. Do not press dowels into the concrete after the concrete has been placed.

H. Roll wire mesh used for reinforcement flat before placing concrete. Support and tie wire mesh to prevent movement during concrete placement.

I. Position dowels for masonry walls to occur at reinforced block cells.

3.15 SITE-MIXED CONCRETE

Conform to ACI 304.

3.16 READY-MIXED CONCRETE

Conform to ASTM C94.

3.17 PLACING CONCRETE

Conform to ACI 304.

3.18 PUMPING CONCRETE

Conform to ACI 304.2R-91.

3.19 WEATHER REQUIREMENTS

A. Conform to ACI 305 for placing during hot weather.

B. Conform to ACI 306 for placing during cold weather.

3.20 BONDING TO OLD CONCRETE

Coat the contact surfaces of structural sections with epoxy bonding compound when noted in the drawings. The method of preparation and application of the bonding compound shall conform to the manufacturer's printed instructions and recommendations for specific application for this project.

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## 3.21 BACKFILL AGAINST WALLS

A. Do not place backfill against walls until the concrete has obtained a compressive strength equal to the specified 28-day compressive strength. Where backfill is to be placed on both sides of the wall, place the backfill uniformly on both sides.

B. Do not backfill the walls of structures that are laterally restrained or supported by suspended slabs or slabs on grade until the slab is poured and the concrete has reached the specified compressive strength.

## 3.22 PLACING SLURRY CEMENT BACKFILL

Place slurry cement backfill in a uniform manner that will prevent voids in, or segregation of, the backfill. Remove foreign material that falls into the excavation or trench. Do not commence backfilling over or place any material over the slurry cement backfill until at least four hours after placing the slurry cement backfill, except that when concrete sand is used for the aggregate and the in-place material is free draining, backfilling may commence as soon as the surface water is gone.

## 3.23 CONCRETE FINISHES

A. Complete concrete surfaces in accordance with the following schedule:

| Finish Designation | Area Applied |
|---|---|
| F-1 | Beams, columns, and exterior walls not exposed to view. |
| F-3 | Beams, columns, and walls of structures or buildings exposed to view. Underside of formed floors or slabs. |
| F-4 | Exterior and interior surfaces to be coated. |
| S-1 | Slabs and floors to be covered with concrete or grout. |
| S-4 | Slabs and floors of structures or buildings exposed to view. |
| S-5 | Slabs and floors at slopes greater than 10% and stairs. |
| E-1 | Exposed edges. EXCEPTION: edges normally covered with earth. |
| E-2 | Top of walls, beams, and similar unformed surfaces. |

B. Finish F-1: Repair defective concrete, fill depressions deeper than 1/2 inch, and fill tie holes.

Finish F-3: In addition to Finish F-1, remove fins, fill depressions 1/4 inch or deeper, fill depressions and airholes with mortar. Dampen surfaces and then spread a slurry consisting of one part cement and one and one-half parts sand by damp loose volume, over the surface with clean burlap pads or sponge rubber floats. Remove any surplus by scraping and then rubbing with clean burlap.

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Finish F-4: Repair defective concrete, remove fins, fill depressions 1/16 inch or deeper, fill tie holes, remove mortar spatter, and remove bulges higher than 1/16 inch.

Finish S-1: Screed to grade without special finish.

Finish S-4: Steel trowel finish without local depressions or high points and apply a light hair-broom finish. Do not use stiff bristle brooms or brushes. Leave hair-broom lines parallel to the direction of slab drainage.

Finish S-5: Steel trowel finish without local depressions or high points. Apply a stiff bristle broom finish. Leave broom lines parallel to the direction of slope drainage.

Finish E-1: Provide chamfer or beveled edges.

Finish E-2: Strike smooth and float to an F-3 or F-4 finish.

3.24 CURING CONCRETE

A. Conform to ACI 308.

B. Water cure with burlap mats unless optional curing methods are permitted.

C. It is the responsibility of the Contractor to select the appropriate curing method in response to climatical and/or site conditions occurring at the time of concrete placement. Take appropriate measures as described in ACI 305 and 306 for protecting and curing concrete during hot and cold weather.

3.25 REPAIR OF DEFECTS AND CRACKS

A. Do not repair defects until concrete has been evaluated by the Owner's Representative.

B. Surface Defects:

1. Repair surface defects that are smaller than 1 foot across in any direction and are less than 1/2 inch in depth.

2. Repair by removing the honeycombed and other defective concrete down to sound concrete, cut or grind edges perpendicular to the surface and at least 3/8 inch deep, abrasive clean and thoroughly dampen the surface, work into the surface an epoxy bonding agent, and fill the hole with one part cement to one part fine sand. Match the finish on the adjacent concrete, and cure as specified.

C. Severe Defects:

1. Repair severe defects that are larger than surface defects but do not appear to affect the structural integrity of the structure.

2. Repair by removing the honeycombed and other defective concrete down to sound concrete, make edges of the repair area perpendicular to the surface, as required

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above, sandblast the sound concrete surface, coat the exposed surfaces with epoxy bonding compound, place nonshrink grout, match the finish on the adjacent concrete, and cure as specified.

D. Repair minor cracks in concrete structures that are wider than 1/10 inch by cutting out a square edged and uniformly aligned joint 3/8 inch wide by 3/4 inch deep, preparing exposed surfaces of the joint, priming the joint, and applying polyurethane joint sealant.

E. If the cracks are major or affect the hydraulic capacity or function of the element, the Owner's Representative may require the concrete to be repaired by epoxy injection.

F. Major Defects and Cracks: If the defects affect the structural integrity of the structure or if patching does not satisfactorily restore quality and appearance to the surface, the Owner’s Representative may require the concrete to be removed and replaced, complete.

3.26 CONCRETE TESTS

A. Concrete quality testing will be performed on the concrete by the Owner as follows:

1. Frequency of Sampling: Cast four concrete test cylinders from each class of concrete placed in any one day. Sampling and curing of cylinders shall conform to ASTM C31.

2. Strength Testing: Test cylinders in accordance with ASTM C39. Test one cylinder at 7 days for information; test two cylinders at 28 days for acceptance; and hold one cylinder for verification. Strength acceptance will be based on the average of the strengths of the two cylinders tested at 28 days. If one cylinder of a 28-day test manifests evidence of improper sampling, molding, or testing, other than low strength, discard it and use the fourth cylinder for the test result.

3. Determine concrete slump by ASTM C143 with each strength test sampling and as required to establish consistency.

4. Determine air content of the concrete using ASTM C231 to verify the percentage of air in the concrete immediately prior to depositing in forms.

B. To facilitate concrete sampling and testing, the Contractor shall:

1. Furnish labor to assist the Owner in obtaining and handling samples at the project site.

2. Advise the Owner in advance of concrete placing operations to allow for scheduling and completion of quality testing.

3. Provide and maintain facilities for safe storage and proper curing of concrete test specimens on the project site, as required by ASTM C31.

END OF SECTION

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# SECTION 099000 PAINTING AND COATING

## PART 1 - GENERAL

### 1.01 DESCRIPTION

This section includes materials and application of painting and coating systems for the following surfaces:

A. Submerged metal.

B. Exposed metal

C. Buried metal.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. General Concrete Construction: 030500.

### 1.03 SUBMITTALS

A. Submit shop drawings in accordance with the General Conditions and Section 013300.

B. Submit manufacturer’s data sheets showing the following information:

1. Percent solids by volume.

2. Minimum and maximum recommended dry-film thickness per coat for prime, intermediate, and finish coats.

3. Recommended surface preparation.

4. Recommended thinners.

5. Statement verifying that the specified prime coat is recommended by the manufacturer for use with the specified intermediate and finish coats.

6. Application instructions including recommended equipment and temperature limitations.

7. Curing requirements and instructions.

C. Submit color swatches.

D. Submit certificate and supplier’s data sheets identifying the type and gradation of abrasives used for surface preparation. The certificate or data sheets shall specifically

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identify that the abrasives comply with federal and state of California regulations for materials to be used for abrasive blasting for surface preparation for paints and coatings.

E. Submit material safety data sheets for each coating.

1.04 MANUFACTURER'S SERVICES

Provide coating manufacturer's services for coatings applied at the jobsite for the minimum labor days listed below, travel time excluded:

A. Two labor days to advise the coating applicators on the following subjects at a minimum: use of plural component equipment (or other application equipment) for the application of the particular coatings specified for the Project ; required degree of mixing for each coating; required coating temperature range during the mixing operations; required coating temperature range in the application or spraying equipment; allowable pot life for each coating; required application viscosity range for each coating; use of dehumidification equipment for the application of the particular coatings specified for the Project ; ambient application temperature range for each coating layer; substrate or surface application temperature range for each coating layer; ambient application relative humidity range for each coating layer; curing requirements for each coating layer; and any particular special issues such as amine blush, formation of exudates, or other chemistry issues and the procedures to be followed to avoid application or curing failures.

B. Two labor days to observe the initial coating applications and make recommendations to the coating applicators regarding any revisions to the coating application procedures.

PART 2 - MATERIALS

2.01 PAINTING AND COATING SYSTEMS

The following index lists the various painting and coating systems by service and generic type:

PAINT COATINGS SYSTEM INDEX

| No. | Title | Generic Coating |
|---|---|---|
| Submerged Metal Coating Systems | | |
| 7. | Submerged Metal, Wastewater | Epoxy |
| Exposed Metal Coating Systems | | |
| 10. | Exposed Metal, Corrosive Environment | Water-based urethane alkyd |
| 52. | Exposed Metal, Galvanized Steel and Copper | Synthetic resin |
| Buried Metal Coating Systems | | |
| 21. | Buried Metal | Epoxy |

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| | | |
|---|---|---|
| 25. | Buried Metal Piping and Tubing | Coal-tar, wax, and polyethylene tape wrap or extruded polyethylene |

These systems are specified in detail in the following paragraphs. For each coating, the required surface preparation, prime coat, intermediate coat (if required), topcoat, and coating thicknesses are described. Mil thicknesses shown are minimum dry-film thicknesses.

2.02 SUBMERGED METAL COATING SYSTEMS

A. System No. 7--Submerged Metal, Wastewater:

Type: Epoxy.

Service Conditions: For use with structures, valves, piping, or equipment immersed in wastewater.

Surface Preparation: SSPC SP-10.

Coating System: Apply the manufacturer's recommended number of coats to attain the specified minimum coating thickness. Products: Devoe Bar-Rust 233V, Sherwin-Williams Duraplate UHS B62-210 series, Scotchkote 323+, or equal; 16 mils total. Color of topcoat: pearl gray (pearl gray shall match Benjamin Moore Pearl Gray / 863 / #dee2d9 Hex Color Code). Each coat shall be different color than the one preceding it.

2.03 EXPOSED METAL COATING SYSTEMS

A. System No. 10--Exposed Metal, Corrosive Environment:

Type: Water-based alkyd prime coat having a volume solids of 40.9% ± 2%, with a water-based urethane alkyd finish coat having a minimum volume solids of 37.2% ± 2%.

Service Conditions: For use with metal structures or pipes subjected to water condensation; chemical fumes, such as hydrogen sulfide; salt spray; and chemical contact.

Surface Preparation: SSPC SP-10.

Prime Coat: Water-based alkyd coating recommended by the manufacturer for overcoating with a urethane alkyd finish coat. Apply to a minimum thickness of 2 mils. Products: Dunn-Edwards BLOC-RUST Premium BRPR00-2-WH, or equal.

Finish Coat: Water-based urethane alkyd coating. Apply two (2) coats to a thickness of at least 1.5 mils per coat. Products: Dunn-Edwards ARISTOSHIELD Semi-Gloss ASHL50, color code DE-576, or equal. pearl gray (pearl gray shall match Benjamin Moore Pearl Gray / 863 / #dee2d9 Hex Color Code). buried metal Coating Systems

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B. System No. 52--Exposed Metal, Galvanized Steel and Copper:

Type: Synthetic resin or epoxy primer.

Service Conditions: Coat galvanized steel and copper surfaces with this system before applying topcoat.

Surface Preparation of Galvanized Steel: Surfaces shall be flat with no protrusions. Remove high spots and tears in the galvanizing with hand and power grinders. Comply with ASTM D6386, paragraph 5.2.1. Do not remove the galvanized coating below the specified thickness. Solvent clean galvanized surfaces per ASTM D6386, paragraph 5.3.2. Then sweep blast per ASTM D6386, paragraph 5.4.1. Use one of the abrasive materials that is described in ASTM D6386, paragraph 5.4.1. Surface preparation for weathered and partially weathered galvanized steel shall be in accordance with ASTM D6386, paragraphs 6 and 7. Apply prime coating within one hour of the surface preparation.

Surface Preparation of Copper: Solvent clean or steam clean copper surfaces per SSPC SP-1; do not use alkali cleaning. Then dust blast.

Prime Coat: Tnemec N69-1211, PPG Amercoat 385, Devoe Devran 224HS, Carboline 890, Sherwin-Williams Macropoxy 646 B58-600 series, PPG PITT-GUARD® Direct-to-Rust Epoxy Mastic Coating 97-145 series, or equal. Apply to a minimum thickness of 4 mils.

2.04 BURIED METAL COATING SYSTEMS

A. System No. 21--Buried Metal:

Type: High solids epoxy or phenolic epoxy having a minimum volume solids of 80% (ASTM D2697).

Service Conditions: Buried metal, such as valves, flanges, bolts, nuts, structural steel, and fittings.

Surface Preparation: SSPC SP-10.

Coating System: Apply three or more coats of PPG Amerlock 400 or 400VOC, Tnemec 104HS or 80, Devoe Bar-Rust 233H, Carboline 890LT, Sherwin-Williams Tank Clad HS B62-80 series, or equal; 30 mils total. Maximum thickness of an individual coating shall not exceed the manufacturer’s recommendation.

B. System No. 25--Buried Metal Piping and Tubing:

Type: Cold-applied coal-tar tape, hot-applied coal-tar tape, extruded polyethylene or cold-applied wax tape.

Service Conditions: Buried ferrous and nonferrous piping and tubing.

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Coat with one of the following systems:

1. Wrap with cold-applied coal-tar tape conforming to AWWA C209. Minimum thickness of tape shall be 35 mils. Apply tape with manufacturer's prime coat. Tape shall be Tapecoat CT, Protecto-Wrap 200, or equal.

2. Wrap with hot-applied coal-tar tape conforming to AWWA C203, Section 4.6. Minimum thickness of tape shall be 50 mils. Apply tape with manufacturer's recommended prime coat. Tape shall be Tapecoat 20, Protecto-Wrap 110, or equal.

3. Wrap with cold-applied wax tape per Section 099752.

Use chloride-free primers with the above coatings when applying to stainless steel piping or tubing.

Coat field joints of buried piping that has a shop-applied coating with primer and tape conforming to AWWA C209. Use Type 1 tape of 35-mil thickness. Products: Protection Engineering Co. Protectowrap 200 GT, Tapecoat CT10/40W, Polyken 930-35, or equal.

Perform electrical inspection of shop and field coating in accordance with Section 5 of AWWA C209.

Install buried pipes with wrapped coatings by extending the wrapping to the first joint after entering a building, penetrating a slab, or 6 inches above finished grade. Wrap joints spirally with a minimum overlap of 50% of the tape width.

2.05 ABRASIVES FOR SURFACE PREPARATION

A. Abrasives used for preparation of ferrous (excluding stainless steel) surfaces shall be one of the following:

1. 16 to 30 or 16 to 40 mesh silica sand or mineral grit.

2. 20 to 40 mesh garnet.

3. Crushed iron slag, 100% retained on No. 80 mesh.

4. SAE Grade G-40 or G-50 iron or steel grit.

B. In the above gradations, 100% of the material shall pass through the first stated sieve size and 100% shall be retained on the second stated sieve size.

PART 3 - EXECUTION

3.01 WEATHER CONDITIONS

A. Do not paint in the rain, wind, snow, mist, and fog or when steel or metal surface temperatures are less than 5°F above the dew point.

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B. Do not apply paint when the relative humidity is above 85%.

C. Do not paint when temperature of metal to be painted is above 120°F.

D. Do not apply inorganic or organic zinc, silicone aluminum, or silicone acrylic paints if air or surface temperature is below 40°F or expected to be below 40°F within 24 hours.

E. Do not apply epoxy, acrylic latex, and polyurethane paints on an exterior or interior surface if air or surface temperature is below 60°F or expected to drop below 60°F in 24 hours.

3.02 SURFACE PREPARATION PROCEDURES

A. Remove oil and grease from metal surfaces in accordance with SSPC SP-1. Use clean cloths and cleaning solvents and wipe dry with clean cloths. Do not leave a film or greasy residue on the cleaned surfaces before abrasive blasting.

B. Remove weld spatter and weld slag from metal surfaces and grind smoothly rough welds, beads, peaked corners, and sharp edges including erection lugs in accordance with SSPC SP-2 and SSPC SP-3. Grind 0.020 inch (minimum) off the weld caps on pipe weld seams. Grind outside sharp corners, such as the outside edges of flanges, to a minimum radius of 1/4 inch.

C. Do not abrasive blast or prepare more surface area in one day than can be coated in one day; prepare surfaces and apply coatings the same day. Remove sharp edges, burrs, and weld spatter.

D. Do not abrasive blast epoxy- or enamel-coated pipe that has already been factory coated, except to repair scratched or damaged coatings.

E. For carbon steel, do not touch the surface between the time of abrasive blasting and the time the coating is applied. Apply coatings within two hours of blasting or before any rust bloom forms.

F. Surface preparation shall conform with the SSPC specifications as follows:

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| | |
|---|---|
| Solvent Cleaning | SP-1 |
| Hand Tool Cleaning | SP-2 |
| Power Tool Cleaning | SP-3 |
| White Metal Blast Cleaning | SP-5 |
| Commercial Blast Cleaning | SP-6 |
| Brush-Off Blast Cleaning | SP-7 |
| Pickling | SP-8 |
| Near-White Blast Cleaning | SP-10 |
| Power Tool Cleaning to Bare Metal | SP-11 |
| Surface Preparation and Cleaning of Steel and Other Hard Materials by High- and Ultrahigh-Pressure Water Jetting Prior to Recoating | SP-12 |
| Surface Preparation of Concrete | SP-13 |

G. Wherever the words “solvent cleaning,” “hand tool cleaning,” “wire brushing,” or “blast cleaning” or similar words are used in these specifications or in paint manufacturer’s specifications, they shall be understood to refer to the applicable SSPC (Steel Structure Painting Council), surface preparation specifications listed above.

H. Dust blasting is defined as cleaning the surface through the use of very fine abrasives, such as siliceous or mineral abrasives, 80 to 100 mesh. Apply a fine etch to the metal surface to clean the surface of any contamination or oxide and to provide a surface profile for the coating.

I. For carbon steel surfaces, after abrasive blast cleaning, the height of the surface profile shall be 2 to 3 mils. Verify the surface profile by measuring with an impresser tape acceptable to the Project Manager. Perform a minimum of one test per 100 square feet of surface area. Testing shall be witnessed by the Project Manager. The impresser tape used in the test shall be permanently marked with the date, time, and locations where the test was made. Test results shall be promptly presented to the Project Manager.

J. Do not apply any part of a coating system before the Project Manager has reviewed the surface preparation. If coating has been applied without this review, if directed by the Project Manager, remove the applied coating by abrasive blasting and reapply the coat in accordance with this specification.

## 3.03 ABRASIVE BLAST CLEANING

A. Use dry abrasive blast cleaning for metal surfaces. Do not use abrasives in automatic equipment that have become contaminated. When shop or field blast cleaning with handheld nozzles, do not recycle or reuse blast particles.

B. After abrasive blast cleaning and prior to application of coating, dry clean surfaces to be coated by dusting, sweeping, and vacuuming to remove residue from blasting. Apply the

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specified primer or touch-up coating within the period of an eight-hour working day. Do not apply coating over damp or moist surfaces. Reclean prior to application of primer or touch-up coating any blast cleaned surface not coated within said eight-hour period.

C. Keep the area of the work in a clean condition and do not permit blasting particles to accumulate and constitute a nuisance or hazard.

D. During abrasive blast cleaning, prevent damage to adjacent coatings. Schedule blast cleaning and coating such that dust, dirt, blast particles, old coatings, rust, mill scale, etc., will not damage or fall upon wet or newly coated surfaces.

3.04 PROCEDURES FOR ITEMS HAVING SHOP-APPLIED PRIME COATS

A. After application of primer to surfaces, allow coating to cure for a minimum of two hours before handling to minimize damage.

B. When loading for shipment to the Project site, use spacers and other protective devices to separate items to prevent damaging the shop-primed surfaces during transit and unloading. If wood spacers are used, remove wood splinters and particles from the shop-primed surfaces after separation. Use padded chains or ribbon binders to secure the loaded items and minimize damage to the shop-primed surfaces.

C. Cover shop-primed items 100% with protective coverings or tarpaulins to prevent deposition of road salts, fuel residue, and other contaminants in transit.

D. Handle shop-primed items with care during unloading, installation, and erection operations to minimize damage. Do not place or store shop-primed items on the ground or on top of other work unless ground or work is covered with a protective covering or tarpaulin. Place shop-primed items above the ground upon platforms, skids, or other supports.

3.05 FIELD TOUCH-UP OF SHOP-APPLIED PRIME COATS

A. Remove oil and grease surface contaminants on metal surfaces in accordance with SSPC SP-1. Use clean rags wetted with a degreasing solution, rinse with clean water, and wipe dry.

B. Remove dust, dirt, salts, moisture, chalking primers, or other surface contaminants that will affect the adhesion or durability of the coating system. Use a high-pressure water blaster or scrub surfaces with a broom or brush wetted with a solution of trisodium phosphate, detergent, and water. Before applying intermediate or finish coats to inorganic zinc primers, remove any soluble zinc salts that have formed by means of scrubbing with a stiff bristle brush. Rinse scrubbed surfaces with clean water.

C. Remove loose or peeling primer and other surface contaminants not easily removed by the previous cleaning methods in accordance with SSPC SP-7. Take care that remaining primers are not damaged by the blast cleaning operation. Remaining primers shall be firmly bonded to the steel surfaces with blast cleaned edges feathered.

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D. Remove rust, scaling, or primer damaged by welding or during shipment, storage, and erection in accordance with SSPC SP-10. Take care that remaining primers are not damaged by the blast cleaning operation. Areas smaller than 1 square inch may be prepared per SSPC SP-11. Remaining primers shall be firmly bonded to the steel surfaces with cleaned edges feathered.

E. Use repair procedures on damaged primer that protects adjacent primer. Blast cleaning may require the use of lower air pressure, smaller nozzles, and abrasive particle sizes, short blast nozzle distance from surface, shielding, and/or masking.

F. After abrasive blast cleaning of damaged and defective areas, remove dust, blast particles, and other debris by dusting, sweeping, and vacuuming; then apply the specified touch-up coating.

G. Other surfaces that are shop primed shall receive a field touch-up of the same primer used in the original prime coat.

3.06 PAINTING SYSTEMS

A. All materials of a specified painting system, including primer, intermediate, and finish coats, shall be produced by the same manufacturer. Thinners, cleaners, driers, and other additives shall be as recommended by the paint manufacturer for the particular coating system.

B. Deliver paints to the jobsite in the original, unopened containers.

3.07 PAINT STORAGE AND MIXING

A. Store and mix materials only in areas designated for that purpose by the Project Manager. The area shall be well-ventilated, with precautionary measures taken to prevent fire hazards. Post “No Smoking” signs. Storage and mixing areas shall be clean and free of rags, waste, and scrapings. Tightly close containers after each use. Store paint at an ambient temperature from 50°F to 100°F.

B. Prepare multiple-component coatings using all of the contents of the container for each component as packaged by the paint manufacturer. Do not use partial batches. Do not use multiple-component coatings that have been mixed beyond their pot life. Provide small quantity kits for touch-up painting and for painting other small areas. Mix only the components specified and furnished by the paint manufacturer. Do not intermix additional components for reasons of color or otherwise, even within the same generic type of coating.

3.08 PROCEDURES FOR THE APPLICATION OF COATINGS

A. Conform to the requirements of SSPC PA-1. Follow the recommendations of the coating manufacturer including the selection of spray equipment, brushes, rollers, cleaners, thinners, mixing, drying time, temperature and humidity of application, and safety precautions.

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B. Obtain and comply with the coating manufacturer's recommendations concerning application requirements for the following minimum criteria:

1. Required plural component equipment (or other application equipment) for the application of the particular coatings specified for the Project.

2. Required degree of mixing for each coating.

3. Required coating temperature range during the mixing operations.

4. Required coating temperature range in the application or spraying equipment.

5. Allowable pot life for each coating.

6. Required application viscosity range for each coating.

7. Use of dehumidification equipment for the application of the particular coatings specified for the Project.

8. Ambient application temperature range for each coating layer.

9. Substrate or surface application temperature range for each coating layer.

10. Ambient application relative humidity range for each coating layer.

11. Curing requirements for each coating layer.

12. Any particular special issues such as amine blush, formation of exudates, or other chemistry issues and the procedures to be followed to avoid application or curing failures.

C. Stir, strain, and keep coating materials at a uniform consistency during application. Power mix components. For multiple component materials, premix each component before combining. Apply each coating evenly, free of brush marks, sags, runs, and other evidence of poor workmanship. Use a different shade or tint on succeeding coating applications to indicate coverage where possible. Finished surfaces shall be free from defects or blemishes.

D. Do not use thinners unless recommended by the coating manufacturer. If thinning is allowed, do not exceed the maximum allowable amount of thinner per gallon of coating material. Stir coating materials at all times when adding thinner. Do not flood the coating material surface with thinner prior to mixing. Do not reduce coating materials more than is absolutely necessary to obtain the proper application characteristics and to obtain the specified dry-film thicknesses.

E. Remove dust, blast particles, and other debris from blast cleaned surfaces by dusting, sweeping, and vacuuming. Allow ventilator fans to clean airborne dust to provide good

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visibility of working area prior to coating applications. Remove dust from coated surfaces by dusting, sweeping, and vacuuming prior to applying succeeding coats.

F. Apply coating systems to the specified minimum dry-film thicknesses as determined per SSPC PA-2.

G. Apply primer immediately after blast cleaning and before any surface rusting occurs, or any dust, dirt, or any foreign matter has accumulated. Reclean surfaces by blast cleaning that have surface colored or become moist prior to coating application.

H. Apply a brush coat of primer on welds, sharp edges, nuts, bolts, and irregular surfaces prior to the application of the primer and finish coat. Apply the brush coat prior to and in conjunction with the spray coat application. Apply the spray coat over the brush coat.

I. Before applying subsequent coats, allow the primer and intermediate coats to dry for the minimum curing time recommended by the manufacturer. In no case shall the time between coats exceed the manufacturer's recommendation.

J. Each coat shall cover the surface of the preceding coat completely, and there shall be a visually perceptible difference in applied shade or tint of colors.

K. Applied coating systems shall be cured at 75°F or higher for 48 hours. If temperature is lower than 75°F, curing time shall be in accordance with printed recommendations of the manufacturer, unless otherwise allowed by the Project Manager.

L. Assembled parts shall be disassembled sufficiently before painting or coating to ensure complete coverage by the required coating.

## 3.09 SURFACES NOT TO BE COATED

Do not paint the following surfaces unless otherwise noted in the drawings or in other specification sections. Protect during the painting of adjacent areas:

A. Concrete

B. Stainless steel.

## 3.10 PROTECTION OF SURFACES NOT TO BE PAINTED

Remove, mask, or otherwise protect hardware, lighting fixtures, switch plates, aluminum surfaces, machined surfaces, couplings, shafts, bearings, nameplates on machinery, and other surfaces not intended to be painted. Provide drop cloths to prevent paint materials from falling on or marring adjacent surfaces. Protect working parts of mechanical and electrical equipment from damage during surface preparation and painting process. Mask openings in motors to prevent paint and other materials from entering the motors.

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## 3.11 SURFACES TO BE COATED

The exact coating to be applied in any location is not designated by the descriptive phrases in the coating system titles such as “corrosive environment,” “buried metal,” or “submerged metal.” Coat surfaces with the specific coating systems as described below:

A. Coat aboveground and exposed piping or piping in vaults and structures as described in the various piping specifications. Color of finish coat shall match existing piping.

B. Coat valves as described in the various valve specifications. Aboveground valves, or valves in vaults and structures, shall match the color of the connecting piping.

## 3.12 DRY-FILM THICKNESS TESTING

A. Measure coating thickness specified for carbon steel surfaces with a magnetic-type dry-film thickness gauge in accordance with SSPC PA-2. Provide certification that the gauge has been calibrated by a certified laboratory within the past six months. Provide dry-film thickness gauge as manufactured by Mikrotest or Elcometer.

B. Test the finish coat of metal surfaces (except zinc primer and galvanizing) for holidays and discontinuities with an electrical holiday detector, low-voltage, wet-sponge type. Provide measuring equipment. Provide certification that the gauge has been calibrated by a certified laboratory within the past six months. Provide detector as manufactured by Tinker and Rasor or K-D Bird Dog.

C. Check each coat for the correct dry-film thickness. Do not measure within eight hours after application of the coating.

D. Perform tests in the presence of the Project Manager.

## 3.13 REPAIR OF IMPROPERLY COATED SURFACES

If the item has an improper finish color or insufficient film thickness, clean and topcoat the surface with the specified paint material to obtain the specified color and coverage. Sandblast or power-sand visible areas of chipped, peeled, or abraded paint, feathering the edges. Then prime and finish coat in accordance with the specifications. Work shall be free of runs, bridges, shiners, laps, or other imperfections.

## 3.14 CLEANING

A. During the progress of the work, remove discarded materials, rubbish, cans, and rags at the end of each day’s work.

B. Thoroughly clean brushes and other application equipment at the end of each period of use and when changing to another paint or color.

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C. Upon completion of painting work, remove masking tape, tarps, and other protective materials, using care not to damage finished surfaces.

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# SECTION 099752 COLD-APPLIED WAX TAPE COATING

## PART 1 - GENERAL

### 1.01 DESCRIPTION

This section includes materials and application of a three-part, cold-applied wax tape coating system for buried piping per NACE RP0375-2006, Section 4 except as modified herein.

Apply cold-applied wax tape coating system for buried piping, valves and fittings.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

Polyethylene Sheet Encasement (AWWA C105): 099754.

### 1.03 SUBMITTALS

A. Submit shop drawings in accordance with the General Conditions and Section 013300.

B. Submit manufacturer's catalog data sheets and application instructions.

## PART 2 - MATERIALS

### 2.01 PRIMER

A. Primer shall be a blend of petrolatums, plasticizers, and corrosion inhibitors having a paste-like consistency. The primer shall comply with NACE RP0375-2006 and shall have the following properties:

1. Pour Point: 100°F to 110°F.

2. Flash Point: 350°F.

3. Coverage: 1 gallon per 100 square feet.

B. Primer shall be Trenton Wax Tape Primer, Denso Paste Primer, or equal.

### 2.02 WAX TAPE

A. Wax tape shall consist of a synthetic-fiber felt, saturated with a blend of microcrystalline wax, petrolatums, plasticizers, and corrosion inhibitors, forming a tape coating that is easily formable over irregular surfaces. The tape shall comply with NACE RP0375-2006 and shall have the following properties:

1. Saturant Pour Point: 115°F to 120°F.

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2. Thickness: 50 to 70 mils.

3. Tape Width: 6 inches.

B. Wax tapes used for pipe soil-to-air transitions shall be UV light stable so as not to degrade in the presence of sunlight.

C. Wax tape shall be Trenton No. 1 Wax Tape, Denso "Densyl Tape," or equal.

2.03 PLASTIC WRAPPER

A. Wrapper shall be a polyvinylidene chloride plastic with three 50-gauge plies wound together as a single sheet. The wrapper shall have the following properties:

1. Color: Clear.

2. Thickness: 1.5 mils.

3. Tape Width: 6 inches.

B. Plastic wrapper shall be Trenton Poly-Ply, Denso Tape PVC Self-Adhesive, or equal.

2.04 POLYETHYLENE SHEET COATING

See Section 099754.

PART 3 - EXECUTION

3.01 WAX TAPE COATING APPLICATION

A. Surfaces shall be clean and free of dirt, grease, water, and other foreign material prior to the application of the primer and wax tape.

B. Apply primer by hand or brush to fitting surfaces. Work the primer into crevices and completely cover exposed metal surfaces.

C. Apply the wax tape immediately after the primer application. Work the tape into the crevices around fittings. Apply the wax tape by pressing and molding the tape into conformity with the surface so that it does not bridge over irregular surfaces configurations. Begin wrapping approximately 3 inches behind the area to be wrapped. If starting at a straight edge, wrap the tape spirally around the pipe while touching the end edge before starting the angle to begin the spiral. If the previous roll is headed in a downward direction, tuck the next roll under the previous roll. Stretch each roll tight as wrapping continues to avoid air bubbles.

D. Wrap the wax tape spirally around the pipe and across the fitting. Use a minimum overlap of 50% of the tape width. Apply tape to flanges, mechanical and restrained joint

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bolts, nuts and glands, and grooved-end couplings to 6 inches beyond each side of the item.

E. Work the tape into the crevices and contours of irregularly shaped surfaces and smooth out so that there is a continuous protective layer with no voids or spaces under the tape.

F. After application, seal the overlap seams of the tape by hand by tapering and pressing the seam, attempting to create a continuous surface. There shall be no air pockets underneath the tape. The tape shall have direct intimate contact with the pipe surface.

G. On vertical sections of the piping, such as at pipe-to-soil transitions, wrap the pipe starting from the bottom and proceeding upward so that downward flowing water and backfill do not catch in a seam.

H. Overwrap the completed wax tape installation with the plastic wrapping material. Wrap spirally around the pipe and across the fitting. Use a minimum overlap of 55% of the tape width and apply two layers or applications of overwrap. Secure plastic wrapper to pipe with adhesive tape.

3.02 APPLICATION OF POLYETHYLENE SHEET COATING TO BURIED PIPING

Wrap completed wax tape coating system with polyethylene film per Section 099754 and secure around the adjacent pipe circumference with adhesive tape.

3.03 HANDLING AND INSTALLING WAX-TAPE COATED PIPE

A. Handle pipe in a manner to minimize damage to the coating. Equipment used for the handling of coated pipe shall be designed and constructed to avoid damaging the protective coating system. Inspect supported areas of the pipe prior to installation. Repair damaged areas before installation.

B. The pipeline trench shall be free of rocks, foreign matter, and projections that could damage the coating system.

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# SECTION 099754 POLYETHYLENE SHEET ENCASEMENT (AWWA C105)

## PART 1 - GENERAL

### 1.01 DESCRIPTION

This section includes materials and installation of a polyethylene sheet encasement for buried ductile iron pipe, fittings, and valves.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Cold-Applied Wax Tape Coating: 099752.

B. General Piping Requirements: 400500.

C. Manual, Check, and Process Valves.

D. Flexible Pipe Couplings and Expansion Joints: 400722.

E. Ductile-Iron Pipe: 402040.

### 1.03 SUBMITTALS

A. Submit shop drawings in accordance with General Conditions and Section 013300.

B. Submit manufacturer's catalog literature and product data sheets describing the physical, chemical, and electrical properties of the encasement material.

## PART 2 - MATERIALS

### 2.01 POLYETHYLENE WRAP

A. The encasement shall consist of low-density polyethylene wrap of at least 8-mil thickness conforming to AWWA C105.

B. Polyethylene encasement for ductile-iron pipe shall be supplied as a flat tube meeting the dimensions of Table 1 in AWWA C105 and shall be supplied by the ductile-iron pipe manufacturer.

C. Provide enhanced 3 layer polyethylene wrap, V-Bio type wrap, or equal.

### 2.02 PLASTIC ADHESIVE TAPE

A. Tape shall consist of polyolefin backing and adhesive which bonds to common pipeline coatings including polyethylene.

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B. Minimum Width: 2 inches.

C. Products: Canusa Wrapid Tape; Tapecoat 35; Polyken 934; AA Thread Seal Tape, Inc.; or equal.

## PART 3 - EXECUTION

### 3.01 APPLICATION OF MOLDABLE MASTIC FILLER TO IRREGULAR ADJACENT SURFACES

When the adjacent joints are bell-and-spigot or mechanical joints and any associated welding specifications do not require an external full fillet weld, apply a moldable mastic filler (per Section 400500) at the step-down area prior to the application of the sheet encasement and tape. Polywrap edges shall extend 6” beyond area to be protected.

### 3.02 APPLYING SHEET COATING TO BURIED PIPING AND FITTINGS

A. Apply wrapping per AWWA C105 as modified herein.

B. Apply a double wrapping.

C. Install the polyethylene to completely encase the pipe and fittings to provide a watertight corrosion barrier. Continuously secure overlaps and ends of sheet and tube with polyethylene tape. Make circumferential seams with two complete wraps, with no exposed edges. Tape longitudinal seams and longitudinal overlaps, extending tape beyond and beneath circumferential seams.

D. Wrap bell-spigot interfaces, restrained joint components, and other irregular surfaces with wax tape or moldable sealant prior to placing polyethylene encasement.

E. Minimize voids beneath polyethylene. Place circumferential or spiral wraps of polyethylene tape at 2-foot intervals along the barrel of the pipe to minimize the space between the pipe and the polyethylene.

F. Overlap adjoining polyethylene tube coatings a minimum of 1 foot and wrap prior to placing concrete anchors, collars, supports, or thrust blocks. Hand wrap the polyethylene sheet, apply two complete wraps with no exposed edges to provide a watertight corrosion barrier, and secure in place with 2-inch-wide plastic adhesive tape.

### 3.03 APPLYING SHEET COATING TO BURIED VALVES

A. Wrap flanges and other irregular surfaces with wax tape per 099752. Press tightly into place leaving no voids underneath and a smooth surface under coating for polyethylene sheet.

B. Wrap with a flat sheet of polyethylene. Place the sheet under the valve and the flanges or joints with the connecting pipe and fold in half. Extend the sheet to the valve stem and

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secure the sheet in place with 2-inch-wide plastic adhesive tape. Apply a second layer and secure with tape. Make two complete wraps, with no exposed edges, to provide a watertight corrosion barrier. Secure the sheets with tape around the valve stem below the operating nut and around the barrel of the connecting pipe to prevent the entrance of water and soil. Place concrete anchor and support blocks after the wrap has been installed.

3.04 APPLYING SHEET COATING TO BURIED FLEXIBLE PIPE COUPLINGS

A. Wrap irregular surfaces with wax tape or moldable sealant. Press tightly into place leaving no voids underneath and a smooth surface under coating for polyethylene sheet.

B. Apply two layers or wraps around the coupling. Overlap the adjoining pipe or fitting a minimum of 1 foot and secure in place with tape. Provide sufficient slack in polyethylene to allow backfill to be placed around fitting without tearing polyethylene. Apply tape around the entire circumference of the overlapped section on the adjoining pipe or fitting in two complete wraps, with no exposed edges, to provide a watertight corrosion barrier.

3.05 REPAIR OF POLYETHYLENE MATERIAL

Repair polyethylene material that is damaged during installation. Use polyethylene sheet, place over damaged or torn area, and secure in place with 2-inch-wide plastic adhesive tape.

3.06 APPLYING SHEET COATING TO EXISTING BURIED PIPING

When connecting polyethylene-encased pipe or fittings to existing pipe, expose existing pipe, thoroughly clean the surface, and securely tape the end of the polyethylene to the existing as specified above. When the existing pipe is polyethylene encased, wrap new polyethylene encasement over the existing, with overlap of at least 2 feet. Tape securely as specified above.

3.07 BACKFILL FOR POLYETHYLENE-WRAPPED PIPE, VALVES, AND FITTINGS

Place sand backfill within 1 foot of the pipe, valves, and fittings wrapped with polyethylene encasement.

3.08 INSTALLATION AND REPAIR OF POLYETHYLENE AT SERVICE TAPS

A. Wrap two or three layers of polyethylene adhesive tape completely around the pipe to cover the area where the tapping machine and chain will be mounted.

B. Mount the tapping machine on the pipe area covered by the polyethylene tape. Then make the tap and install the corporation stop directly through the tape and polyethylene.

C. After making the direct service connection, inspect the entire circumferential area for damage and make repairs.

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D. To minimize the possibility of dissimilar metal corrosion at service connections, wrap the corporation stop and copper service lateral a minimum clear distance of 3 feet from the main with polyethylene or dielectric tape.

END OF SECTION

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# SECTION 099761 FUSION-BONDED EPOXY LININGS AND COATINGS

## PART 1 - GENERAL

### 1.01 DESCRIPTION

This section includes materials, application, and testing of one-part, fusion-bonded, heat-cured, thermosetting, 100% solids epoxy linings and coatings on steel, cast-iron, and ductile-iron equipment, such as valves, flexible pipe couplings, and pipe.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Painting and Coating: 099000.

B. Ductile Iron Pipe: 402040

### 1.03 SUBMITTALS

A. Submit shop drawings in accordance with the General Conditions and Section 013300.

B. Submit manufacturer's catalog literature and product data sheets, describing the physical and chemical properties of the epoxy lining. Describe application and curing procedure.

C. Submit coating application test records for measuring lining thickness and holiday detection for each item or pipe section and fitting. Describe repair procedures used.

D. For field applied coatings, submit qualifications of the coating contractor:

1. Copy of Contractor’s license valid for the State of California

2. Three references from projects completed within the last 5 years.

3. Written certification that each applicator performing Work on the Project is trained and qualified to perform the Work.

4. Written certification from the CONTRACTOR that they are qualified to apply the coating system specified.

## PART 2 - MATERIALS

### 2.01 PIPING AND EQUIPMENT SURFACES

A. The Contractor shall require the equipment suppliers to provide equipment that is free of salts, oil, and grease to the coating applicator.

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B. The Contractor shall require pipe suppliers to provide bare pipe that is free of salts, oil, and grease to the coating applicator.

2.02 SHOP-APPLIED EPOXY LINING AND COATING

Lining and coating shall be 100% solids, thermosetting, fusion-bonded, dry powder epoxy resin: Scotchkote 134 or 206N, Valspar "Pipeclad 1500 Red," or equal. Epoxy lining shall meet or exceed the following requirements:

| | |
|---|---|
| Hardness (minimum) | Barcol 17 (ASTM D2583)<br>Rockwell 50 ("M" scale) |
| Abrasion resistance (maximum value) | 1,000 cycles: 0.05 gram removed |
| | 5,000 cycles: 0.115 gram removed |
| | ASTM D1044, Tabor CS 17 wheel, 1,000-gram weight |
| Adhesion (minimum) | 3,000 psi (Elcometer) |
| Tensile strength | 7,300 psi (ASTM D2370) |
| Penetration | 0 mil (ASTM G17) |
| Adhesion overlap shear, 1/8-inch steel panel, 0.010 glue line | 4,300 psi, ASTM D1002 |
| Impact (minimum value) | 100 inch-pounds (Gardner 5/8-inch diameter tup) |

2.03 FIELD-APPLIED EPOXY FOR PATCHING

Use a minimum 80% solids liquid epoxy resin, Scotchkote 306 or 323+, or equal.

2.04 LINING OF GROOVED-END AND FLEXIBLE PIPE COUPLINGS

Line couplings the same as the pipe.

PART 3 - EXECUTION

3.01 SHOP APPLICATION OF FUSION-BONDED EPOXY LINING AND COATING--GENERAL

A. Grind surface irregularities, welds, and weld spatter smooth before applying the epoxy. The allowable grind area shall not exceed 0.25 square foot per location, and the maximum total grind area shall not exceed 1 square foot per item or piece of equipment. Do not use any item, pipe, or piece of equipment in which these requirements cannot be met.

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B. Remove surface imperfections, such as slivers, scales, burrs, weld spatter, and gouges. Grind outside sharp corners, such as the outside edges of flanges, to a minimum radius of 1/4 inch.

C. Uniformly preheat the pipe, item, or piece of equipment prior to blast cleaning to remove moisture from the surface. The preheat shall be sufficient to ensure that the surface temperature is at least 5°F above the dew point temperature during blast cleaning and inspection.

D. Sandblast surfaces per SSPC SP-5. Protect beveled pipe ends from the abrasive blast cleaning.

E. Apply lining and coating by the electrostatic spray or fluidized bed process. Minimum thickness of lining or coating shall be 15 mils. Heat and cure per the epoxy manufacturer's recommendations. The heat source shall not leave a residue or contaminant on the metal surface. Do not allow oxidation of surfaces to occur prior to coating. Do not permit surfaces to flash rust before coating.

3.02 SHOP APPLICATION OF FUSION-BONDED EPOXY LINING AND COATING TO PIPE--ADDITIONAL REQUIREMENTS

A. Apply lining and coating per AWWA C213 except as modified herein.

B. Grind 0.020 inch (minimum) off the weld caps on the pipe weld seams before beginning the surface preparation and heating of the pipe.

3.03 QUALITY OF LINING AND COATING APPLICATIONS

The cured lining shall be smooth and glossy, with no graininess or roughness. The lining shall have no blisters, cracks, bubbles, underfilm voids, mechanical damage, discontinuities, or holidays.

3.04 FACTORY TESTING OF LINING AND COATING --GENERAL

A. Test linings with a low-voltage wet sponge holiday detector. Test pipe linings per AWWA C213, Section 5.3.3. If the number of holidays or pinholes is fewer than one per 20 square feet of coating surface, repair the holidays and pinholes by applying the coating manufacturer's recommended patching compound to each holiday or pinhole and retest. If the number of pinholes and holidays exceeds one per 20 square feet of coating surface, remove the entire lining and recoat the item or pipe.

B. Measure the lining thickness at three locations on each item or piece of equipment or pipe section using a coating thickness gauge calibrated at least once per eight-hour shift. Record each measured thickness value. Where individual measured thickness values are less than the specified minimum thickness, measure the coating thickness at three additional points around the defective area. The average of these measurements shall exceed the specified minimum thickness value, and no individual thickness value shall be more than 2 mils below or 3 mils above the specified minimum value. If a section of

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the pipe, item, or piece of equipment does not meet these criteria, remove the entire lining or coating and recoat the entire item or piece of equipment.

3.05 FACTORY INSPECTION OF LINING AND COATING OF PIPE--ADDITIONAL REQUIREMENTS

Check for lining defects on the weld seam centerlines. There shall be no porous blisters, craters, or pimples lying along the peak of the weld crown.

3.06 SHIPPING, STORAGE, AND HANDLING

A. When loading piping, fittings, couplings, or other coated items for shipment to the project site, use spacers and other protective devices to separate pipes or other coated items to prevent damaging the coated surfaces during transit and unloading. If wood spacers are used, remove wood splinters and particles from the coated surfaces after separation. Use padded chains or ribbon binders to secure the loaded pipe or other coated items and minimize damage.

B. Do not load or unload pipe, fittings, couplings, or other coated items by inserting forklift tines or lifting chains inside the pipe or item. Use nonmetallic slings, padded chains, or padded forklift tines to lift pipe or other coated items.

C. Cover piping or other coated items 100% with protective coverings or tarpaulins to prevent deposition of road salts, fuel residue, and other contaminants in transit.

D. Provide stulls, braces, and supports for piping during shipping and storage such that out-of-roundness or deflection does not exceed 0.5% of the pipe diameter.

E. Handle piping and other coated items with care during the unloading, installation, and erection operations to minimize damage. Do not place or store pipe or other coated items on the ground or on top of other work unless ground or work is covered with a protective covering or tarpaulin. Place pipe or other coated items above the ground upon platforms, skids, or other supports.

F. Store piping or other coated items at the site on pallets to prevent direct contact with ground or floor. Cover pipe or coated items during storage with protective coverings or tarpaulins to prevent deposition of rainwater, salt air, dirt, dust, and other contaminants.

G. Do not allow piping or other coated items to contact metal, concrete, or other surfaces during storage, handling, or installation and erection at the site that could damage or scratch the coating.

3.07 FIELD REPAIRS

Patch scratches and damaged areas incurred while installing fusion-bonded epoxy coated items with a two-component, 80% solids (minimum), liquid epoxy resin. Wire brush or sandblast the damaged areas per SSPC SP-10. Lightly abrade or sandblast the coating or lining on the sides of the damaged area before applying the liquid epoxy coating. Apply

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an epoxy coating to defective linings and coatings to areas smaller than 20 square inches. Patched areas shall overlap the parent or base coating a minimum of 0.5 inch. If a defective area exceeds 20 square inches, remove the entire lining and coating and recoat the entire item or piece of equipment. Apply the liquid epoxy coating to a minimum dry-film thickness of 15 mils.

END OF SECTION

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# SECTION 133438 EXPANDED METAL AIR RELEASE VALVE ENCLOSURES

## PART 1 - GENERAL

### 1.01 DESCRIPTION

This section includes materials and installation of prefabricated steel expanded metal enclosures for use with aboveground air release valves.

### 1.02 SUBMITTALS

A. Submit shop drawings in accordance with the General Conditions and Section 013300 Submittals.

B. Submit dimensional drawings and field installation or assembly drawings. Show materials of construction and show the location of the proposed concrete pad, piping, and equipment within the enclosure. The Contractor shall verify that the piping, valves, and equipment proposed fit within the enclosures supplied and that the enclosures can open and close freely prior to equipment purchase.

## PART 2 - MATERIALS

### 2.01 MANUFACTURERS

Enclosures shall be, custom dual swing leaf, by Le Meur, no equal.

### 2.02 DESIGN AND CONSTRUCTION

A. Construct enclosures of steel expanded metal conforming to ASTM F1267. Minimum mesh size shall be No. 9.

B. Provide 3/16-inch thick angles on the corners to support the expanded metal panels and provide access to the enclosed equipment. Material of construction shall be the same as for the expanded metal.

C. Furnish type 316 stainless steel mounting hardware. Furnish locking assembly. Furnish two heavy duty utility locks for each enclosure. Assembly fasteners shall be stainless steel. Anchor hardware shall be adjustable up to 1.5 inches vertically to accommodate uneven concrete slabs.

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PART 3 - EXECUTION

3.01 FACTORY-APPLIED PAINTING AND COATING FOR CARBON STEEL ENCLOSURES

Coating shall be a powder-applied polymer material: polyester or epoxy and polyester combinations having a minimum thickness of 3 mils or polyolefin elastomer having a minimum thickness of 7 mils.

3.02 INSTALLATION

A. Enclosure side and roof panels shall fit together secured internally with mechanical fasteners or by welding.

B. Securely attach the enclosure to an existing concrete base with anchor brackets through the angle bases of the enclosure itself or through an anchor hinge.

3.03 SERVICE CONDITIONS

A. Enclosure service conditions shall be as shown below.

B. Enclosures:

| **Enclosure Tag Numbers** | **Minimum Dimensions** | **Color** |
|---|---|---|
| ARV NOS 2,3,4,5 and 7 | CUSTOM DUAL SWING LEAF ENCLOSURE WITH DUAL HINGES<br><br>24” Wide x 60” Long x 69” Tall<br>with dual lifting handles, square edges and locking mechanism. | Forest Green |

1. Confirm clearance prior to installation verify box can be opened without restriction. Provide submittal per Drawing G-02 Project Note 2.
2. Valve enclosure shall be manufactured by Le Meur no equal.
3. All valve enclosures shall be installed per manufacture’s instruction, or as directed by the Engineer.
4. Wash enclosure assembly with degreasing cleaner, apply two coats of water based corrosion resistant, acrylic primer, one coat of acrylic enamel (forest green), anti-graffiti coating.

END OF SECTION

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# SECTION 312300 EARTHWORK

## PART 1 - GENERAL

### 1.01 DESCRIPTION

This section includes materials, testing, and installation of earthwork for excavations and backfill.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. General Concrete Construction: 030500.

### 1.03 SUBMITTALS

A. Submit a report from a testing laboratory verifying that the material conforms to the gradation specified.

### 1.04 TESTING FOR COMPACTION

A. Owner shall test for compaction and relative density as described below.

B. Determine the density of soil in place by the sand cone method, ASTM D1556 or by nuclear methods, ASTM D6938. Additional sand cones and densities will be required if the backfill material is visually variable. The minimum depth for the sand cone test hole shall be 12 inches. The minimum size shall be 8 inches, and size 16/30 or 10/20 silica sand shall be used. Compaction tests will be performed for each lift or layer.

C. Determine laboratory moisture-density relations of soils per ASTM D1557. If nuclear methods are used for in-place density determination, the compaction test results for maximum dry density and optimum water content shall be adjusted in accordance with ASTM D4718. This will be required for determination of percent relative compaction and moisture variation from optimum.

D. Determine the relative density of cohesionless soils per ASTM D4253 and D4254.

E. Sample materials per ASTM D75.

F. "Relative compaction" is the ratio, expressed as a percentage, of the inplace dry density to the laboratory maximum dry density.

G. Compaction shall be deemed to comply with the specifications when no test falls below the specified relative compaction. The Contractor shall pay the costs of any retesting of Work not conforming to the specifications.

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1.05 DISPOSAL OF EXCESS MATERIALS

Excess site excavated or wasted material shall be disposed of offsite by the Contractor at his expense. No prearranged disposal site or related permits have been determined or secured by the City.

PART 2 - MATERIALS

2.01 FILL

Fill is material that is to be placed adjacent to and around structures to the limits indicated in the drawings. Material shall be excavated material that is free from organic matter, roots, debris, and rocks larger than 3 inches in the greatest dimension.

2.02 SAND

A. Granular material free from clay balls, organic matter, and other deleterious substances and conforming to the following gradations:

| Sieve Size | Percent Passing By Weight |
|---|---|
| 3/8 inch | 100 |
| No. 4 | 75 to 100 |
| No. 30 | 12 to 50 |
| No. 100 | 5 to 20 |
| No. 200 | 0 to 10 |

B. Sand shall have a minimum sand equivalent of 30 per ASTM D2419.

2.03 WATER FOR COMPACTION

Water shall be free of organic materials and shall have a pH of 7.0 to 9.0, a maximum chloride concentration of 500 mg/L, and a maximum sulfate concentration of 500 mg/L. Provide all water needed for earthwork. Provide temporary piping and valves to convey water from the source to the point of use. Provide any meters if the water is taken from a city, water district, or agency pipeline.

2.04 AGGREGATE BASE

Aggregate base shall be crushed aggregate base as specified in Section 200-2.2 of the Standard Specifications for Public Works Construction, 2021 edition.

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## PART 3 - EXECUTION

### 3.01 EXCAVATION

A. If necessary, excavations shall have sloping, sheeting, shoring, and bracing conforming with 29CFR1926 Subpart P-Excavations, CAL/OSHA requirements, and the General Provisions.

B. Excavation is unclassified. Perform excavation regardless of the type, nature, or condition of the material encountered to accomplish the construction.

### 3.02 PREPARATION FOR PLACING FILL

A. After excavation of existing material or removal of unacceptable material at the exposed subgrade, scarify the final subgrade surface to a depth of 12 inches and compact to 95% relative compaction.

B. Remove foreign materials and trash from the excavation before placing any fill material.

### 3.03 PLACING AND COMPACTING FILL

A. Place in maximum 8-inch lifts and compact each lift to 95% relative compaction.

### 3.04 MOISTURE CONTROL

During the compacting operations, maintain optimum practicable moisture content required for compaction purposes in each lift of the material. Maintain uniform moisture content throughout the lift. Supplement by sprinkling the material. At the time of compaction, the water content of the material shall be at optimum water content or within 2 percentage points above optimum.

### 3.05 PLACING AND COMPACTING AGGREGATE BASE

A. Place the aggregate base in 6-inch lifts and compact to 95% relative compaction.

END OF SECTION

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# SECTION 400500 GENERAL PIPING REQUIREMENTS

## PART 1 - GENERAL

### 1.01 DESCRIPTION

This section describes the general requirements for selecting piping materials; selecting the associated bolts, nuts, and gaskets for flanges for the various piping services in the Project; and miscellaneous piping items.

### 1.02 SUBMITTALS

A. Submit shop drawings in accordance with the General Conditions and Section 013300.

B. Submit affidavit of compliance with referenced standards (e.g., AWWA, ANSI, ASTM, etc.).

C. Submit certified copies of mill test reports for bolts and nuts, including coatings if specified. Provide recertification by an independent domestic testing laboratory for materials originating outside of the United States.

D. Submit manufacturer's data sheet for gaskets supplied showing dimensions and bolting recommendations.

### 1.03 DEFINITIONS OF BURIED AND EXPOSED PIPING

A. Buried piping is piping buried in the soil, commencing at the wall or beneath the slab of a structure. Where a coating is specified, provide the coating up to the structure wall. Unless detailed otherwise, coating shall penetrate wall no less than 1 inch. Piping encased in concrete is considered to be buried. Do not coat encased pipe.

B. Exposed piping is piping in any of the following conditions or locations:

1. Above ground.

2. Inside buildings, vaults, or other structures.

3. In underground concrete trenches or galleries.

## PART 2 - MATERIALS

### 2.01 MATERIALS SELECTION AND ALTERNATIVE MATERIALS

A. The drawings may show alternative piping materials for certain services. In such cases, the same pipe material shall be used for all pipe sizes in all locations for the given piping service. Do not intermix piping materials.

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2.02 THREAD FORMING FOR STAINLESS STEEL BOLTS

Form threads by means of rolling, not cutting or grinding.

2.03 BOLTS AND NUTS FOR FLANGES FOR STEEL AND DUCTILE-IRON PIPING

A. Bolts and nuts for Class 125 or 150 flanges (including AWWA C207, Class D) located indoors shall be Type 316 stainless steel conforming to ASTM A193, Grade B8M for bolts and ASTM A194, Grade 8M for nuts.

B. Bolts and nuts for buried or submerged Class 125 or 150 flanges shall be Type 316 stainless steel conforming to ASTM A193, Grade B8M for bolts and ASTM A194, Grade 8M for nuts.

C. Bolts used in flange insulation kits shall conform to ASTM A193 (Grade B7). Nuts shall conform to ASTM A194 (Grade 2H).

D. Provide washers for each nut. Washers shall be of the same material as the nuts.

2.04 LUBRICANT FOR STAINLESS STEEL BOLTS AND NUTS

Lubricant shall be chloride free and shall be RAMCO TG-50, Anti-Seize by RAMCO, Specialty Lubricants Corporation Husky™ Lube O'Seal, or equal.

2.05 GASKETS FOR FLANGES FOR DUCTILE IRON PIPING

A. Gaskets for flat face and raised face flanges shall be 1/16-inch for pipes 6 inches in diameter and smaller or 1/8-inch thick for larger pipes and shall be one of the following nonasbestos materials:

1. Aramid fiber-inserted rubber gaskets. Gaskets shall be suitable for a pressure of 200 psi at a temperature of 180°F. Products: Garlock Multi-Swell 3760-U or equal.

2. Glass microsphere filler bound with PTFE. Products: Garlock Gylon Style 3505 or equal. Gaskets shall be suitable for a pressure of 500 psi at a temperature of 400°F.

PART 3 - EXECUTION

3.01 RAISED FACE AND FLAT FACE FLANGES

Where a raised face flange connects to a flat-faced flange, remove the raised face of the flange.

3.02 INSTALLING FLANGED PIPING

A. Set pipe with the flange bolt holes straddling the pipe horizontal and vertical centerline. Install pipe without springing, forcing, or stressing the pipe or any adjacent connecting valves or equipment. Before bolting up, align flange faces to the design plane within

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1/16 inch per foot measured across any diameter. Align flange bolt holes within 1/8-inch maximum offset.

B. Inspect each gasket to verify that it is the correct size, material, and type for the specified service and that it is clean and undamaged. Examine bolts or studs, nuts, and washers for defects such as burrs or cracks and rust and replace as needed.

C. Clean flanges by wire brushing before installing flanged fittings. Clean flange bolts and nuts by wire brushing, lubricate carbon steel bolts with oil and graphite, and tighten nuts uniformly and progressively.

D. Bolt lengths shall extend completely through their nuts. Any that fail to do so shall be considered acceptably engaged if the lack of complete engagement is not more than one thread.

E. Do not use more than one gasket between contact faces in assembling a flanged joint.

F. Tighten the bolts to the manufacturer’s specifications, using the recommended cross bolt pattern in multiple steps of increasing torque, until the final torque requirements are achieved. Do not over torque.

G. If flanges leak under pressure testing, loosen or remove the nuts and bolts, reset or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints. Joints shall be watertight.

3.03 INSTALLING GROOVED-END PIPING

A. Install grooved-end pipe and fittings in accordance with the coupling manufacturer's recommendations and the following.

B. Clean loose scale, rust, oil, grease, and dirt from the pipe or fitting groove before installing coupling. Apply the coupling manufacturer's gasket lubricant to the gasket exterior including lips, pipe ends, and housing interiors.

C. Fasten coupling alternately and evenly until coupling halves are seated. Use torques as recommended by the coupling manufacturer.

3.04 INSTALLATION OF STAINLESS STEEL BOLTS AND NUTS

Prior to assembly, coat threaded portions of stainless steel bolts and nuts with lubricant.

END OF SECTION

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# SECTION 400515 PRESSURE TESTING OF PIPING

## PART 1 - GENERAL

### 1.01 DESCRIPTION

This section specifies the cleaning, hydrostatic, and leakage testing of pressure piping for water piping and wastewater piping.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. General Piping Requirements: 400500.

B. Manual, Check and Process Valves: 400520.

C. Ductile Iron Pipe: 402040.

### 1.03 SUBMITTALS

A. Submit shop drawings in accordance with the General Conditions and Section 013300.

B. Submit test bulkhead locations and design calculations, pipe attachment details, and methods to prevent excessive pipe wall stresses.

C. Submit test records to the Construction Manager upon completion of the testing.

### 1.04 TEST PRESSURES

Test pressures for the various services and types of piping are shown the subsection on “Test Pressure and Test Fluids” in Part 3.

### 1.05 TESTING RECORDS

Provide records of each piping installation during the testing. These records shall include:

A. Date and times of test.

B. Identification of pipeline, or pipeline section tested or retested.

C. Identification of pipeline material.

D. Identification of pipe specification.

E. Test fluid.

F. Test pressure at low point in pipeline section.

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G. Remarks: Leaks identified (type and location), types of repairs, or corrections made.

H. Certification by Contractor that the leakage rate measured conformed to the specifications.

## PART 2 - MATERIALS

### 2.01 MANUAL AIR-RELEASE VALVES

Provide temporary manual air-release valves at test bulkheads for pipeline test. Construct the pipe outlet in the same manner as for a permanent air valve and after use, seal with a blind flange, pipe cap, or plug and coat the same as the adjacent pipe.

### 2.02 TEST BULKHEADS

Design and fabricate test bulkheads per Section VIII of the ASME Boiler and Pressure Vessel Code. Materials shall comply with Part UCS of said code. Design pressure shall be at least 2.0 times the specified test pressure for the section of pipe containing the bulkhead. Limit stresses to 70% of yield strength of the bulkhead material at the bulkhead design pressure. Include air-release and water drainage connections.

### 2.03 TESTING FLUID

A. For potable water and wastewater pipelines, obtain and use only potable water for hydrostatic testing.

### 2.04 TESTING EQUIPMENT

Provide calibrated pressure gauges, pipes, bulkheads, pumps, compressors, chart recorder, and meters to perform the hydrostatic testing.

## PART 3 - EXECUTION

### 3.01 TESTING PREPARATION

A. Pipes shall be in place, backfilled, and anchored before commencing pressure testing.

B. Conduct pressure tests on exposed and aboveground piping after the piping has been installed and attached to the pipe supports, hangers, anchors, expansion joints, valves, and meters.

C. For buried piping, the pipe may be partially backfilled and the joints left exposed for inspection during an initial leakage test. Perform the final pressure test, however, after completely backfilling and compacting the trench.

D. Provide any temporary piping needed to carry the test fluid to the piping to be tested. After the test has been completed and demonstrated to comply with the specifications,

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disconnect and remove temporary piping. Do not remove exposed vent and drain valves at the high and low points in the tested piping; remove any temporary buried valves and cap the associated outlets. Plug taps or connections to the existing piping from which the test fluid was obtained.

E. Provide temporary drain lines needed to carry testing fluid away from the pipe being tested. Remove such temporary drain lines after completing the pressure testing. Pipes shall remain full after testing.

F. Prior to starting the test, the Contractor shall notify the Construction Manager. Provide a 48-hour advance notice.

3.02 CLEANING

A. Before conducting hydrostatic tests, flush pipes with water to remove dirt and debris. Maintain a flushing velocity of at least 3 fps for water testing. Flush pipes for time period as given by the formula

$$T = \frac{2L}{3}$$

in which:

T = flushing time (seconds)
L = pipe length (feet)

3.03 TESTING NEW PIPE WHICH CONNECTS TO EXISTING PIPE

Prior to testing new pipelines to be connected to existing pipelines, isolate the new line from the existing line by means of test bulkheads, spectacle flanges, or blind flanges. After successfully testing the new line, remove test bulkheads or flanges and connect to the existing piping.

3.04 HYDROSTATIC TESTING OF ABOVEGROUND OR EXPOSED PIPING

A. Open vents at high points of the piping system to purge air while filling the pipe with water. Venting during system filling may also be provided by temporarily loosening flanges.

B. Subject the piping system to the test pressure indicated. Maintain the test pressure for a minimum of four hours. Examine joints, fittings, valves, and connections for leaks. The piping system shall show zero leakage or weeping. Correct leaks and retest until zero leakage is obtained.

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3.05 REPETITION OF TEST

If the actual leakage exceeds the allowable, locate and correct the faulty work and repeat the test. Restore the work and all damage resulting from the leak and its repair. Eliminate visible leakage.

3.06 BULKHEAD AND TEST FACILITY REMOVAL

After a satisfactory test, remove the testing fluid, remove test bulkheads and other test facilities, and restore the pipe coatings.

3.07 TEST PRESSURE AND TEST FLUIDS

A. Testing and design pressures (psig) shall be as listed below:

| Pipe Service | Pipe Material | Testing Fluid | Test Pressure |
|---|---|---|---|
| Wastewater | DIP | Potable Water | 150 PSI |

END OF SECTION

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# SECTION 400520 MANUAL PROCESS VALVES

## PART 1 - GENERAL

### 1.01 DESCRIPTION

This section includes materials, testing, and installation of manually operated valves including ball valves.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. General Piping Requirements: 400500.

B. Pressure Testing of Piping: 400515.

C. Equipment, Piping, and Valve Identification: 400775.

### 1.03 SUBMITTALS

A. Submit shop drawings in accordance with the General Conditions and Section 013300.

B. Submit manufacturer's catalog data and detail construction sheets showing all valve parts. Describe each part by material of construction, specification (such as AISI, ASTM, SAE, or CDA), and grade or type.

C. Show valve dimensions including laying lengths. Show port sizes. Show dimensions and orientation of valve actuators, as installed on the valves. Show location of internal stops for gear actuators. State differential pressure and fluid velocity used to size actuators. For worm-gear actuators, state the radius of the gear sector in contact with the worm and state the handwheel diameter.

D. Show valve linings and coatings. Submit manufacturer's catalog data and descriptive literature.

E. Submit a report verifying that the valve interior linings and exterior coatings have been tested for holidays and lining thickness. Describe test results and repair procedures for each valve. Do not ship valves to Project site until the reports have been returned by the Project Manager and marked "Resubmittal not required."

## PART 2 - MATERIALS

### 2.01 GENERAL

A. Install valves complete with operating levers required for operation.

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B. Valves shall have the name of the manufacturer and the size of the valve cast or molded onto the valve body or bonnet or shown on a permanently attached plate.

2.02 VALVE ACTUATORS

A. Provide lever actuators for exposed valves 6 inches and smaller.

2.03 BOLTS AND NUTS FOR FLANGED VALVES

Bolts and nuts for flanged valves shall be as described in Section 400500.

2.04 GASKETS FOR FLANGES

Gaskets for flanged end valves shall be as described in Section 400500.

2.05 PAINTING AND COATING

A. Coat metal valves located above ground or in vaults and structures the same as adjacent piping. Apply the specified prime and intermediate and finish coat at the place of manufacture. Finish coat shall match the color of the adjacent piping.

B. Alternatively, line and coat valves with fusion-bonded epoxy per Section 099761.

C. Test the valve interior linings and exterior coatings at the factory with a low-voltage (22.5 to 80 volts, with approximately 80,000-ohm resistance) holiday detector, using a sponge saturated with a 0.5% sodium chloride solution. The lining shall be holiday free.

D. Measure the thickness of the valve interior linings per Section 099000. Repair areas having insufficient film thickness per Section 099000.

E. Do not coat stainless steel valves.

2.06 PACKING, O-RINGS, AND GASKETS

Unless otherwise stated in the detailed valve specifications, packing, O-rings, and gaskets shall be one of the following nonasbestos materials:

A. Teflon.

B. Kevlar aramid fiber.

C. Acrylic or aramid fiber bound by nitrile.

D. Buna-N (nitrile).

2.07 RUBBER SEATS

Rubber seats shall be made of a rubber compound that is resistant to free chlorine and monochloramine concentrations up to 10 mg/L in the fluid conveyed.

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## 2.08 VALVES

A. Ball Valves:

1. Full Port Threaded Stainless Steel Ball Valves 3 Inches and Smaller:

Stainless steel ball valves, 3 inches and smaller, for wastewater service shall be rated at a minimum pressure of 1,000 psi WOG at a temperature of 100°F. Provide full port ball and body design. Valve body, ball, and stem shall be Type 316 stainless steel, ASTM A276 or A351. Seat and seals shall be reinforced Teflon. Valves shall have lever actuators, plastic coated. Valves shall have threaded ends (ASME B1.20.1) and nonblowout stems. Valves shall be Smith-Cooper Series: SC201,Worcester Series 59, Apollo 86-100 Series, or equal. Do not coat stainless steel valves.

# PART 3 - EXECUTION

## 3.01 VALVE SHIPMENT AND STORAGE

A. Provide flanged openings with metal closures at least 3/16-inch thick, with elastomer gaskets and at least four full-diameter bolts. Install closures at the place of valve manufacture prior to shipping. For studded openings, use all the nuts needed for the intended service to secure closures. Alternatively, ship flanged valves 3 inches and smaller in separate sealed cartons or boxes.

B. Provide threaded openings with steel caps or solid-shank steel plugs. Do not use nonmetallic (such as plastic) plugs or caps. Install caps or plugs at the place of valve manufacture prior to shipping. Alternatively, ship valves having threaded openings or end connections in separate sealed cartons or boxes.

C. Store resilient seated valves in sealed polyethylene plastic enclosures with a minimum of one package of desiccant inside. Store resilient seated valves in the open or unseated position. Valves with adjustable packing glands shall have the packing gland loosened prior to storage. Inspect valves at least once per week, replace desiccant if required and repair damaged storage enclosures. Do not store valves with resilient seats near electric motors or other electrical equipment.

D. Inspect valves on receipt for damage in shipment and conformance with quantity and description on the shipping notice and order. Unload valves carefully to the ground without dropping. Use forklifts or slings under skids. Do not lift valves with slings or chain around operating shaft, actuator, or through waterway. Lift valves with eyebolts or rods through flange holes or chain hooks at ends of valve parts.

E. Protect the valve and actuators from weather and the accumulation of dirt, rocks, and debris. Do not expose rubber seats to sunlight or ozone for more than 30 days. Also, see the manufacturer’s specific storage instructions.

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F. Make sure flange faces, joint sealing surfaces, body seats, and disc seats are clean. Check the bolting attaching the actuator to the valve for loosening in transit and handling. If loose, tighten firmly. Open and close valves having manual or power actuators to make sure the valve operates properly and that stops or limit switches are correctly set so that the valve seats fully. Close valve before installing.

3.02 FACTORY PRESSURE TESTING

A. Hydrostatically test the valve pressure-containing parts at the factory per the valve specification or per the referenced standard. If no testing requirement is otherwise specified or described in the referenced standards, then test with water for 30 minutes minimum at a pressure of 1.5 times the rated pressure but not less than 20 psig. Test shall show zero leakage. If leaks are observed, repair the valve and retest. If dismantling is necessary to correct valve deficiencies, then provide an additional operational test and verify that the valve components function.

B. The chloride content of liquids used to test austenitic stainless steel materials shall not exceed 50 ppm. To prevent deposition of chlorides as a result of evaporative drying, remove residual liquid from tested parts at the conclusion of the test.

3.03 INSTALLING VALVES—GENERAL

A. Remove covers over flanged openings and plugs from threaded openings, after valves have been placed at the point to which the valves will be connected to the adjacent piping. Do not remove valves from storage cartons or boxes until they are ready to be installed.

B. Handle valves carefully when positioning, avoiding contact or impact with other equipment, vault or building walls, or trench walls.

C. Clean valve interiors and adjacent piping of foreign material prior to making up valve to pipe joint connection. Prepare pipe ends and install valves in accordance with the pipe manufacturer’s instructions for the joint used. Do not deflect pipe-valve joint. Do not use a valve as a jack to pull pipe into alignment. The installation procedure shall not result in bending of the valve/pipe connection with pipe loading.

D. Make sure valve ends and seats are clean. Check exposed bolting for loosening in transit and handling and tighten to manufacturer’s recommendations. Open and close the valve to make sure it operates properly and that stops or limit switches are correctly set so that the vane, ball, gate, needle, diaphragm, disc, plug, or other seating element seats fully. Close the valve before installing. Check coatings for damage and repair. Handle valves carefully when positioning, avoiding contact or impact with other equipment or structures.

E. Prior to assembly, coat threaded portions of stainless steel bolts and nuts with lubricant.

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## 3.04 INSTALLING EXPOSED VALVES

A. Unless otherwise indicated in the drawings, install valves in horizontal runs of pipe having centerline elevations 4 feet 6 inches or less above the floor with their operating stems vertical. Install valves in horizontal runs of pipe having centerline elevations between 4 feet 6 inches and 6 feet 9 inches above the floor with their operating stems horizontal.

B. Install valves on vertical runs of pipe that are next to walls with their stems horizontal, away from the wall. Valves on vertical runs of pipe that are not located next to walls shall be installed with their stems horizontal, oriented to facilitate valve operation.

## 3.05 ASSEMBLING JOINTS

A. Bolt holes of flanged valves shall straddle the horizontal and vertical centerlines of the pipe run to which the valves are attached. Clean flanges by wire brushing before installing flanged valves. Clean flange bolts and nuts by wire brushing, lubricate threads with oil and graphite, and tighten nuts uniformly and progressively. If flanges leak under pressure testing, loosen or remove the nuts and bolts, reseat or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints. Joints shall be watertight.

B. Clean threaded joints by wire brushing or swabbing. Apply Teflon joint compound or Teflon tape to pipe threads before installing threaded valves. Joints shall be watertight.

C. Install lug-type valves with separate hex head machine bolts at each bolt hole and each flange (two bolts per valve bolt hole).

D. Install grooved-end couplings for valves in accordance with Section 400500.

## 3.06 VALVE FIELD TESTING

A. Test valves for leakage at the same time that the connecting pipelines are hydrostatically tested. See Section 400515 for pressure testing requirements. Protect or isolate any parts of valves, actuators, or control and instrumentation systems whose pressure rating is less than the pressure test. Valves shall show zero leakage. Repair or replace any leaking valves and retest.

B. Operate manual valves through three full cycles of opening and closing. Valves shall operate from full open to full close without sticking or binding. Do not backfill buried valves until after verifying that valves operate from full open to full closed. If valves stick or bind, or do not operate from full open to full closed, repair or replace the valve and repeat the tests.

C. Gear actuators shall operate valves from full open to full close through three cycles without binding or sticking. The pull required to operate handwheel- or chainwheel-operated valves shall not exceed 40 pounds. The torque required to operate valves having 2-inch AWWA nuts shall not exceed 150 ft-lbs. If actuators stick or bind or if pulling forces and torques exceed the values stated previously, repair or replace the

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actuators and repeat the tests. Operators shall be fully lubricated in accordance with the manufacturer's recommendations prior to operating.

END OF SECTION

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# SECTION 400560 AIR-RELEASE AND VACUUM-RELIEF VALVES

## PART 1 - GENERAL

### 1.01 DESCRIPTION

This section includes materials and installation of combination air release and air vacuum relief valves for sewage service.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. General Piping Requirements: 400500.

B. Pressure Testing of Piping: 400515.

C. Manual Process Valves: 400520.

D. Equipment, Piping, Duct, and Valve Identification: 400775.

### 1.03 SUBMITTALS

A. Submit shop drawings in accordance with the General Conditions and Section 013300.

B. Submit manufacturer's catalog data and detail drawings showing all valve parts and described by material of construction, specification (such as AISI, ASTM, SAE, or CDA), and grade or type. Show linings and coatings. Identify each valve by tag number to which the catalog data and detail sheets pertain.

## PART 2 - MATERIALS

### 2.01 VALVE IDENTIFICATION

Valves are identified in the drawings by size and type number.

### 2.02 VALVE TAGGING AND IDENTIFICATION

Provide identifying valve tags per Section 400775.

### 2.03 BOLTS, NUTS, AND GASKETS FOR FLANGED VALVES

See Section 400500 and specification for the pipe to which the valve is attached.

### 2.04 VALVE DESIGN AND OPERATION

A. The air-release and vacuum-relief valve shall be of a single chamber design with floats housed in a stainless steel body or ductile iron body with epoxy powder coating

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including coated cast iron, steel, or stainless steel ends secured by means of stainless steel tie rods or by a flanged connection. The valve shall have an integral orifice mechanism that shall operate automatically to limit transient pressure rise or shock induced by closure to twice valve rated working pressure. Provide a double (small and large) orifice design.

B. The intake orifice area shall be equal to the nominal size of the valve. The large orifice sealing shall be affected by the flat face of the control float seating against a nitrile rubber O-ring housed in dovetail groove circumferentially surrounding the orifice. Discharge of pressurized air shall be controlled by the seating and unseating of a small orifice nozzle on a natural rubber seal affixed into the control float. The nozzle shall have a flat seating land surrounding the orifice.

C. Provide a 1/4-inch NPT test/bleed cock.

D. Prior to the ingress of liquid into the valve chamber, as when the pipeline is being filled, valves shall vent through the large orifice. At higher water approach velocities, the valve shall automatically discharge air through the orifice mechanism and reduce water approach velocity.

E. Valve shall not exhibit leaks or weeping of liquid past the large orifice seal at operating pressures of 7 psi to twice rated working pressure.

F. Valves shall respond to the presence of air by discharging it through the small orifice at any pressures within the specified design range and shall remain leak tight in the absence of air.

G. Valves shall react immediately to pipeline drainage or water column separation by the full opening of the large orifice so as to allow unobstructed air intake at the lowest possible negative internal pipeline pressure.

2.05 MATERIALS OF CONSTRUCTION

A. Materials of construction for air-release valves/air and vacuum-relief valves for sewage service shall be as follows:

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| Item | Material | Specification |
|---|---|---|
| Top flange, lower flange, screen mesh, bolts, nuts, connecting screws, float screw, and assembly screws | Stainless steel<br><br>Or Ductile Iron | AISI Type 316 |
| Top cover | Stainless Steel<br>Or Ductile Iron | – |
| Barrel | Stainless Steel<br>Or Ductile Iron | AISI Type 316 |
| Floats | Polypropylene<br>Or Stainless Steel | – |
| Air-release nozzle or orifice mechanism | Stainless steel | AISI Type 316 |
| Nozzle seal and seat | Natural rubber | – |
| Nozzle seal retaining plate | Stainless steel | AISI Type 316 |
| Tie rod assembly and support fasteners | Stainless steel | AISI Type 316 |
| Float O-ring seals | Nitrile rubber | |

2.06 VALVE END CONNECTIONS

A. Valves 2 inches and smaller shall have threaded ends. Valves 3 inches and larger shall have flanged ends.

B. Flanges for Class 150 valves shall comply with ASME B16.1, Class 125. Flanges for Class 300 valves shall comply with ASME B16.1, Class 250.

C. Threaded ends shall comply with ASME B1.20.1.

2.07 VALVES

A. Type 2 – 3” Sewage Air/Vacuum Valve Class 150: Valve shall allow unrestricted venting or reentry of air during filling or draining of pipeline. Valve shall seat to prevent sewage from leaking through the valve at any pressure. Valves shall be A.R.I. Model D-26 (Part # D26SS03) with fully stainless steel construction and including non-slam attachment (Part # ZZPD023-NS), no equal.

B. Type 3 – 1” Sewage Air/Vacuum Valve Class 150: Valve system shall allow venting air during filling of pipelines and to vent small pockets of air which collect in the pipeline. Valve shall seat to prevent sewage from leaking through the valve at any pressure. Valve shall be APCO ASC Model 400, ductile iron body, with threaded outlet or approved equal.

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PART 3 - EXECUTION

3.01 SERVICE CONDITIONS

A. Special service conditions for valves shall be as described below. Design the valves to incorporate the various conditions presented.

| Valve Type | Minimum Operating Pressure (psig) | Maximum Operating Pressure (psig) | Seating Pressure (psi) |
|---|---|---|---|
| Type 2 | -10 | 150 | 1 |
| Type 3 | -10 | 150 | 1 |

B. Valves shall seat drip tight at the specified seating pressure.

3.02 FACTORY TESTING

A. Test each valve per AWWA C512, Section 5 and the following.

B. Hydrostatically test the pressure-containing parts at the factory with water for 30 minutes minimum at a pressure of 1.5 times the rated pressure but not less than 20 psig. Test shall show zero leakage. If leaks are observed, repair the valve and retest. If dismantling is necessary to correct valve deficiencies, provide an additional operational test per AWWA C512, Section 5 for each affected valve.

C. The chloride content of liquids used to test austenitic stainless steel materials shall not exceed 50 ppm. To prevent deposition of chlorides as a result of evaporative drying, remove residual liquid from tested parts at the conclusion of the test.

3.03 PAINTING AND COATING

A. Do not coat stainless steel valves.

B. Line and coat cast-iron valves with fusion-bonded epoxy per Section 099761. Do not coat seating areas and plastic, bronze, stainless steel, or other high alloy parts. Apply intermediate and finish coats in field. Finish coat shall match the color of the adjacent piping.

3.04 SHIPMENT AND STORAGE

A. Identify the equipment with item and serial numbers and, tag, and pipeline station number. Material shipped separately shall be identified with securely affixed, corrosion-resistant metal tags indicating the item and serial number, and pipeline station numbers of the equipment for which it is intended. In addition, ship crated equipment with duplicate packing lists, one inside and one on the outside of the shipping container.

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B. Pack and ship one copy of the manufacturer's standard installation instructions with the equipment. Provide the instructions necessary to preserve the integrity of the storage preparation after the equipment arrives at the jobsite and before start-up.

C. Provide flanged openings with metal closures at least 3/16-inch thick, with elastomer gaskets and at least four full-diameter bolts. Provide closures at the place of pump manufacture prior to shipping. For studded openings, use all the nuts needed for the intended service to secure closures.

D. Provide threaded openings with steel caps or solid-shank steel plugs. Do not use nonmetallic (such as plastic) plugs or caps. Provide caps or plugs at the place of pump manufacture prior to shipping.

E. Clearly identify lifting points and lifting lugs on the valves. Identify the recommended lifting arrangement on boxed equipment.

3.05 INSTALLATION

A. Clean flanges by wire brushing before installing flanged valves. Clean flange bolts and nuts by wire brushing, lubricate threads with oil and graphite, and tighten nuts uniformly and progressively. If flanges leak under pressure testing, loosen or remove the nuts and bolts, reseat or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints. Joints shall be watertight.

B. Clean threaded joints by wire brushing or swabbing. Apply Teflon® joint compound or Teflon® tape to pipe threads before installing threaded valves. Joints shall be watertight.

C. Do not use duct tape and plastic for covering the ends of pipe flanges. Use a solid metal cover with rubber gasket to cover flange openings during installation. These metal covers shall remain in place until the piping is connected to the valves.

D. Do not spring flanges of connecting piping into position. Separately work connecting piping systems into position to bring the piping flanges into alignment with the matching valve flanges. Do not move valves to achieve piping alignment. Do not use electrical heating stress relieving to achieve piping alignment.

E. Line up pipe flange bolt holes with valve nozzle bolt holes within 1/16 inch maximum offset from the center of the bolt hole to permit insertion of bolts without applying any external force to the piping.

F. Flange face separation shall be within the gasket spacing ±1/16 inch. Use only one gasket per flanged connection.

3.06 VALVE FIELD PRESSURE TESTING

Test valves at the same time that the connecting pipelines are pressure tested. See Section 400515 for pressure testing requirements. Protect or isolate any parts of valves,

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operators, or control and instrumentation systems whose pressure rating is less than the test pressure.

END OF SECTION

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# SECTION 400775 VALVE AND PIPING IDENTIFICATION

## PART 1 - GENERAL

### 1.01 DESCRIPTION

This section includes materials and installation of labels for pipes and valves for miscellaneous services.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Painting and Coating: 099000.

B. General Piping Requirements: 400500.

C. Manual Process Valves: 400520.

D. Ductile Iron Pipe: 402040.

### 1.03 SUBMITTALS

A. Submit shop drawings in accordance with the General Conditions and Section 013300.

B. Submit manufacturer's catalog data and descriptive literature describing materials, colors, letter size, and size of labels.

## PART 2 - MATERIALS

### 2.01 LABELS FOR EXPOSED PIPING

A. Labels for piping shall bear the full piping system name as shown in the drawings. Provide separate flow directional arrows next to each label. Color, size, and labeling shall conform to ANSI A13.1 and Z535.1. Labels for piping inside buildings shall be vinyl cloth: W. H. Brady Co. B-500 vinyl cloth, Seton Name Plate Corporation Pipe Markers, or equal. Labels for piping located outdoors shall be weather- and UV-resistant acrylic plastic and shall be W. H. Brady Co. B-946, Seton Name Plate Corporation Pipe Markers, or equal.

B. Alternatively, provide preprinted, semirigid, snap-on, color-coded pipe markers. Color, size, and labeling shall conform to ANSI A13.1 and Z535.1. Label shall cover 360 degrees (minimum). Labels shall be fabricated of weather- and UV-resistant acrylic plastic. Labels shall be Seton Nameplate Corporation SetMark pipe marks or equal.

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## 2.02 LABELS FOR EXPOSED VALVES

Provide each valve of size 3 inches and larger with an identification tag. Tag shall be 2-inch-square or circular aluminum or 1/16-inch-thick fiberglass: W. H. Brady B-60, Seton Name Plate Corp. Series SVT, or equal. Aluminum tags shall have black-filled letters. Tag shall show the valve tag number and/or name or designation as given in the drawings.

# PART 3 - EXECUTION

## 3.01 INSTALLING PIPE LABELS

A. Provide label and flow arrow at each connection to meter or other mechanical equipment, at wall boundaries, at tees and crosses, and at 5-foot centers on straight runs of piping.

B. On piping having external diameters less than 6 inches (including insulation, if any), provide full-band pipe markers, extending 360 degrees around pipe at each location.

C. On piping having external diameters of 6 inches and larger (including insulation, if any), provide either full-band or strip-type pipe markers but not narrower than three times letter height (and of required length), fastened by one of the following methods:

1. Laminated or bonded application of pipe marker to pipe or insulation.

2. Strapped-to-pipe or insulation application of semirigid type with Type 304 or 305 stainless steel bands.

## 3.02 INSTALLING VALVE AND EQUIPMENT LABELS

A. Attach labels to the valve or piece of equipment with Type 304 or 316 stainless steel chains or wires.

B. Attach valve labels to the valve handwheels. If the valve has no handwheel, attach the label to the valve by tying the tag wire or chain around the operating shaft or nut.

## 3.03 INSTALLING UNDERGROUND PLASTIC WARNING TAPE FOR PIPE

During backfilling of each exterior underground piping system, install continuous underground-type plastic line marker, located directly over buried line at 6 to 8 inches above the top of the pipe. Where multiple small lines are buried in common trench and do not exceed overall width of 16 inches, install single line marker.

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## 3.04 INSTALLING UNDERGROUND DETECTABLE METALLIC PIPE WARNING TAPE

Install tape 4 to 6 inches below finished ground surface, located directly over buried pipelines. Where multiple small pipelines are buried in a common trench and do not exceed an overall width of 16 inches, install a single marker tape.

END OF SECTION

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# SECTION 402040 DUCTILE-IRON PIPE

## PART 1 - GENERAL

### 1.01 DESCRIPTION

This section describes materials, testing, and installation of ductile-iron pipe and fittings.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Fusion Bonded Epoxy Lining and Coatings: 099760

B. Cold-Applied Wax Tape Coating: 099772

C. Polyethylene Sheet Encasement (AWWA C105): 099754

D. General Piping Requirements: 400500.

E. Pressure Testing of Piping: 400515.

F. Manual and Process Valves: 40520.

### 1.03 SUBMITTALS

A. Submit shop drawings in accordance with the General Conditions and Section 013300.

B. Provide an affidavit of compliance with standards referenced in this specification, e.g., AWWA C151. Submit copy of report of pressure tests for qualifying the designs of all sizes and types of AWWA C153 fittings that are being used in the project. The pressure test shall demonstrate that the minimum safety factor described in AWWA C153, Section 5.5 is met.

C. Provide the following information:

1. Wall thickness.

2. Show deflections at push-on and mechanical joints.

3. Submit joint and fitting details and manufacturer’s data sheets.

D. Submit calculations and test data proving that the proposed restrained joint arrangement can transmit the required forces with a minimum safety factor of 1.5.

E. Submit certificate that cement for mortar lining complies with ASTM C150, designating type.

F. Submit test report on physical properties of rubber compound used in the gaskets.

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G. Submit drawing or manufacturer's data sheet showing flange facing, including design of facing serrations.

H. Submit weld procedure specification, procedure qualification record, and welder's qualifications prior to any welding to ductile-iron pipe.

## PART 2 - MATERIALS

### 2.01 PIPE

Pipe shall be cast ductile (nodular) iron, conforming to AWWA C151.

### 2.02 PIPE MARKING

Plainly mark each length of straight pipe and each fitting at the bell end to identify the design pressure class, the ductile-iron wall thickness, and the date of manufacture. Mark the spigot end of restrained joint pipe to show clearly the required depth of insertion into the bell.

### 2.03 PIPE WALL THICKNESS

A. Minimum wall thicknesses for pipe shall be as shown in the following table:

| **Pipe and Fitting Sizes (inches)** | **Wall Thickness*** |
|---|---|
| 12 and smaller | Special Class 53 |
| *Special Class and Pressure Class per AWWA C151. | |

B. Minimum wall thickness for pipe having threaded or mechanical joints or cast flange ends shall be Class 350, unless otherwise shown in the drawings.

C. Minimum wall thickness for pipe having threaded flanges shall be Special Class 53 or Pressure Class 350.

D. Minimum pipe wall thickness required for corporation stops and tapped outlets shall be in accordance with Table A.1 of AWWA C151 for three full threads for design pressures up to 250 psi and four full threads for design pressures over 250 to 350 psi.

### 2.04 FITTINGS

A. Fittings 48 inches and smaller shall conform to AWWA C110 with a minimum pressure rating of 250 psi. Material shall be ductile iron. Flanges shall be flat faced.

B. Grooved-end fittings shall conform to AWWA C110 with grooved ends conforming to AWWA C606, radius cut rigid joints. Fitting material shall conform to ASTM A48, Class 30; ASTM A126, Class B; or ASTM A536, Grade 65-42-10. Wall thickness of

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ductile-iron (ASTM A536) fittings shall conform to AWWA C110 or C153; wall thickness of cast-iron fittings shall conform to AWWA C110. Fittings and couplings shall be furnished by the same manufacturer.

C. Material for fittings with welded-on bosses shall have a Charpy notch impact value of minimum 10 ft-lbs under the conditions defined in AWWA C151. Test completed welds by the liquid penetrant method per ASTM E165.

2.05 FLANGES

A. Flanges shall be solid back, Class 125 per AWWA C115. Flanges on pipe shall be either cast or threaded. Material shall be ductile iron.

B. Flanged pipe and fittings shall be shop fabricated, not field fabricated. Threaded flanges shall comply with AWWA C115. Flanges shall be individually fitted and machine tightened in the shop, then machined flat and perpendicular to the pipe barrel. Flanges shall be backfaced parallel to the face of flange. Prior to assembly of the flange onto the pipe, apply a thread compound to the threads to provide a leak-free connection. There shall be zero leakage through the threads at a hydrostatic test pressure of 250 psi without the use of the gasket.

2.06 PIPE LINING AND COATING

A. Line and coat pipe and fittings with Fusion Bonded Epoxy per Section 099761. In addition to epoxy coating and lining, tap wrap and bag underground DIP per Sections 099754 and 099772.

2.07 GASKETS FOR FLANGES

See Section 400500.

2.08 BOLTS AND NUTS FOR FLANGES

See Section 400500.

2.09 OUTLETS AND NOZZLES

A. Provide outlets 2 inches and smaller by tapping the pipe.

B. For outlets larger than 2 inches, use a tee with a flanged outlet.

2.10 JOINTS

A. Joints in aboveground or submerged piping or piping located in vaults and structures shall be grooved end or flanged.

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## 2.11 DUCTILE-IRON PIPE WELDMENTS

A. All welding to ductile-iron pipe, such as for bosses, joint restraint, and joint bond cables, shall be done at the place of manufacture of the pipe. Perform welding by skilled welders experienced in the method and materials to be used. Welders shall be qualified under the standard qualification procedures of the ASME Boiler and Pressure Vessel Code, Section IX, Welding Qualifications.

B. Welds shall be of uniform composition, neat, smooth, full strength, and ductile. Completely grind out porosity and cracks, trapped welding flux, and other defects in the welds in such a manner that will permit proper and complete repair by welding.

C. Completed welds shall be inspected at the place of manufacture by the liquid penetrant method. Conform to the requirements specified in ASTM E165, Method A, Type I or Type II. The materials used shall be water washable and nonflammable.

# PART 3 - EXECUTION

## 3.01 DELIVERY, UNLOADING, AND TEMPORARY STORAGE OF PIPE AT SITE

A. Use unloading and installation procedures that avoid cracking of the lining. If necessary, use plastic sheet bulkheads to close pipe ends and keep cement-mortar lining moist.

B. Deliver the pipe alongside the pipelaying access road over which the pipe trailer-tractors can travel under their own power. Place the pipe in the order in which it is to be installed and secure it from rolling.

C. Do not move pipe by inserting any devices or pieces of equipment into the pipe barrel. Field repair linings damaged by unloading or installation procedures.

## 3.02 SANITATION OF PIPE INTERIOR

A. During laying operations, do not place tools, clothing, or other materials in the pipe.

B. When pipelaying is not in progress, close the ends of the installed pipe by a child- and vermin-proof plug.

## 3.03 INSTALLING FLANGED PIPE AND FITTINGS

Install in accordance with Section 400500. Cut the bore of the gaskets such that the gaskets do not protrude into the pipe when the flange bolts are tightened.

## 3.04 INSTALLING GROOVED-END PIPE AND FITTINGS

See Section 400500.

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## 3.05 INSTALLING ABOVEGROUND OR EXPOSED PIPING

See Section 400500.

## 3.06 PAINTING AND COATING

A. Line and coat pipe per Section 099761. Paint exposed piping per Section 099000 similar color to to adjacent equipment. Engineer and Owner to approve final top coat color.

B. Line, coat, and paint exposed couplings the same as the pipe exterior coating. Engineer and Owner to approve final top coat color.

## 3.07 POLYETHYLENE ENCASEMENT OF BURIED PIPE AND FITTINGS

Wrap buried pipe, fittings, grooved-end couplings, and joints with polyethylene.

## 3.08 FIELD HYDROSTATIC TESTING

Test pressures are shown in Section 400515. Test in accordance with Section 400515.

END OF SECTION

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# SECTION 402076 STAINLESS STEEL PIPE

## PART 1 - GENERAL

### 1.01 DESCRIPTION

This section includes materials and installation of stainless steel pipe and fittings 4 inches in diameter and smaller conforming to ASTM A312 or A778 and having a maximum design pressure of 150 psi.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. General Piping Requirements: 400500.

B. Pressure Testing of Piping: 400515.

C. Manual Process Valves: 400520.

D. Valve and Piping Identification: 400775.

### 1.03 SUBMITTALS

Submit shop drawings in accordance with Section 013300.

## PART 2 - MATERIALS

### 2.01 PIPE

A. Pipe smaller than 3 inches shall conform to ASTM A312, Grade TP 316L.

B. Pipe sizes and wall thicknesses shall conform to ASME B36.19 as follows:

| Pipe Size | Wall Thickness |
|---|---|
| 1 inch and smaller | Schedule 80S |
| 1 1/4 inches through 3 inches | Schedule 80S |

### 2.02 FITTINGS

A. Fittings 3 inches and smaller shall be threaded, conforming to ASME B16.11, 3,000-pound CWP. Material for threaded fittings shall conform to ASTM A403, Class W 316 or ASTM A182, Grade F316.

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2.03 PICKLING, PASSIVATING, AND FINAL CLEANING

Pipe and fittings shall be final cleaned, pickled, and passivated per ASTM A380. Passivation shall be the removal of exogenous (not inherent in the base metal) iron or iron compounds from the surface of the stainless steel by means of a chemical dissolution, by a treatment with an acid solution that will completely remove the surface contamination but will not significantly affect the stainless steel itself. After final cleaning, wet surfaces with water and inspect for rust spots after 24 hours. Reclean if there is any evidence of rusting.

2.04 QUALITY CONTROL

Include the "Hydrostatic Test" and "Flattening Test" requirements described in ASTM A999. A nondestructive electric test per ASTM A999 may be substituted for the hydrostatic test.

2.05 UNIONS

Unions shall be 3,000-pound WOG forged stainless steel, with dimensions conforming to MSS SP-83. Ends shall be threaded per ASME B1.20.1. Material shall conform to ASTM A182, F316 for threaded end unions.

2.06 JOINTS

A. Joints for pipes 3 inches and smaller shall be threaded or flanged as shown in the plans, same material as specified for fittings, 3,000-pound WOG, conforming to ASME B16.11.

B. See Section 400500 for additional requirements.

2.07 OUTLETS AND NOZZLES

A. Outlets of size 3 inches and smaller in piping 4 inches and larger shall be of the Thredolet type, per MSS SP-97 and AWWA Manual M11 (1989 edition), Figure 13-23. Outlets shall be 3,000-pound WOG stainless steel per ASTM A182, Grade F316L or ASTM A403, Grade WP316L. Threads shall comply with ASME B1.20.1. Outlets shall be Bonney Forge Co. "Thredolet," Allied Piping Products Co. "Branchlet," or equal.

2.08 THREAD LUBRICANT

Use Teflon thread lubricating compound or Teflon tape.

2.09 FLANGES

A. Provide weld-neck flanges (conforming to ASME B16.5) for piping 3 inches and smaller to connect to flanged valves, fittings, or equipment as shown in plans. Provide weld-neck or Van Stone flanges (per ASTM F2015) for piping larger than 3 inches. Flanges

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shall be Class 150 per ASME B16.5. Flanges shall match the connecting flanges on the adjacent fitting, valve, or piece of equipment. Flanges shall be flat face.

B. Material for weld-neck flanges shall conform to ASTM A182, Grade F316L.

C. Material for Van Stone flanges shall be stainless steel, ASTM A351, Grade CF8M:

2.10 BOLTS AND NUTS FOR FLANGES

See Section 400500.

2.11 LUBRICANT FOR STAINLESS STEEL BOLTS AND NUTS

See Section 400500.

2.12 GASKETS FOR FLANGES

See Section 400500.

2.13 PROTECTIVE END CAPS

Provide protective end caps on each piece of pipe or fabricated section, completely sealing the piece from contamination during shipment and storage. Provide the same type of seals on each fitting, or ship and store fittings in sealed boxes or containers.

2.14 OXYGEN INDICATOR FOR WELDING OPERATIONS

Use an oxygen indicator to determine the oxygen level in the purged atmosphere (rest oxygen) in the welding area. The oxygen indicator shall be of the zirconium cell type having a range of 1- to 100-ppm oxygen. Products: Intercon Enterprises Pro-2 or equal.

PART 3 - EXECUTION

3.01 SHIPPING, STORAGE, AND HANDLING

A. Ship, store, and handle piping (including both pipe and fittings) per AWWA C220, Section 6.2 and AWWA C226, Section 6.3 and the following.

B. When loading piping for shipment to the project site, use spacers and other protective devices to separate pipes to prevent damaging the surfaces during transit and unloading. If wood spacers are used, remove wood splinters and particles from the pipe surfaces after separation. Use padded chains or ribbon binders to secure the loaded pipe and minimize damage.

C. Cover piping 100% with protective coverings or tarpaulins to prevent deposition of road salts, fuel residue, and other contaminants in transit.

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D. Provide stulls, braces, and supports during shipping and storage such that out-of-roundness or deflection does not exceed 0.5% of the pipe diameter.

E. Handle piping with care during unloading, installation, and erection operations to minimize damage. Do not place or store pipe on the ground or on top of other work unless ground or work is covered with a protective covering or tarpaulin. Place pipe above the ground upon platforms, skids, or other supports.

F. Store piping at the site on pallets to prevent direct contact with ground or floor. Cover pipe during storage with protective coverings or tarpaulins to prevent deposition of rainwater, salt air, dirt, dust, and other contaminants.

G. Do not allow piping to contact carbon steel surfaces during storage, handling, or installation and erection at the site.

3.02 FABRICATION, ASSEMBLY, AND ERECTION

A. See Section 402001. Use an inert or shielding gas welding method. Do not use oxygen fuel welding. Purge the interior of the pipe with inert gas prior to the root pass. The oxygen content in the purged atmosphere in the welded area shall not exceed 30 ppm during welding operations. Use an oxygen indicator to verify oxygen levels during welding. Provide written documentation of the welding procedure before and during the oxygen purging process, showing the oxygen levels attained during the purging and welding operations.

B. Welded butt joints (both longitudinal and circumferential) shall comply with AWWA C220 and AWWA C226, Section 4. Do not use backing rings. Provide full penetration and smooth internal diameters for the root bead of welds. Grind the inside weld of socket welds flush with the pipe internal diameter. Welds shall be of smooth finish. Use anti-spatter compounds specifically formulated or designed for use with stainless steel. Do not allow heat tint to form in the heat-affected zone or remove heat tint completely from the heat-affected zone of the finished weld. The maximum depth of grinding or abrasive blasting to remove defects shall not exceed 10% of the wall thickness. Do not perform abrasive blasting with steel shot, grit, or sand.

C. No iron or steel surfaces shall come into contact with the stainless steel. This includes placing on steel tables, racks, pipe supports, etc. Do not use carbon steel wire brushes or grinders.

D. Welding electrodes shall comply with AWS A5.4. Bare wire shall comply with AWS A5.9. Use electrodes as follows:

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| Pipe Material | Welding Electrode Material |
|---|---|
| Type 304 | E 308 |
| Type 304L | E 347 |
| Type 316 | E 316 |
| Type 316L | E 318 |

3.03 INSTALLING THREADED PIPING

Ream, clean, and remove burrs from threaded piping before making up joints. Apply thread lubricant to threaded ends before installing fittings, couplings, unions, or joints.

3.04 INSTALLING FLANGED PIPING

See Section 400500.

3.05 INSTALLATION OF STAINLESS STEEL BOLTS AND NUTS

See Section 400500.

3.06 INSTALLING UNIONS

Provide unions on exposed piping 3 inches and smaller as follows:

A. At every change in direction (horizontal and vertical).

B. 6 to 12 inches downstream of valves.

C. Where shown in the drawings.

3.07 INSTALLING ABOVEGROUND OR EXPOSED PIPING

See Section 400500.

3.08 INSTALLING BURIED PIPING

Install in accordance with Section 312300.

3.09 FIELD HYDROSTATIC TESTING

A. See Section 400515.

B. Do not allow test water to remain in the pipe for more than five days. Drain and dry the piping after completing the testing.

3.10 PAINTING AND COATING

A. Do not coat stainless steel Van Stone flanges.

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## 3.11 INSTALLING WRAPPED OR COATED PIPE

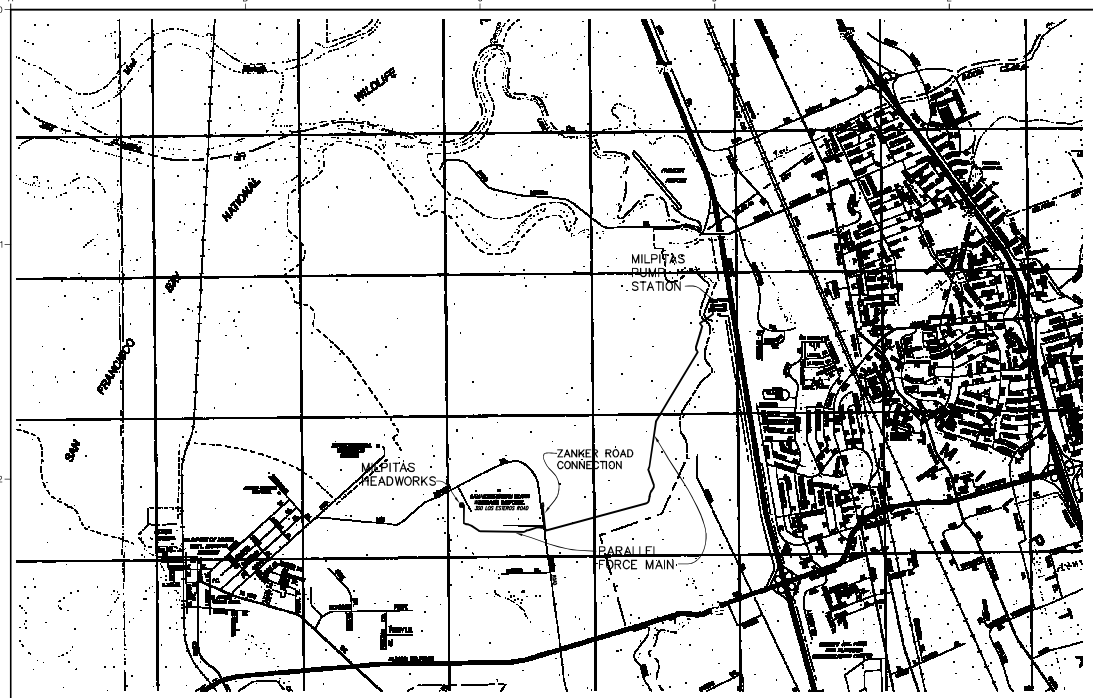
Install buried pipes having wrapped coatings by extending the wrapping to the first joint after entering a building, penetrating a slab, or 6 inches above finished grade. Wrap joints spirally with a minimum overlap of 50% of the tape width.

END OF SECTION

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# ATTACHMENT A
# RECORD DRAWINGS

Docusign Envelope ID: F6BBB77D-FEA5-402B-AB23-3ABFEC031649




PROJECT LOCATION MAP

# RECORD DRAWINGS

## CITY OF MILPITAS

## PROJECT NO. 6078

## PLANS

FOR THE CONSTRUCTION OF

# PARALLEL FORCE MAIN PROJECT

KENNEDY/JENKS CONSULTANTS
PALO ALTO, CALIFORNIA

2000

DATUM

VERTICAL-- 1982 CITY OF MILPITAS BENCHMARK

## INDEX TO PLANS

SHEET NUMBER AND TITLE


1 – PROJECT LOCATION MAP – AND – INDEX TO PLANS
2 – SHEET LAYOUT
3 – ABBREVIATIONS, SURVEY LEGEND – AND GENERAL NOTES
4 – BEGINNING TO STATION 8+50
5 – STATION 8+50 TO STATION 19+50
6 – STATION 19+50 TO STATION 30+50
7 – STATION 30+50 TO STATION 41+50
8 – STATION 41+50 TO STATION 52+50
9 – STATION 52+50 TO STATION 63+50
10 – STATION 63+50 TO STATION 74+50
11 – STATION 74+50 TO STATION 85+50
12 – STATION 85+50 TO STATION 96+50
13 – STATION 96+50 TO STATION 107+50
14 – STATION 107+50 TO STATION 118+50
15 – STATION 118+50 TO STATION 126+88.93
16 – COYOTE CREEK – MICROTUNNELING ALTERNATIVE
17 – STATION 132+42.09 TO END
18 – ZANKER ROAD STATION 0+50 TO END
19 – ZANKER ROAD CONNECTION
20 – HEADWORKS BORING AND – INLET STRUCTURE MODIFICATION DETAILS
21 – ZANKER ROAD BORING
22 – CROSS SECTIONS
23 – DETAIL SHEET 1
24 – DETAIL SHEET 2
25 – DETAIL SHEET 3
26 – DETAIL SHEET 4
27 – CATHODIC PROTECTION SYSTEM – DETAIL SHEET 1
28 – CATHODIC PROTECTION SYSTEM – DETAIL SHEET 2
29 – ELECTRICAL – LEGEND, PLANS AND DETAILS
30 – ELECTRICAL – LAYOUTS AND SINGLE LINE DIAGRAMS
31 – ZANKER ROAD – – TRAFFIC CONTROL PLAN
32 – EXISTING 36" FORCE MAIN – MAIN PUMP STATION TO HEADWORKS (2-343)


**Record Drawing**

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| REVISIONS | | | |
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| MARK | DATE | BY | DESCRIPTION |
| 1 | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PROJECT LOCATION MAP
AND
INDEX TO PLANS
**RECORD DRAWINGS**

Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

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SHEET 1 OF 32

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NOTES:

1. FOR ADDITIONAL INFORMATION REGARDING THE EXISTING PUMP STATION SEE THE PLANS AND SPECIFICATIONS FOR THE FOLLOWING PROJECTS:

   PROJECT 6043 — SEWER PUMP STATION EXPANSION, 1987
   PROJECT 6071 — MAIN PUMP STATION IMPROVEMENTS 1996

2. ALL PROPERTIES WEST OF COYOTE CREEK, NORTH OF FORCE MAIN, ARE OWNED BY THE CITY OF SAN JOSE. SEE SANTA CLARA COUNTY TAX ASSESSOR'S BOOK 15, PAGE 31 AND BOOK 22, PAGE 30.

3. FOR PROPERTY BOUNDARIES ON THE EAST SIDE OF COYOTE CREEK SEE BOOK 22, PAGE 30.

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| 2 | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
PLAN AND PROFILE SHEET LAYOUT
PROPERTY OWNERSHIP MAP

**RECORD DRAWINGS**

Kennedy/Jenks Consultants
Palo Alto, California
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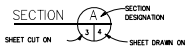
## ABBREVIATIONS

| | |
|---|---|
| ABD. | ABANDON (ED) |
| ABAN. | ABANDON (-ED) |
| ADD. | ADDITIONAL |
| ADJ. | ADJUST (-ED,-MENT) |
| AGG. | AGGREGATE |
| A.R.V. | AIR RELIEF VALVE |
| AL.,ALUM. | ALUMINUM |
| A.B. | ANCHOR BOLT (-S) |
| & | AND |
| ∠ | ANGLE |
| ANC. | ANCHOR |
| APPR. | APPROVED |
| APPROX. | APPROXIMATE (-LY) |
| ASPH. | ASPHALT |
| A.C. | ASBESTOS CEMENT, ASPHALT CONCRETE |
| A/C | ASPHALT CONCRETE |
| @ | AT |
| B.M. | BENCH MARK |
| B.C. | BEGINNING OF CURVE |
| B.F. | BLIND FLANGE |
| BOR. | BORING |
| BOT. | BOTTOM |
| BLDG. | BUILDING |
| C.I. | CAST IRON |
| CTR. | CENTER |
| ℄ | CENTERLINE |
| CC | CENTER TO CENTER |
| CLR. | CLEAR (-ANCE) |
| COMP. | COMPRESSOR, COMPACTED |
| CONC. | CONCRETE |
| C.P.T. | CONE PENETRATION TEST |
| CPTS | CATHODIC PROTECTION TEST STATION |
| CONST. | CONSTRUCT (-ION) |
| COUP. | COUPLING |
| C.Y. | CUBIC YARD |
| △ | DEFLECTION |
| ∠ | DEFLECTION ANGLE |
| DEG.,° | DEGREE (-S) |
| DET. | DETAIL (-S) |
| DIA.,ø | DIAMETER |
| D.I. | DUCTILE IRON |
| EA. | EACH |
| E.F. | EACH FACE |
| E.W. | EACH WAY |
| E.P.,EP | EDGE OF PAVEMENT |
| ELB. | ELBOW |
| ELEC. | ELECTRIC (-AL) |
| EL.,ELEV. | ELEVATION |
| EST. | ESTIMATE (D) |
| ETC. | ET CETERA |
| EXC. | EXCAVAT (-E,-ION) |
| EX.,EXIST | EXISTING |
| FIG. | FIGURE |
| FIN. | FINISH (-ED) |
| FIN.GR. | FINISH GRADE |
| F.H. | FIRE HYDRANT |
| FLG. | FLANGE |
| FLEX. | FLEXIBLE |
| F.L. | FLOW LINE |
| FT.,' | FOOT, FEET |
| FTG. | FOOTING |
| F.M. | FORCE MAIN |
| GALV. | GALVANIZE (-D) |
| G.S. | GALVANIZED STEEL |
| GA. | GAUGE |
| GND. | GROUND |
| H.D.P.E. | HIGH DENSITY POLYETHYLENE |
| IN.," | INCH (-ES) |
| I.D. | INSIDE DIAMETER |
| INT. | INTERIOR |
| INV. | INVERT |
| LT. | LEFT |
| L.F. | LINEAR FEET |
| M.H. | MANHOLE |
| MAX. | MAXIMUM |
| MIN. | MINIMUM |
| MISC. | MISCELLANEOUS |
| MON. | MONUMENT |
| M.C.C. | MOTOR CONTROL CENTER |
| NAT.G. | NATURAL GAS |
| N.T.S. | NOT TO SCALE |
| N/A | NOT APPLICABLE |
| NO.,# | NUMBER |
| OPNG. | OPENING (-S) |
| ORIG. | ORIGINAL |
| O.D. | OUTSIDE DIAMETER |
| PVMT. | PAV (-EMENT,-ING) |
| ℗ | PHASE |
| P.E. | PLAIN END |
| P.C. | POINT OF CURVE |
| P.O.C. | POINT ON CURVE |
| P.R.C. | POINT OF REVERSE CURVE |
| P.T. | POINT OF TANGENCY |
| P.V.C. | POLYVINYL CHLORIDE |
| P.P. | POWER POLE |
| PROJ. | PROJECT (-ION) |
| R.,RAD. | RADIUS |
| R.C.P. | REINFORCED CONCRETE PIPE |
| REQD. | REQUIRED |
| RT. | RIGHT |
| R/W | RIGHT-OF-WAY |
| S.S. | SANITARY SEWER |
| SJ/SC WPCP | SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT |
| SCVWD | SANTA CLARA VALLEY WATER DISTRICT |
| SHT. | SHEET |
| SEC. | SPECIFICATIONS SECTION |
| S | SOUTH |
| SPEC. | SPECIFICATION (-S) |
| S.S. | STAINLESS STEEL |
| STD. | STANDARD |
| STA. | STATION |
| STL. | STEEL |
| S.D. | STORM DRAIN |
| TEL. | TELEPHONE |
| T.P. | TELEPHONE POLE |
| TEMP. | TEMPORARY |
| T.C.,T.O.C. | TOP OF CONCRETE |
| T.C. | TOP OF CURB |
| T.P. | TOP OF PAVEMENT |
| TOPO. | TOPOGRAPHY |
| TYP. | TYPICAL |
| U.G. | UNDERGROUND |
| UE, U.G.E. | UNDERGROUND ELECTRIC |
| VERT. | VERTICAL |
| W.S. | WELDED STEEL |
| W.W.F. | WELDED WIRE FABRIC |
| W.W.M. | WELDED WIRE MESH |
| W/O | WITHOUT |

## NOTE

THIS IS A GENERALIZED ABBREVIATIONS, LEGEND, AND DETAILS SHEET. THIS CONTRACT MAY NOT USE ALL INFORMATION SHOWN.

## SECTION




## SURVEY LEGEND

- SCVWD EASEMENT
- PROPERTY LINE // RIGHT-OF-WAY
- TELEPHONE LINE (UNDERGROUND)
- SD STORM DRAIN LINE
- G GAS LINE
- ST STREET LIGHTING
- CTV CABLE TV LINE
- SS SANITARY SEWER LINE
- UE UNDERGROUND ELECTRIC
- W WATER LINE
- OVERHEAD POWER
- EDGE OF PAVEMENT
- WALL LINE
- STORM MH
- SANITARY MH
- CATCH BASIN
- VALVE
- POWER POLE
- WATER VALVE
- WATER METER
- GAS VALVE
- GAS METER
- FIRE HYDRANT
- GUY WIRE
- BACKFLOW PREVENTOR
- LITE
- ELECTROLIER
- CPT-# CORE PENETRATION TEST LOCATION
- B-# SOIL BORING TEST LOCATION
- AC ASHPHALTIC CONCRETE
- AD AREA DRAIN
- BLDG BUILDING LINE
- BW BACK OF WALK
- BTC BACK OF ROLLED CURB
- CB CATCH BASIN
- CL CENTER LINE
- CO CLEAN OUT
- CON CONDUIT
- CONC CONCRETE
- DW DRIVE WAY
- EP EDGE OF PAVEMENT
- EV ELECTRIC VAULT
- G GROUND
- HCR HANDICAP RAMP
- LIP LIP OF GUTTER
- P PAVEMENT
- PIV POST INDICATOR VALVE
- TC TOP OF CURB
- TOE TOE OF SLOPE
- TOP TOP OF SLOPE
- TOW TOP OF WALL
- CATV CABLE TV UTILITYBOX OR RISER
- TREE W/DRIPLINE

## NEW CONSTRUCTION LEGEND

- NEW FORCE MAIN
- PINCH VALVE WITH VAULT
- ABOVEGROUND AIR RELEASE VALVE
- BELOWGROUND AIR RELEASE VALVE
- PIG LAUNCHER
- FIRE HYDRANT
- CPTS
- PERMANENT EASEMENT
- CONSTRUCTION EASEMENT

## GENERAL NOTES

1. JACKING AND RECEIVING PITS:
   JACKING PITS AND RECEIVING PITS ARE DELINEATED ON THE DRAWINGS, CONTRACTOR MAY INCREASE OR DECREASE SIZE OF JACKING PITS AT NO ADDITIONAL COST TO THE CITY, AND SUBJECT TO FAVORABLE REVIEW BY THE ENGINEER.
2. CONTACT UNDERGROUND SERVICE ALERT (U.S.A.) 1-800-277-2600 AT LEAST ONE WEEK IN ADVANCE OF STARTING EXCAVATION FOR MARKING OF UTILITIES.
3. EXERCISE EXTREME CAUTION WHEN TRENCHING ACROSS GAS MAINS AND SERVICE LATERALS. HAND EXCAVATE TO EXPOSE THEM.
4. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES AS SHOWN ON THE DRAWINGS ARE APPROXIMATE AND WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES AND STRUCTURES OR FOR THOSE THAT MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THIS SURVEY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE POSITION OF AND PROVIDE PROTECTION FOR SUCH UTILITIES AND STRUCTURES.
5. PRIOR TO POTHOLING, CONTRACTOR SHALL OBTAIN AUTHORIZATION FROM PUBLIC OR PRIVATE LANDOWNERS AND FROM OWNERS OF AFFECTED UTILITIES.
6. SEWER, WATER AND OTHER UTILITY SERVICES SHALL NOT BE INTERRUPTED BY CONTRACTOR'S OPERATIONS.

   A. EXISTING UTILITY LINES/PIPELINES SHALL BE SUPPORTED AND PROTECTED DURING CONSTRUCTION.

   B. CONTRACTOR IS CAUTIONED ABOUT WORKING AROUND EXISTING PIPELINES AND CONDUITS. SOME OF THE TRENCHES FOR THESE FACILITIES WERE BACKFILLED WITH SAND WHICH MAY COLLAPSE IF NOT PROTECTED.

   C. EXISTING UTILITY LINES/PIPELINES WHICH ARE SHOWN ON THE DRAWINGS OR FIELD LOCATED AND WHICH ARE DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE. DAMAGE TO TELEPHONE AND PG&E FACILITIES WHICH ARE NOT SHOWN ON DRAWINGS OR NOT FIELD LOCATED SHALL BE CORRECTED BY THE RESPECTIVE UTILITY AT OWNER'S EXPENSE.
7. VERIFY POSITION AND DIMENSIONS OF ALL UTILITIES AND STRUCTURES THAT MAY BE AFFECTED BY THE WORK PRIOR TO SUBMITTING SHOP DRAWINGS AND COMMENCING CONSTRUCTION.

⚠

⚠ THE CONTRACTOR MAY MAKE MINOR DEVIATIONS FROM CENTER LINE (5-FEET MAXIMUM) IN ORDER TO BEST CLEAR OBSTRUCTIONS AND TREES.

**Record Drawing**

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| ⚠ | 4-20-00 | TEY | CHANGE NOTE |
| ⚠ | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
ABBREVIATIONS, SURVEY LEGEND AND GENERAL NOTES

**RECORD DRAWINGS**

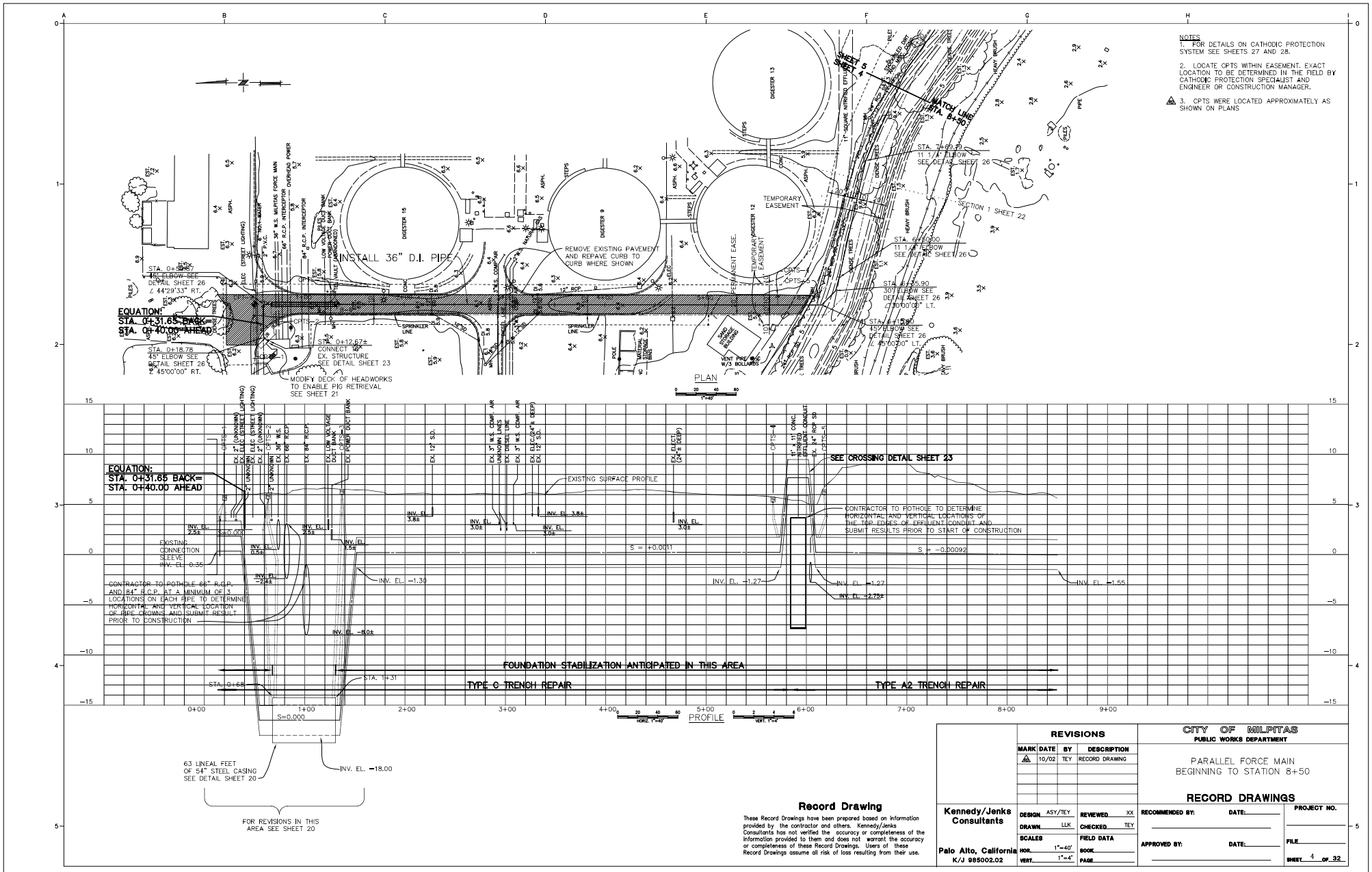
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

DESIGN ASY/TEY — REVIEWED XX
DRAWN ARO — CHECKED TEY
SCALES — FIELD DATA
HOR. N/A. — BOOK
VERT. N/A. — PAGE

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FILE
SHEET 3 OF 32

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CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
BEGINNING TO STATION 8+50

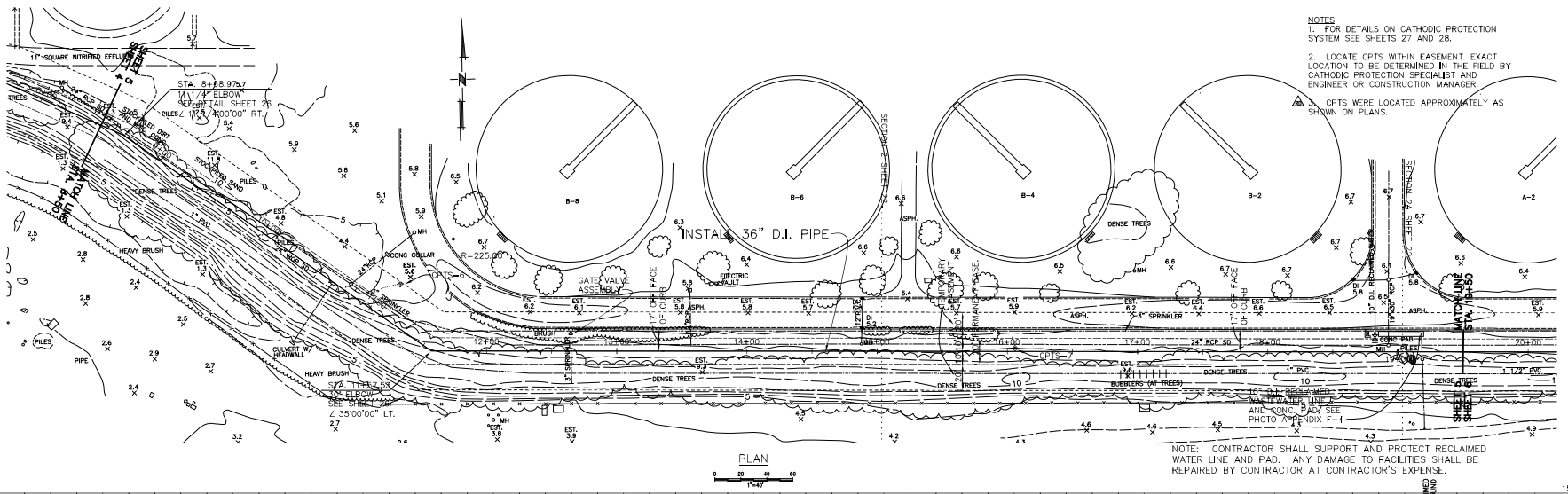
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Palo Alto, California
K/J 985002.02

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FILE
SHEET 4 OF 32

Docusign Envelope ID: F88B877D-FEA5-402B-AB23-3ABFEC031649




**Record Drawing**

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 1 | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
STATION 8+50 TO STATION 19+50

**RECORD DRAWINGS**

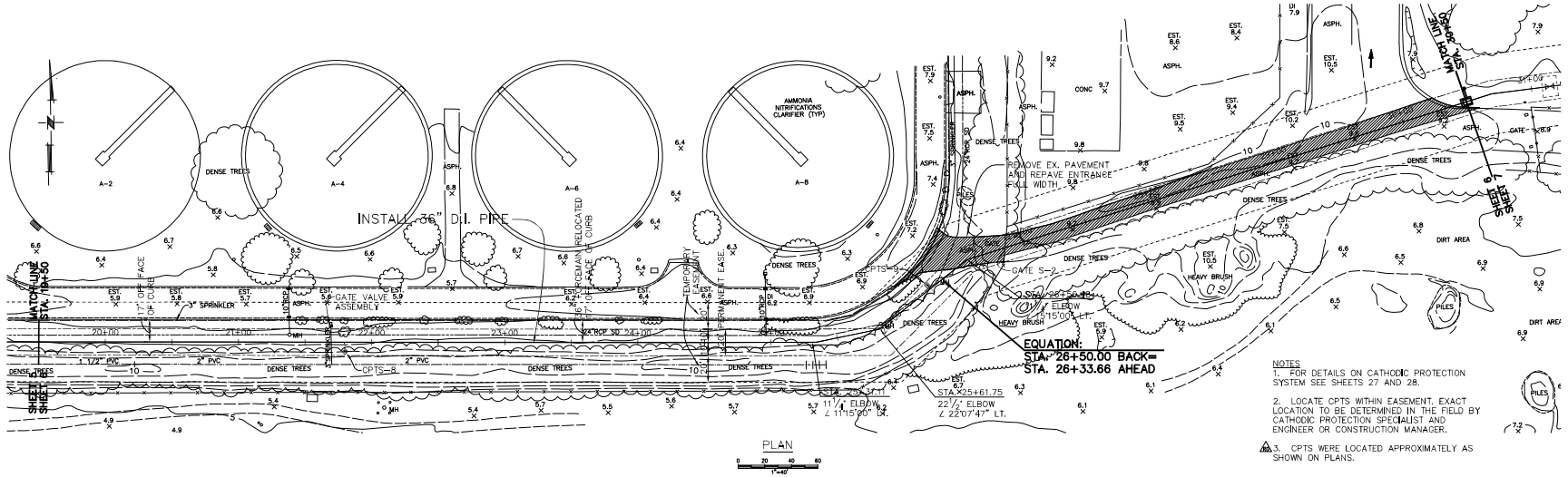
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

DESIGN ASY/TEY | REVIEWED XX
DRAWN LLK | CHECKED TEY
SCALES: HOR. 1"=40' VERT. 1"=4'
FIELD DATA: BOOK ____ PAGE ____

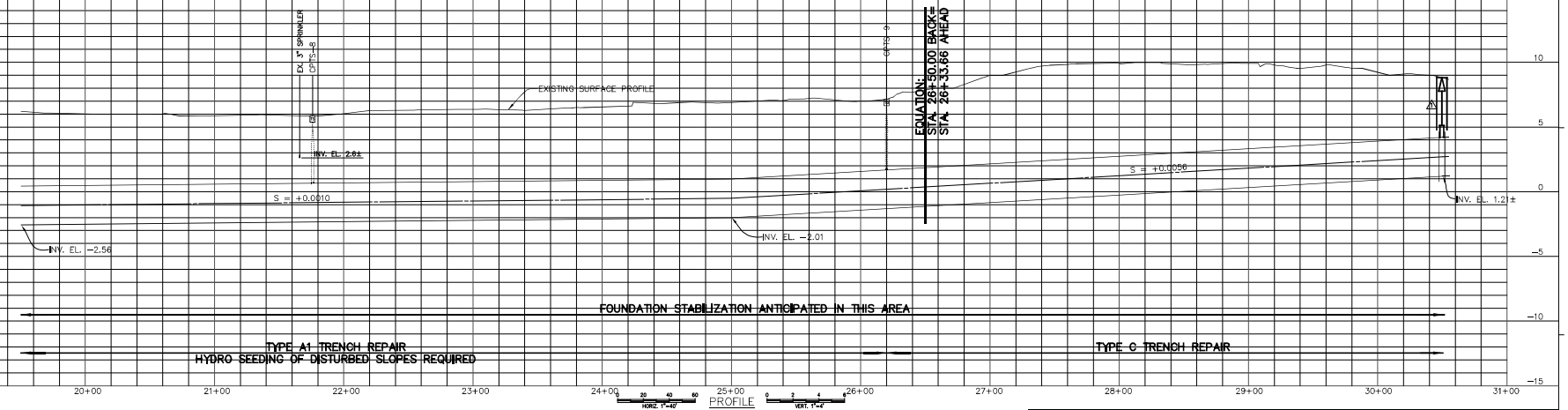
RECOMMENDED BY: ____ DATE: ____
APPROVED BY: ____ DATE: ____

PROJECT NO. ____
FILE ____
SHEET 5 OF 32

Docusign Envelope ID: F88B877D-FEA5-402B-AB23-3ABFEC031649




PLAN




PROFILE

**Record Drawing**

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 1 | 8-9-00 | TEY | RELOCATE ARV |
| 2 | 10/02 | TEY | RECORD DRAWING |

**Kennedy/Jenks Consultants**
Palo Alto, California
K/J 985002.02

DESIGN ASY/TEY REVIEWED XX
DRAWN LLK CHECKED TEY
SCALES HOR. 1"=40' VERT. 1"=4'
FIELD DATA BOOK PAGE

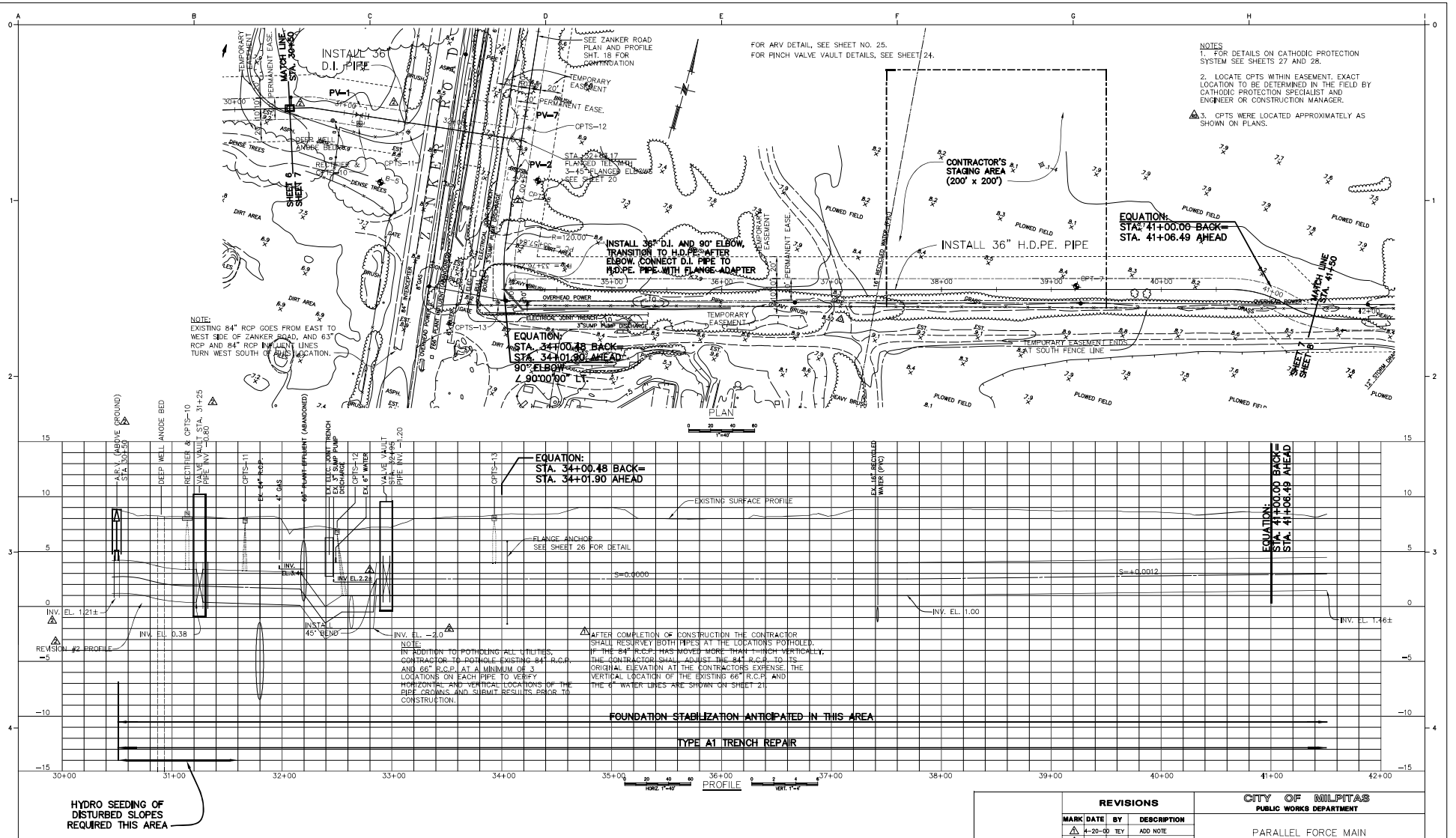
CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
STATION 19+50 TO STATION 30+50

**RECORD DRAWINGS**

RECOMMENDED BY: DATE:
APPROVED BY: DATE:
PROJECT NO.
FILE
SHEET 6 OF 32

Docusign Envelope ID: F8BB877D-FEA5-402B-AB23-3ABFEC031649




FOR DETAILS ON THE DEEP WELL BED ANODE, RECTIFIER, AND CPTS, SEE SHEET 27 AND 28.

**Record Drawing**

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 1 | 4-20-00 | TEY | ADD NOTE |
| 2 | 8/00 | TEY | REVISE PROFILE |
| 3 | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
STATION 30+50 TO STATION 41+50

**RECORD DRAWINGS**

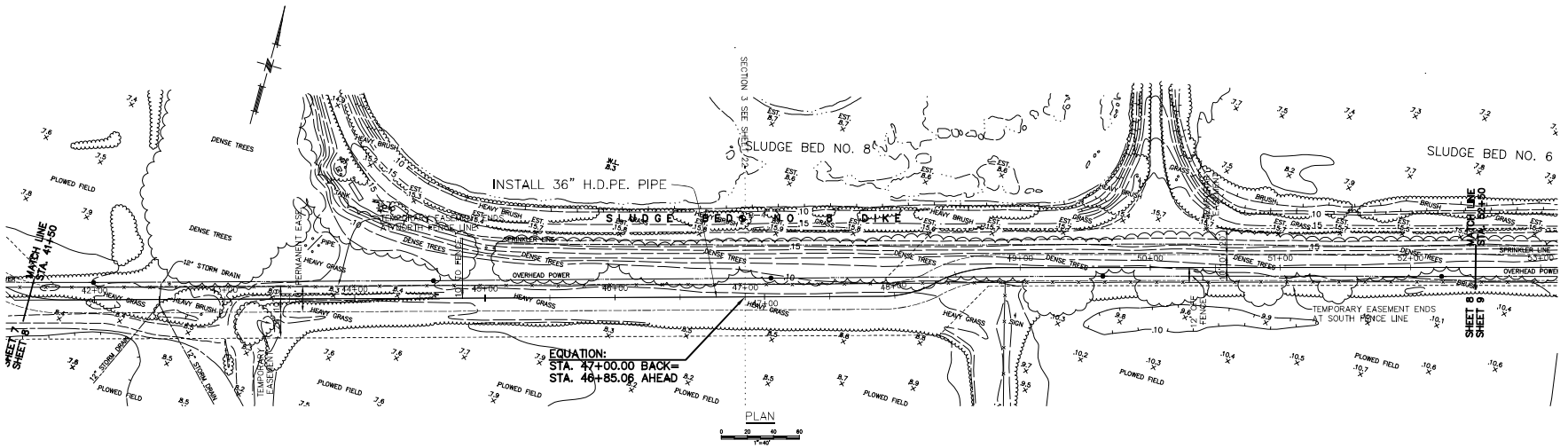
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

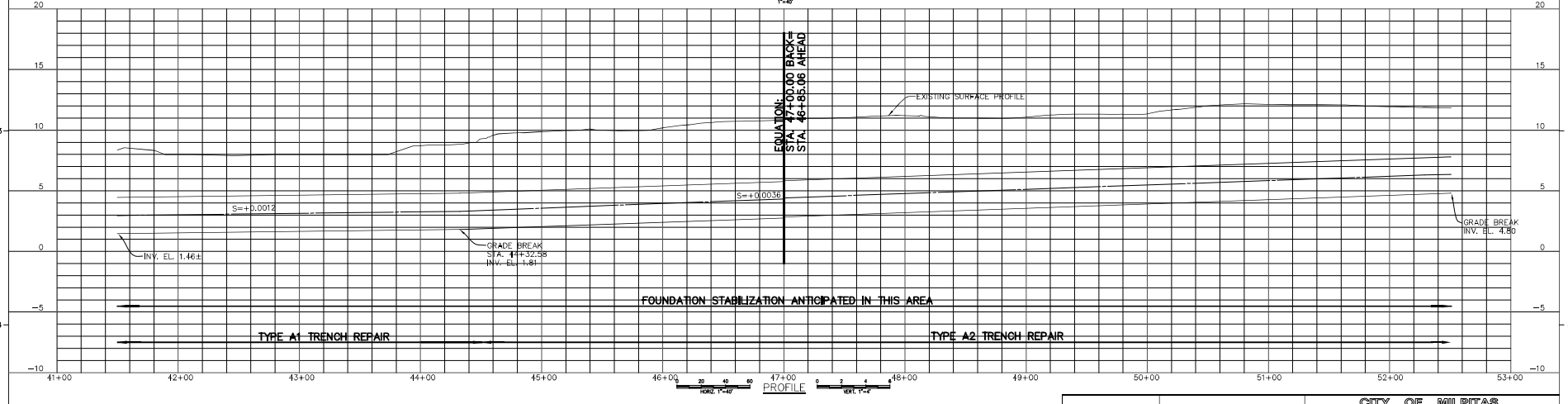
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DRAWN LLK | CHECKED TEY
SCALES: HOR. 1"=40' VERT. 1"=4'
FIELD DATA: BOOK PAGE

RECOMMENDED BY: DATE:
APPROVED BY: DATE:

PROJECT NO.
FILE
SHEET 7 OF 32

Docusign Envelope ID: F88B877D-FEA5-402B-AB23-3ABFEC031649




**Record Drawing**

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 1 | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
STATION 41+50 TO STATION 52+50

**RECORD DRAWINGS**

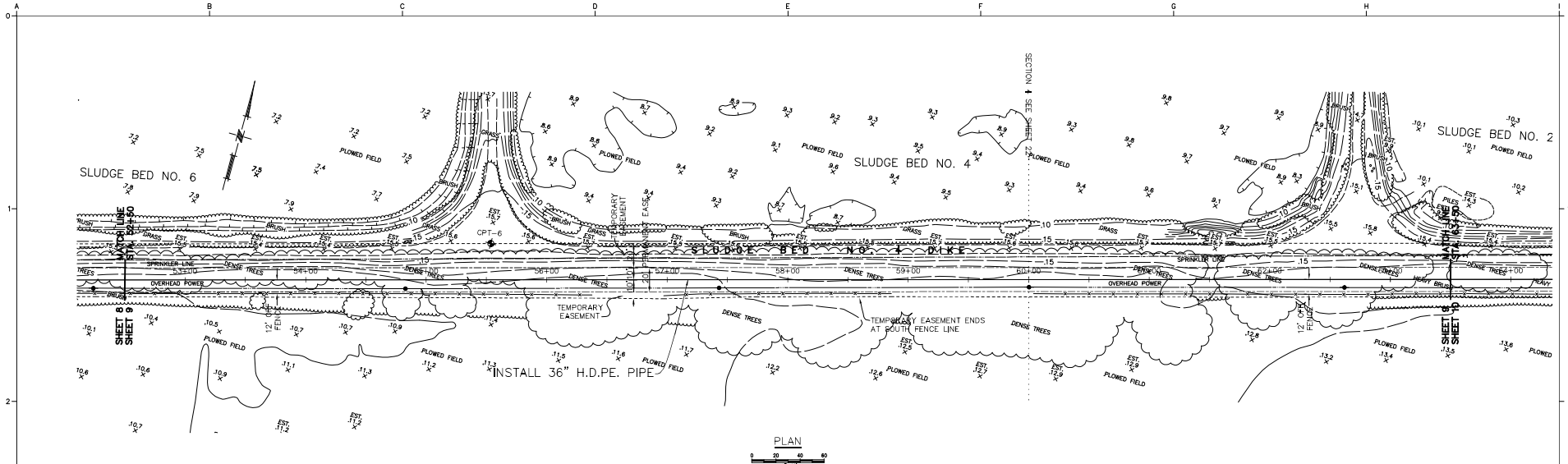
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

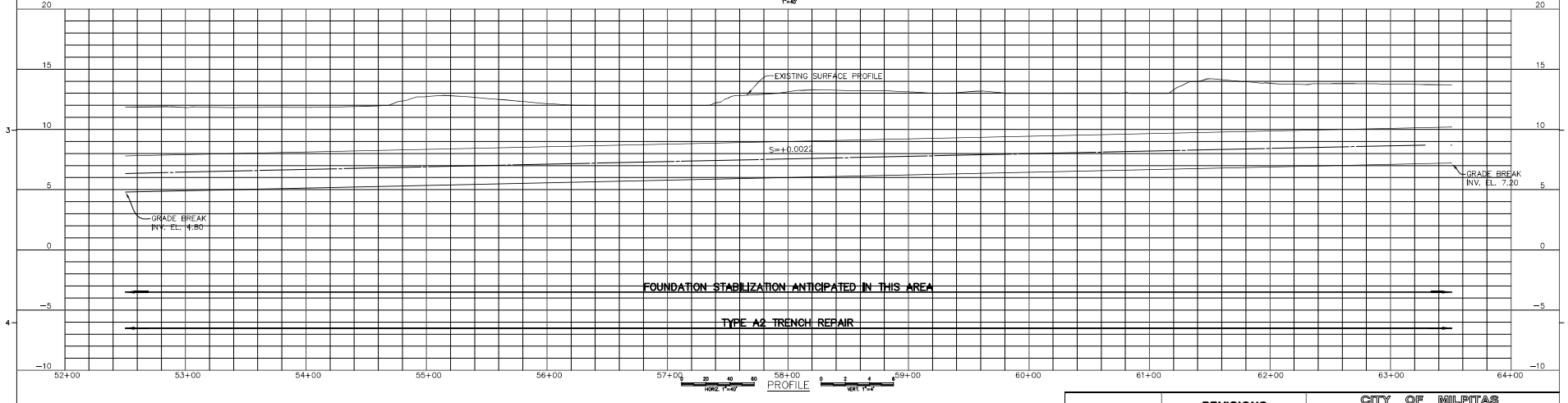
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DRAWN LLK | CHECKED TEY
SCALES: HOR. 1"=40' VERT. 1"=4'
FIELD DATA: BOOK PAGE

RECOMMENDED BY: DATE:
APPROVED BY: DATE:

PROJECT NO.
FILE
SHEET 8 OF 32

Docusign Envelope ID: F88BB77D-FEA5-402B-AB23-3ABFEC031649




**Record Drawing**

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 1 | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
STATION 52+50 TO STATION 63+50

**RECORD DRAWINGS**

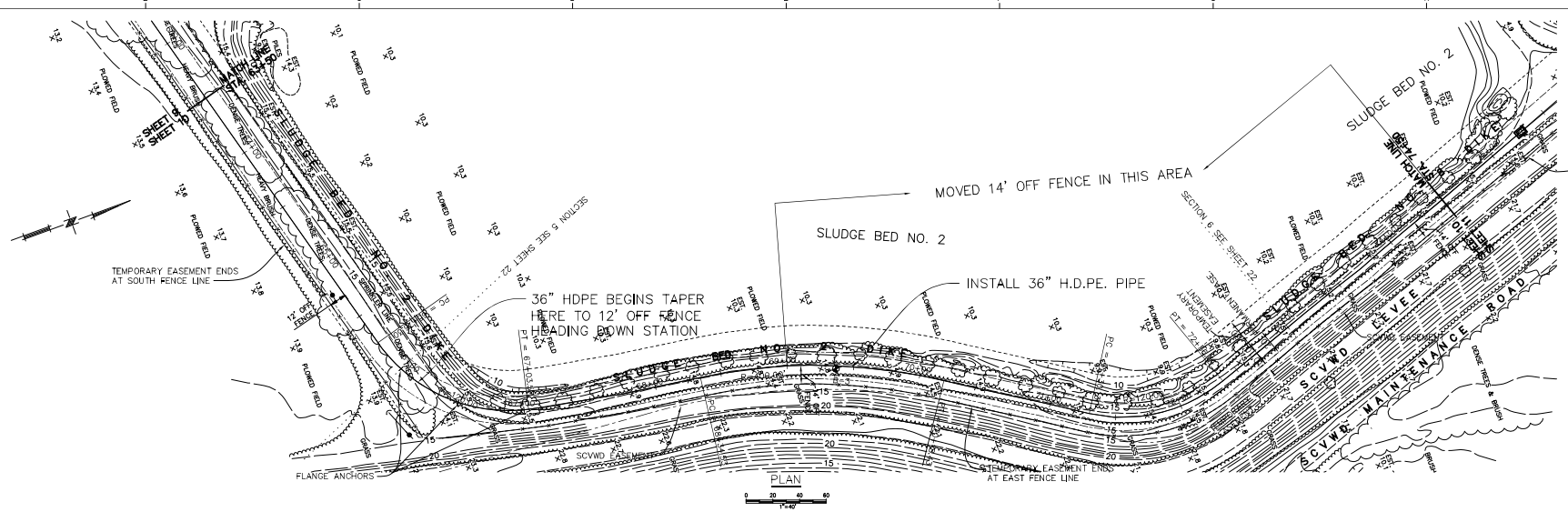
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

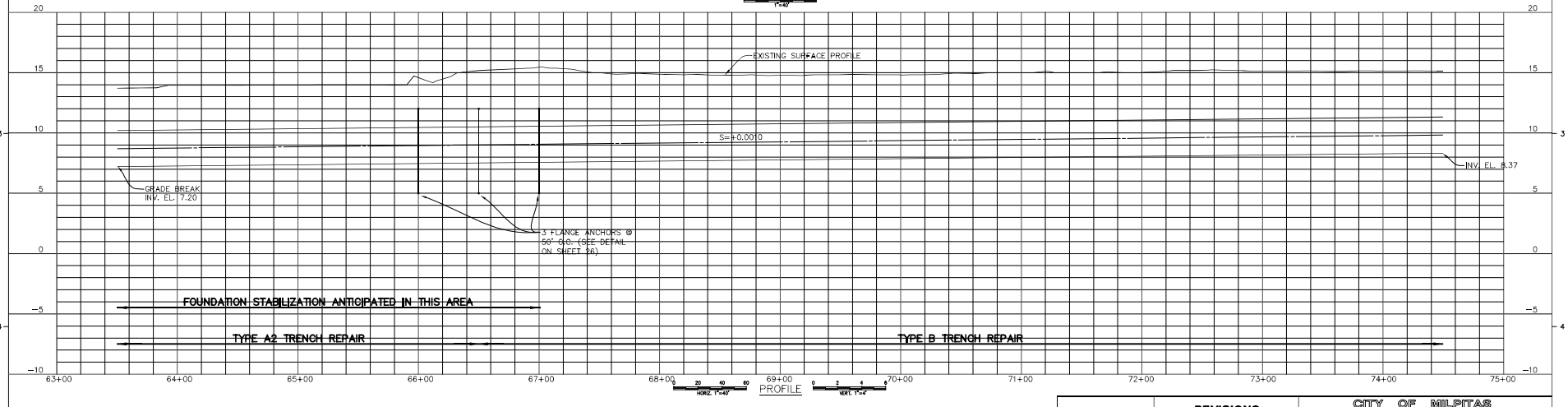
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DRAWN LLK | CHECKED TEY
SCALES: HOR. 1"=40' VERT. 1"=4'
FIELD DATA: BOOK, PAGE

RECOMMENDED BY: DATE:
APPROVED BY: DATE:

PROJECT NO.
FILE
SHEET 9 OF 32

Docusign Envelope ID: F88B877D-FEA5-402B-AB23-3ABFEC031649




**Record Drawing**

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 1 | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
STATION 63+50 TO STATION 74+50

**RECORD DRAWINGS**

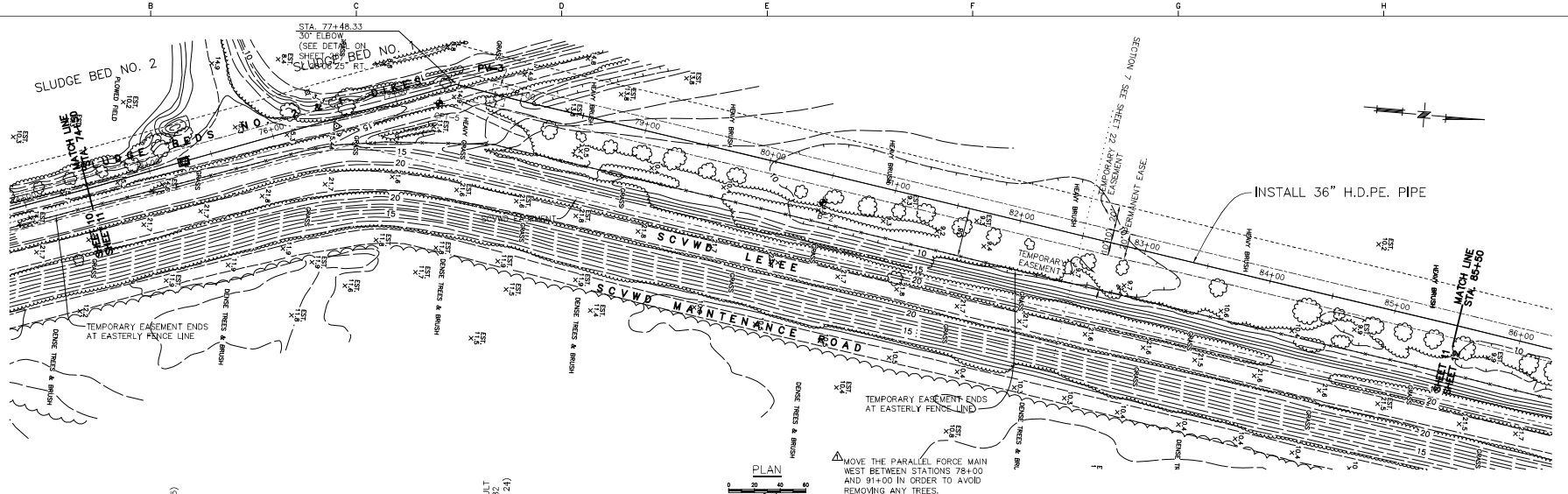
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

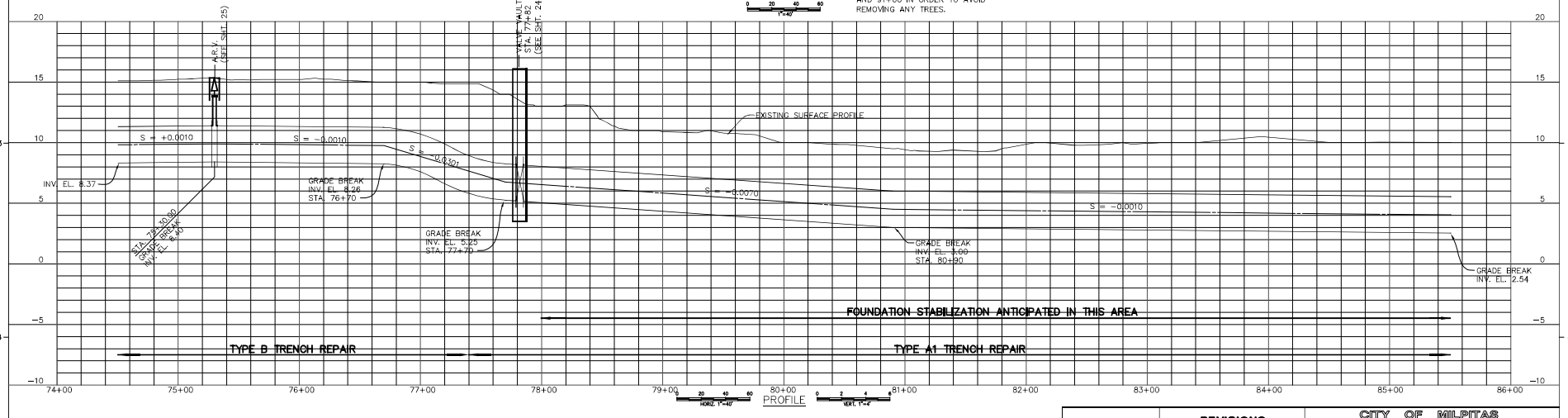
DESIGN ASY/TEY | REVIEWED XX
DRAWN LLK | CHECKED TEY
SCALES: HOR. 1"=40' VERT. 1"=4'
FIELD DATA: BOOK PAGE

RECOMMENDED BY: DATE:
APPROVED BY: DATE:

PROJECT NO.
FILE
SHEET 10 OF 32

Docusign Envelope ID: F88BB77D-FEA5-402B-AB23-3ABFEC031649




## Record Drawing

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 1 | 4-20-00 | TEY | ADD NOTE |
| AR | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
STATION 74+50 TO STATION 85+50

**RECORD DRAWINGS**

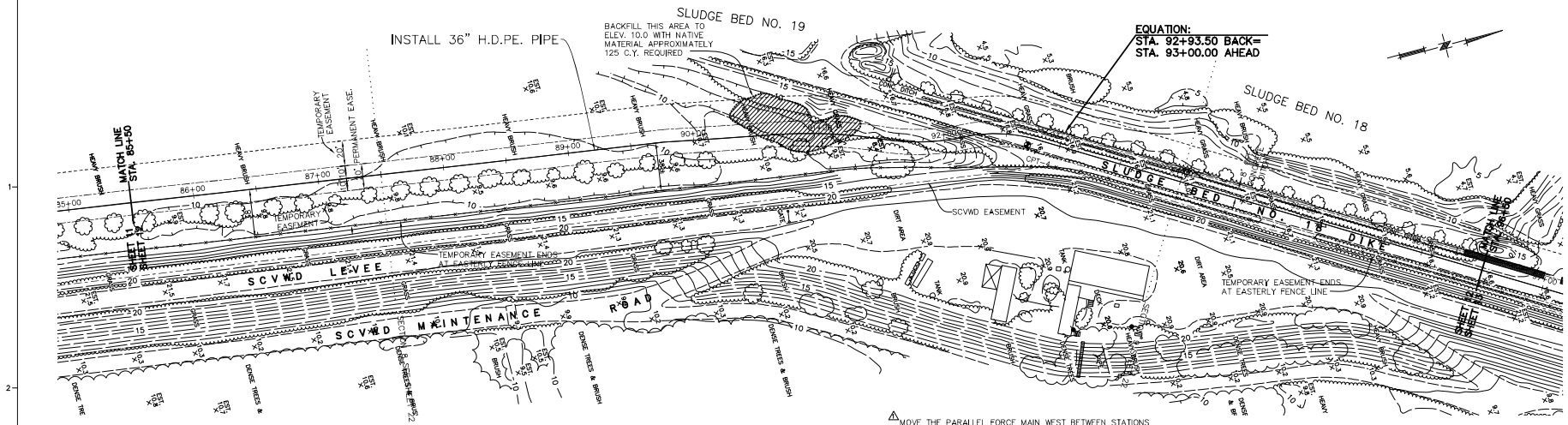
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

DESIGN ASY/TEY
DRAWN LLK
REVIEWED XX
CHECKED TEY
SCALES
HOR. 1"=40'
VERT. 1"=4'
FIELD DATA
BOOK
PAGE

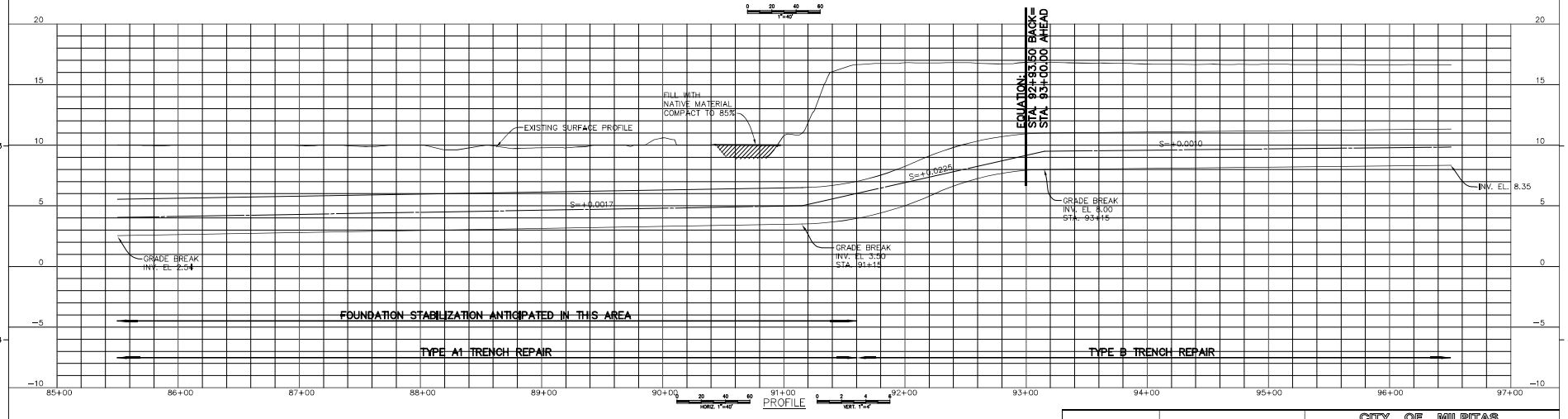
RECOMMENDED BY: DATE:
APPROVED BY: DATE:

PROJECT NO.
FILE
SHEET 11 OF 32

Docusign Envelope ID: F88B877D-FEA5-402B-AB23-3ABFEC031649




⚠ MOVE THE PARALLEL FORCE MAIN WEST BETWEEN STATIONS 78+00 AND 91+00 IN ORDER TO AVOID REMOVING ANY TREES.




NOTE:

THERE IS AN EXISTING CONCRETE DITCH PARALLELING THE NEW FORCE MAIN FROM STA 91+00 ON. CONTRACTOR TO RETAIN AND PROTECT. ANY DAMAGE TO BE REPAIRED BY CONTRACTOR TO MATCH EXISTING.

**Record Drawing**

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| ⚠ | 4-20-00 | TEY | ADD NOTE |
| ⚠ | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
STATION 85+50 TO STATION 96+50

**RECORD DRAWINGS**

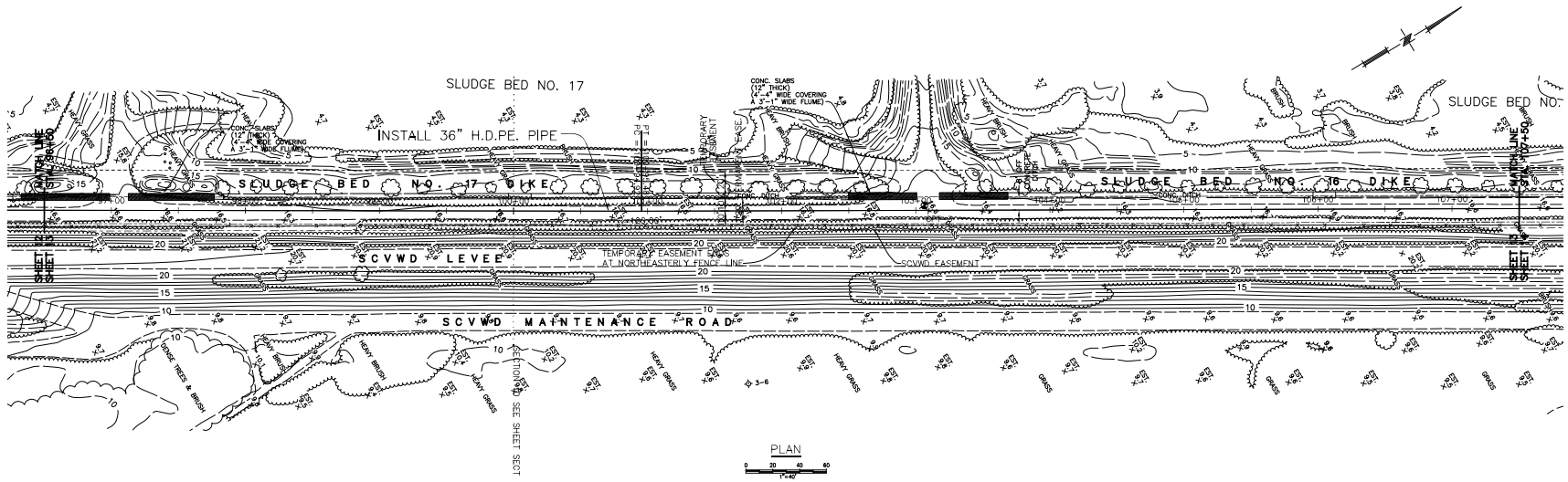
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

DESIGN ASY/TEY | REVIEWED XX
DRAWN LLK | CHECKED TEY
SCALES: HOR. 1"=40' VERT. 1"=4'
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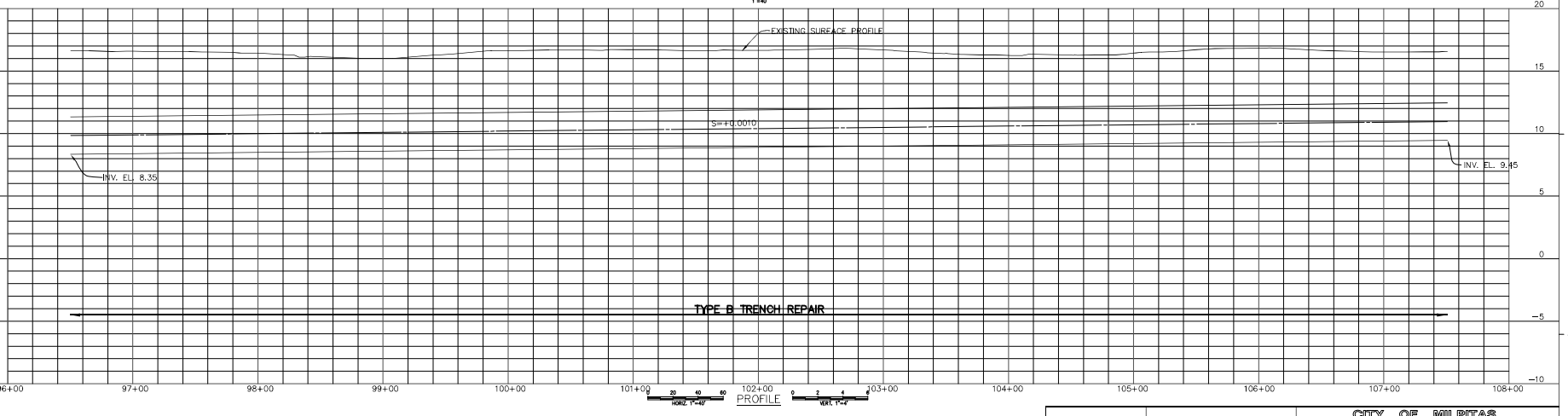
RECOMMENDED BY: DATE:
APPROVED BY: DATE:

PROJECT NO.
FILE
SHEET 12 OF 32

Docusign Envelope ID: F88B877D-FEA5-402B-AB23-3ABFEC031649




PLAN




PROFILE

NOTE:

THERE IS AN EXISTING CONCRETE DITCH PARALLELING THE NEW FORCE MAIN. CONTRACTOR TO RETAIN AND PROTECT. ANY DAMAGE TO BE REPAIRED BY CONTRACTOR TO MATCH EXISTING.

**Record Drawing**

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 1 | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
STATION 96+50 TO STATION 107+50

**RECORD DRAWINGS**

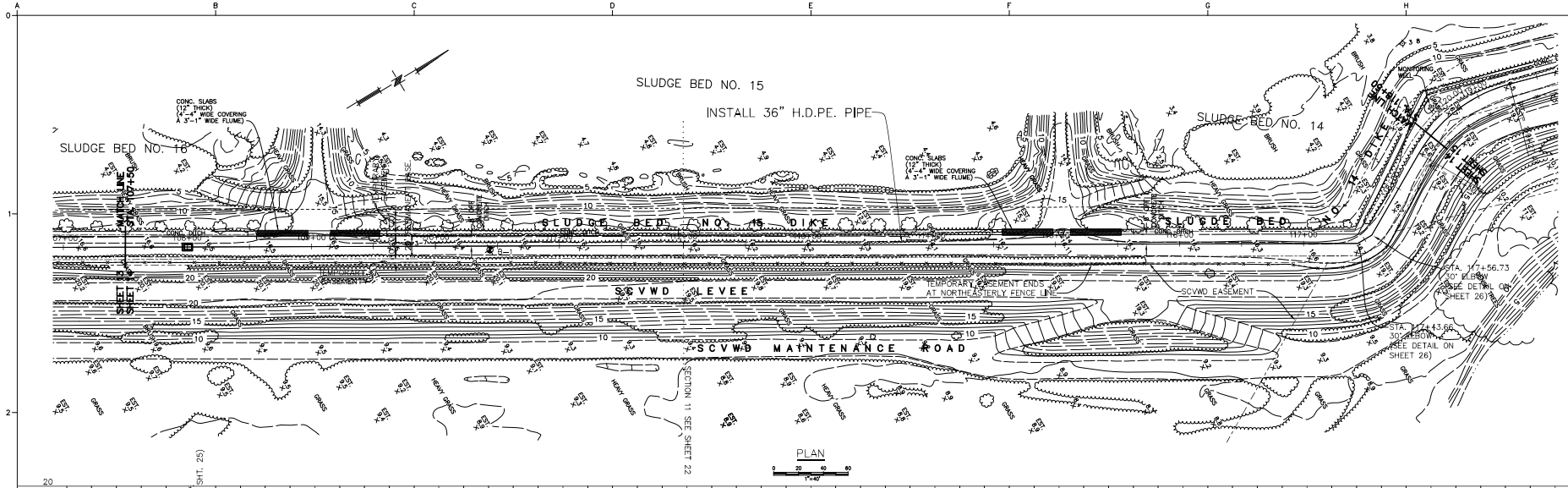
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

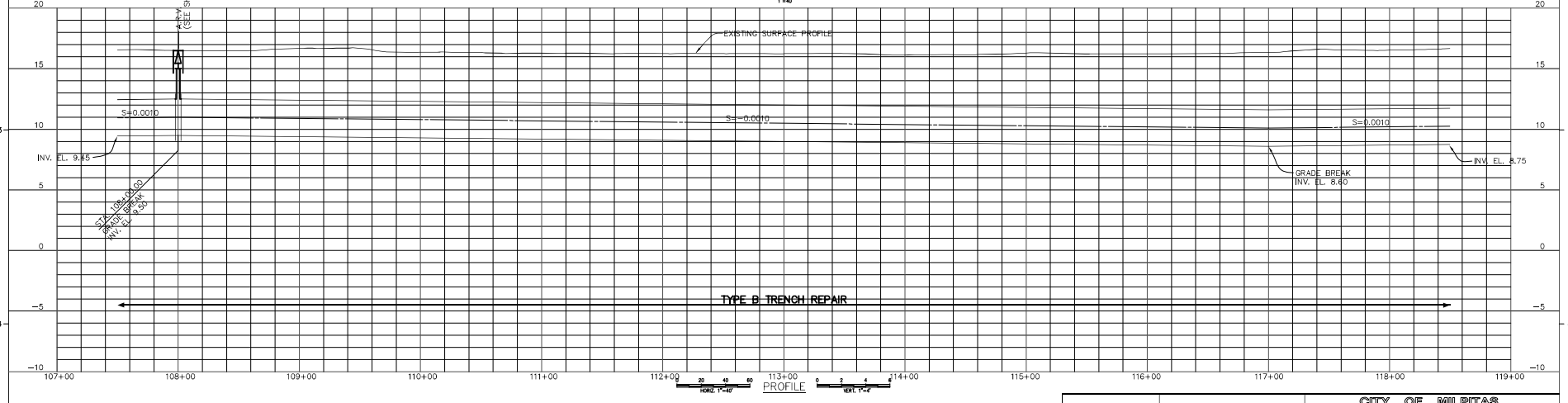
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DRAWN LLK | CHECKED TEY
SCALES: HOR. 1"=40' VERT. 1"=4' | FIELD DATA: BOOK PAGE

RECOMMENDED BY: DATE:
APPROVED BY: DATE:

PROJECT NO.
FILE
SHEET 13 OF 32

Docusign Envelope ID: F88B877D-FEA5-402B-AB23-3ABFEC031649




NOTE:

THERE IS AN EXISTING CONCRETE DITCH PARALLELING THE NEW FORCE MAIN. CONTRACTOR TO RETAIN AND PROTECT. ANY DAMAGE TO BE REPAIRED BY CONTRACTOR TO MATCH EXISTING.

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 1 | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
STATION 107+50 TO STATION 118+50

**RECORD DRAWINGS**

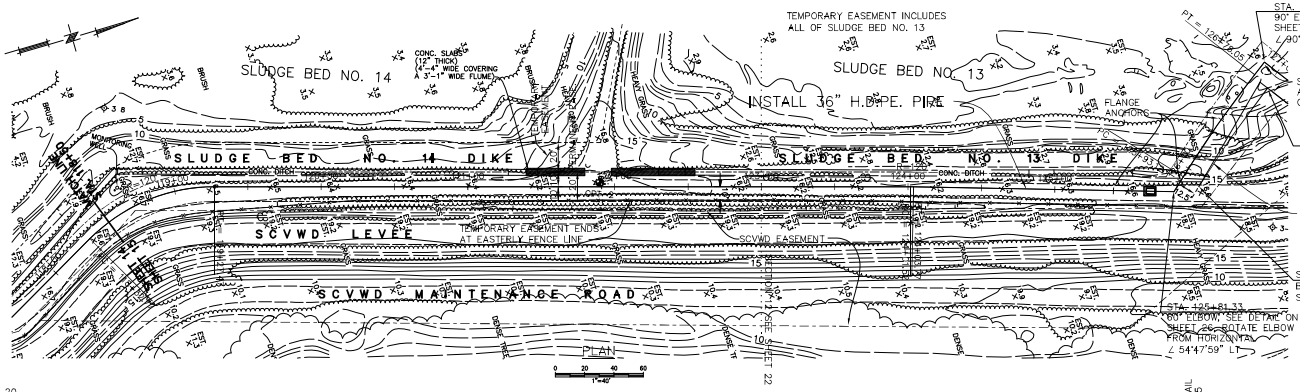
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

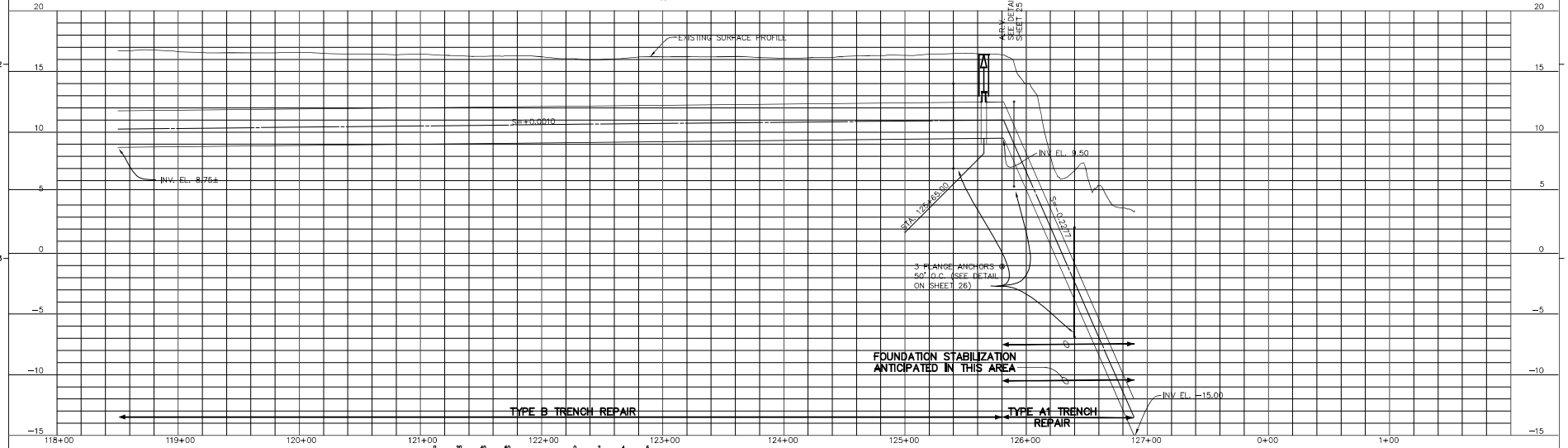
DESIGN ASY/TEY | REVIEWED XX
DRAWN LLK | CHECKED TEY
SCALES: HOR. 1"=40' VERT. 1"=4'
FIELD DATA: BOOK PAGE

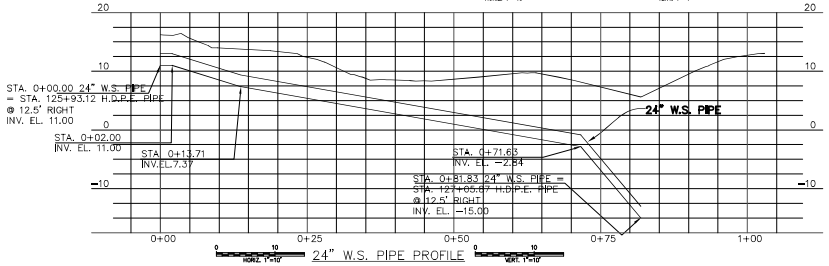
RECOMMENDED BY: DATE:
APPROVED BY: DATE:

PROJECT NO.
FILE
SHEET 14 OF 32

Docusign Envelope ID: F88B877D-FEA5-402B-AB23-3ABFEC031649




## Record Drawing

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 1 | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
STATION 118+50 TO STATION 126+88.93

**RECORD DRAWINGS**

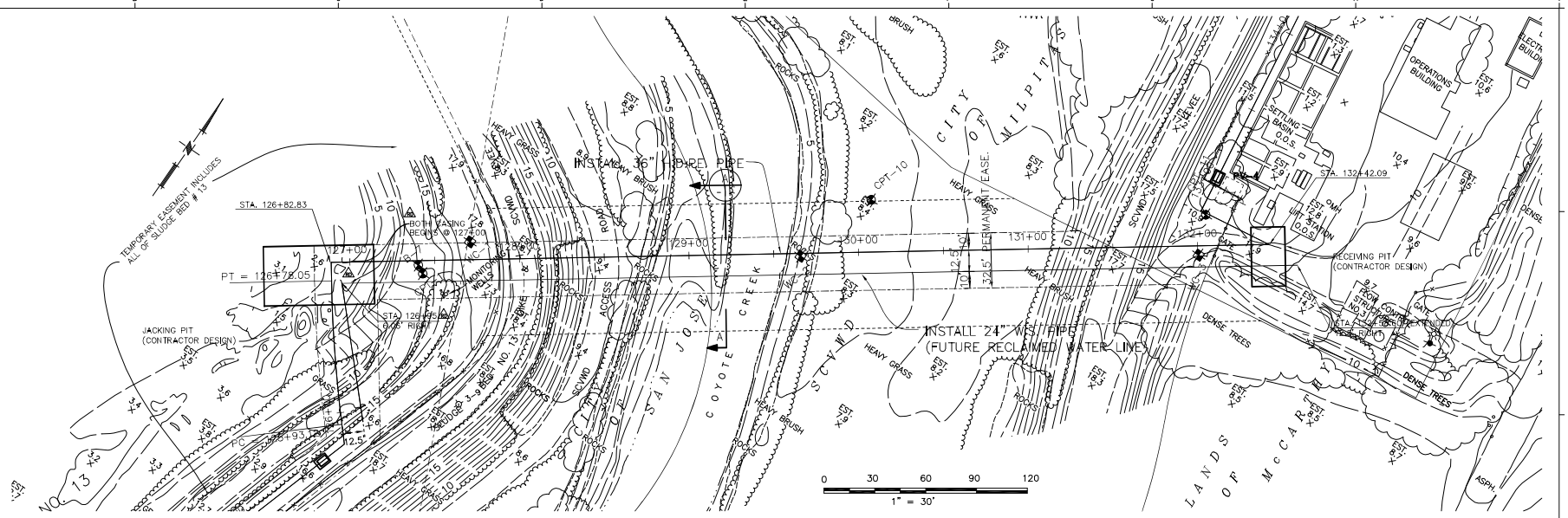
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

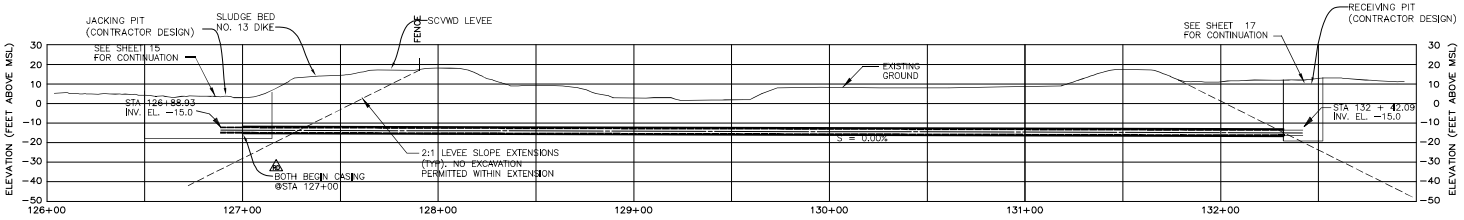
DESIGN ASY/TEY | REVIEWED XX
DRAWN LLK | CHECKED TEY
SCALES: HOR. 1"=40' VERT. 1"=4'
FIELD DATA: BOOK PAGE

RECOMMENDED BY: DATE:
APPROVED BY: DATE:

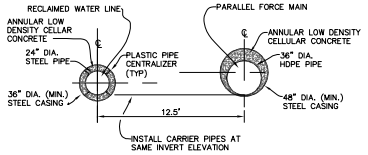
PROJECT NO.
FILE
SHEET 15 OF 32

Docusign Envelope ID: F88BB77D-FEA5-402B-AB23-3ABFEC031649




NOTE: USE SAME PROFILE FOR THE 36" HDPE PARALLEL FORCE MAIN AND FOR 24" WELDED STEEL WATER RECLAMATION LINE




**CARRIER PIPE INSTALLATION**
**MICRO TUNNELING ALTERNATIVE**

SECTION A - A

**Record Drawing**

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 1 | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

COYOTE CREEK
PLAN AND PROFILE
MICROTUNNELING ALTERNATIVE
**RECORD DRAWING**

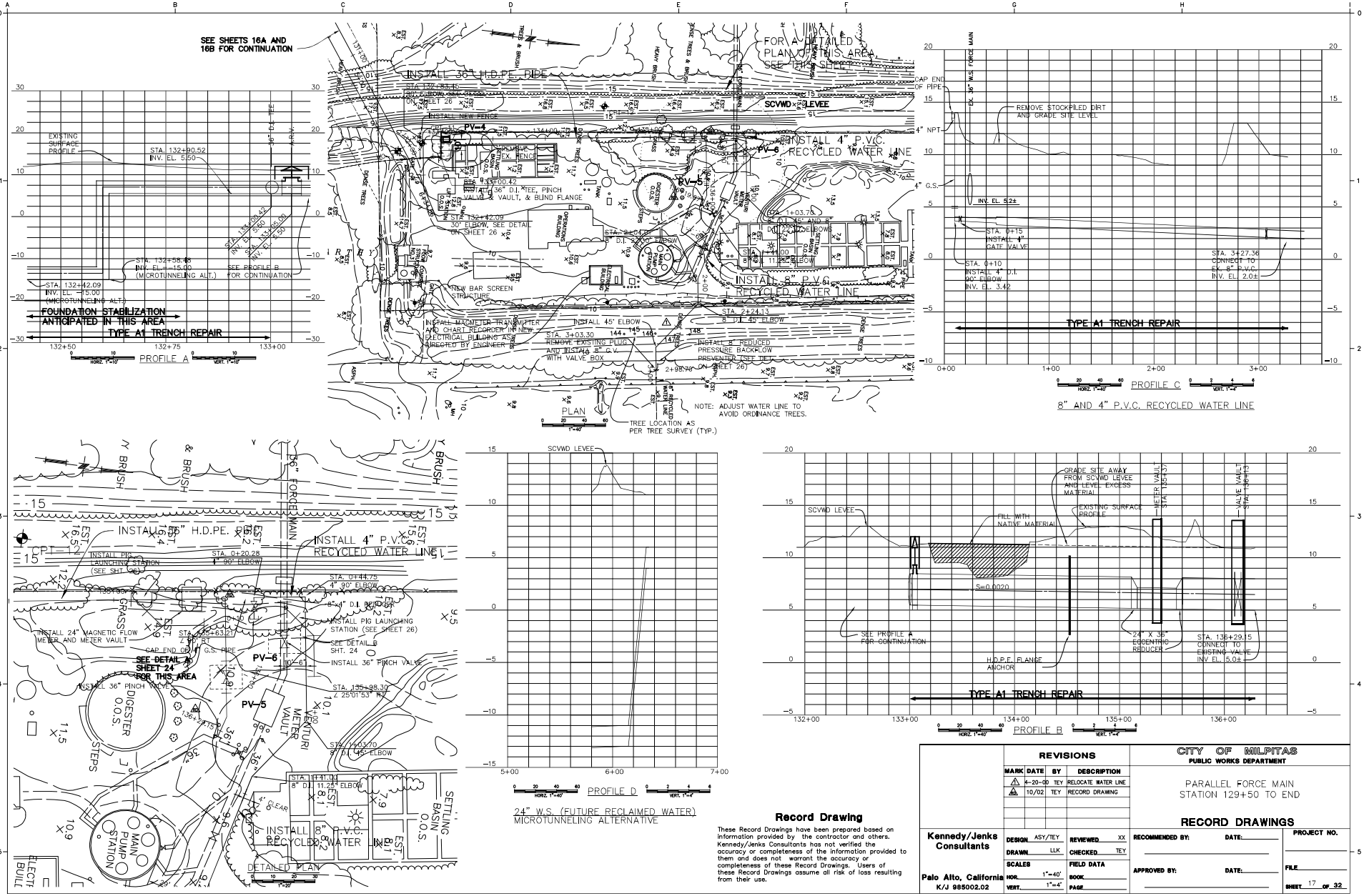
HALEY & ALDRICH

DESIGN TMG | REVIEWED GLR | CHECKED | FIELD DATA
DRAWN TMG | BOOK | PAGE
SCALES: HOR. 1" = 30' | VERT. 1" = 30'

RECOMMENDED BY: _____ DATE: _____
APPROVED BY: _____ DATE: _____

PROJECT NO. _____ FILE _____
SHEET 16 OF 32

Docusign Envelope ID: F8BB877D-FEA5-402B-AB23-3ABFEC031649




| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 1 | 4-20-00 | TEY | RELOCATE WATER LINE |
| 2 | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
STATION 129+50 TO END

**RECORD DRAWINGS**

**Record Drawing**

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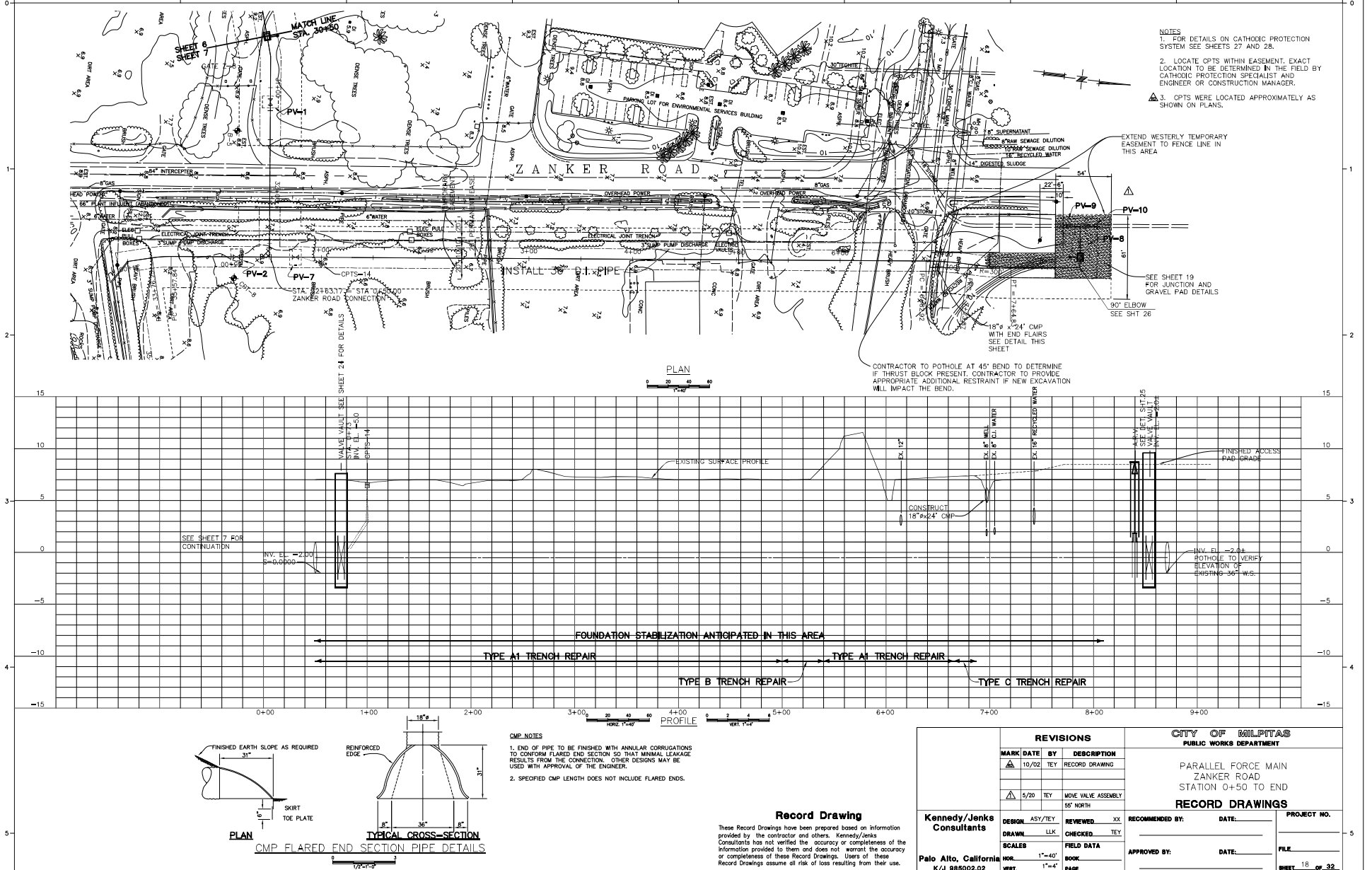
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

DESIGN ASY/TEY | REVIEWED XX
DRAWN LLK | CHECKED TEY
SCALES: HOR. 1"=40' VERT. 1"=4'
FIELD DATA: BOOK PAGE

RECOMMENDED BY: DATE:
APPROVED BY: DATE:

PROJECT NO.
FILE
SHEET 17 OF 32

Docusign Envelope ID: F88B877D-FEA5-402B-AB23-3ABFEC031649




NOTES
1. FOR DETAILS ON CATHODIC PROTECTION SYSTEM SEE SHEETS 27 AND 28.
2. LOCATE CPTS WITHIN EASEMENT. EXACT LOCATION TO BE DETERMINED IN THE FIELD BY CATHODIC PROTECTION SPECIALIST AND ENGINEER OR CONSTRUCTION MANAGER.
3. CPTS WERE LOCATED APPROXIMATELY AS SHOWN ON PLANS.




CMP FLARED END SECTION PIPE DETAILS

CMP NOTES
1. END OF PIPE TO BE FINISHED WITH ANNULAR CORRUGATIONS TO CONFORM FLARED END SECTION SO THAT MINIMAL LEAKAGE RESULTS FROM THE CONNECTION. OTHER DESIGNS MAY BE USED WITH APPROVAL OF THE ENGINEER.
2. SPECIFIED CMP LENGTH DOES NOT INCLUDE FLARED ENDS.

**Record Drawing**

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 2 | 10/02 | TEY | RECORD DRAWING |
| | | | |
| | | | |
| 1 | 5/20 | TEY | MOVE VALVE ASSEMBLY 55' NORTH |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
ZANKER ROAD
STATION 0+50 TO END

**RECORD DRAWINGS**

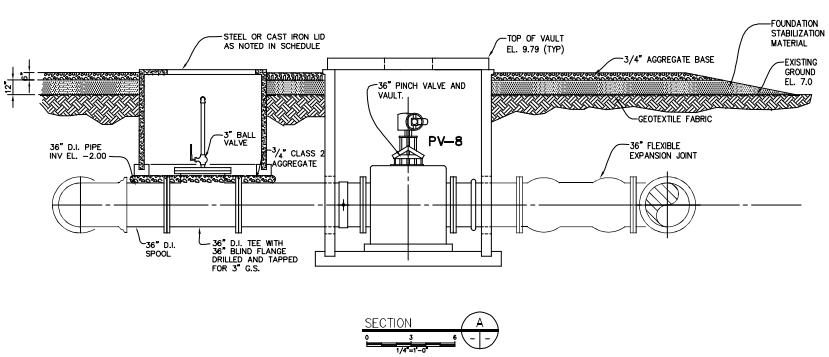
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

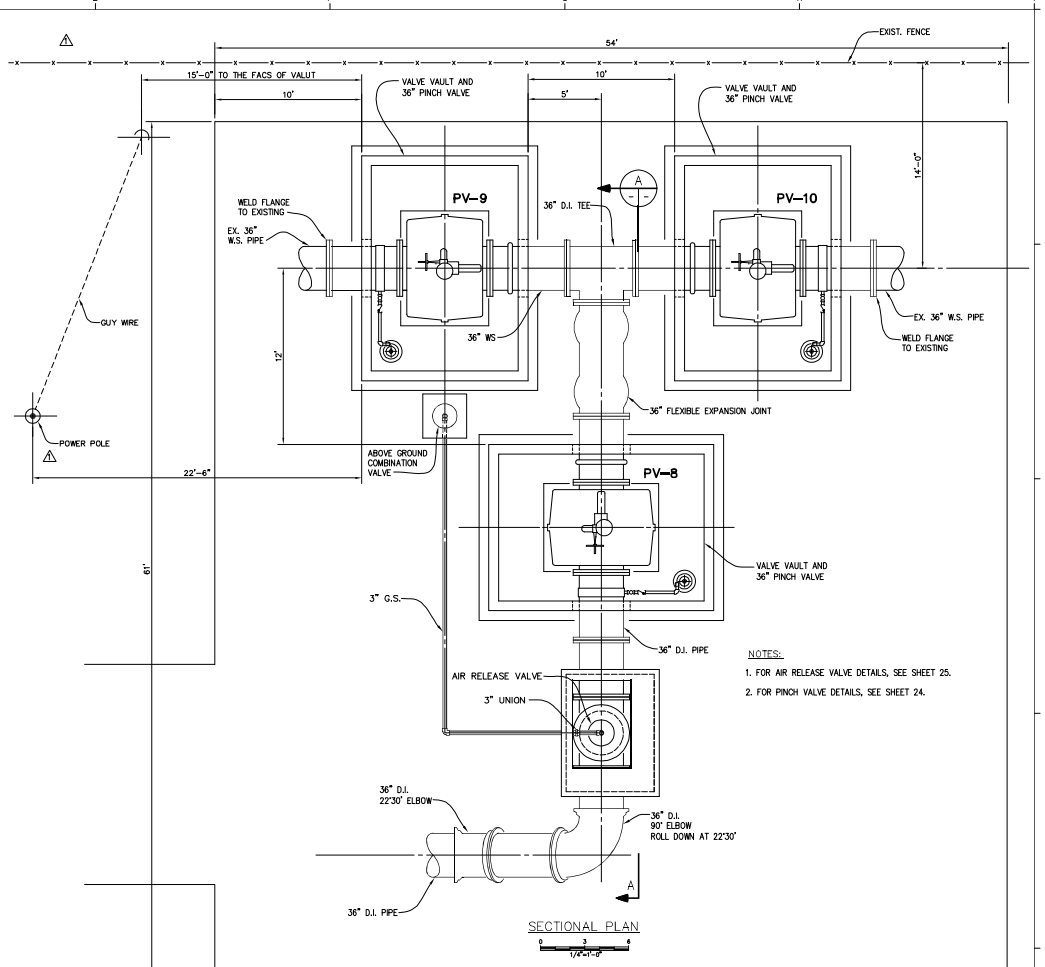
DESIGN ASY/TEY
DRAWN LLK
REVIEWED XX
CHECKED TEY
SCALES
HOR. 1"=40'
VERT. 1"=4'
FIELD DATA
BOOK
PAGE

RECOMMENDED BY: DATE:
APPROVED BY: DATE:

PROJECT NO.
FILE
SHEET 18 OF 32

Docusign Envelope ID: F88B877D-FEA5-402B-AB23-3ABFEC031649




NOTES:

1. FOR AIR RELEASE VALVE DETAILS, SEE SHEET 25.
2. FOR PINCH VALVE DETAILS, SEE SHEET 24.

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 1 | 10/02 | TEY | RECORD DRAWING |
| 2 | 5/20 | TEY | ADD POWER POLE, RELOCATE FENCE |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
ZANKER ROAD CONNECTION

**RECORD DRAWINGS**

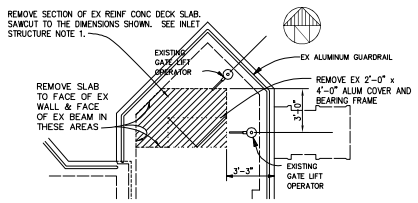
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

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DRAWN ARO | CHECKED TEY
SCALES: HOR. AS NOTED | VERT. AS NOTED
FIELD DATA: BOOK | PAGE

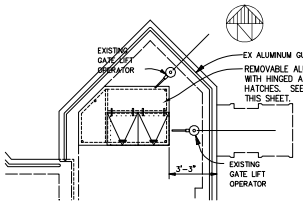
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APPROVED BY: DATE:

PROJECT NO.
FILE
SHEET 19 OF 32

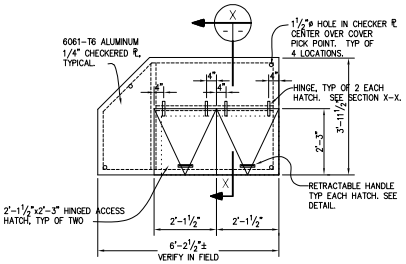
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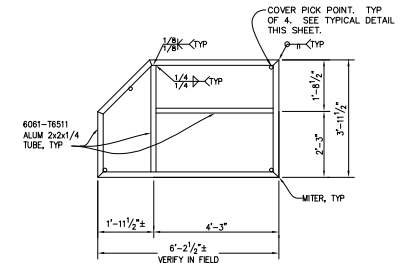

DECK PLAN – EXISTING CONDITION




DECK PLAN – FINAL CONDITION

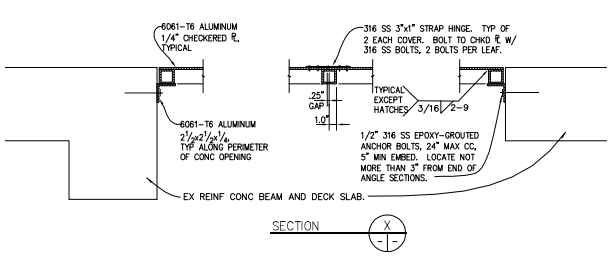



PLAN

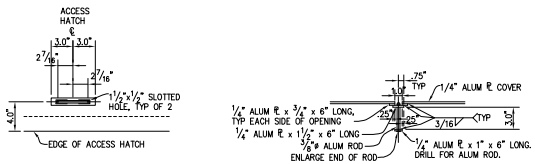



FRAMING PLAN

REMOVABLE ALUM COVER

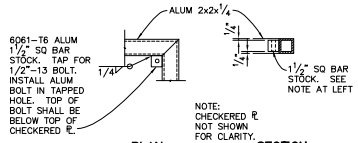



SECTION X



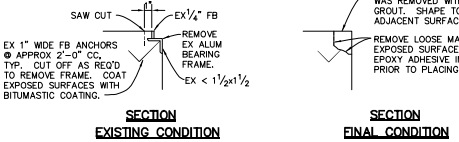

PLAN SECTION

RETRACTABLE HANDLE DETAIL




PLAN SECTION

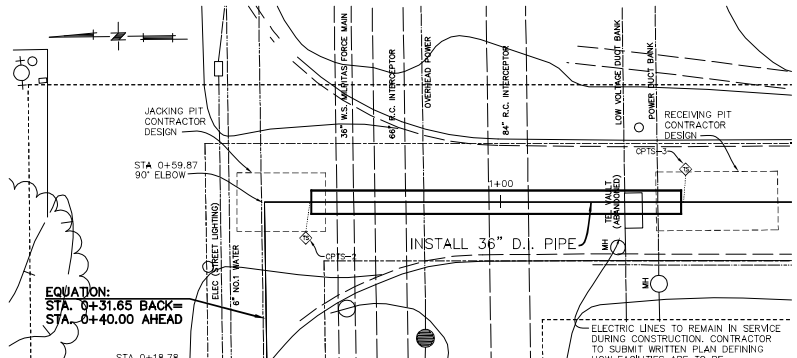
COVER PICK POINT TYPICAL DETAIL



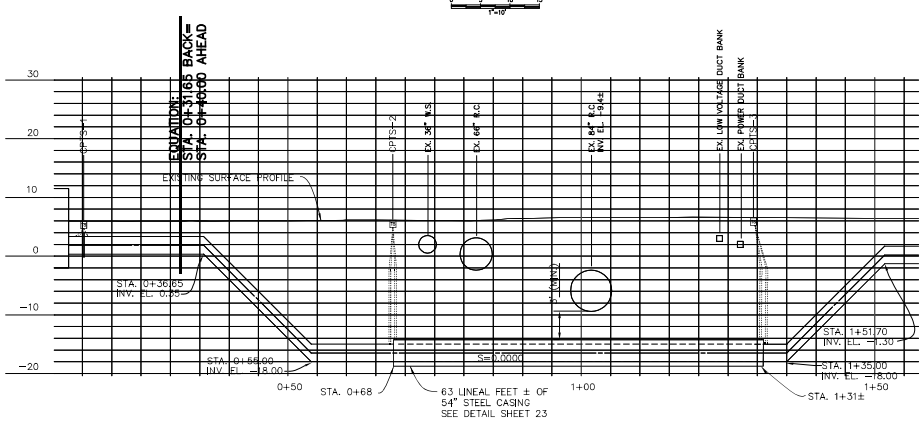

SECTION EXISTING CONDITION

SECTION FINAL CONDITION

EXISTING FRAME DETAIL




PLAN




CROSSING NO. 2

PROFILE

NOTES
1. FOR DETAILS ON CATHODIC PROTECTION SYSTEM SEE SHEETS 27 AND 28.
2. LOCATE CPTS WITHIN EASEMENT. EXACT LOCATION TO BE DETERMINED IN THE FIELD BY CATHODIC PROTECTION SPECIALIST AND ENGINEER OR CONSTRUCTION MANAGER.

INLET STRUCTURE NOTES

1. AT CONC SAWCUT SURFACES, REMOVE CUT AND/OR EXPOSED REINF TO A LEVEL NO LESS THAN 1½ INCHES BELOW THE SURFACE OF THE CONC DESIGNATED TO REMAIN. REMOVAL OF THE REINFORCING SHALL INCLUDE CHIPPING OF THE EXISTING CONCRETE FROM AROUND THE REINFORCING TO ALLOW IT TO BE CUT OFF BELOW THE CONCRETE SURFACE. ALL HOLES AND POCKETS IN THE EXISTING CONCRETE CREATED AS A RESULT OF THE REMOVAL OF THE REINF SHALL BE GROUTED FLUSH WITH THE ADJACENT CONCRETE SURFACE BY FIRST REMOVING ALL LOOSE AND DETERIORATED CONCRETE FROM THE HOLES AND POCKETS, APPLYING A FAVORABLY REVIEWED EPOXY ADHESIVE COMPOUND TO THE EXPOSED SURFSCES, AND FILLING THE HOLES AND POCKETS WITH NON-SHRINK GROUT. SEE SPECIFICATION SECTION 03300.

2. THE CONCRETE SURFACES EXPOSED AFTER THE SECTION OF THE EX DECK SLAB HAS BEEN REMOVED SHALL BE SMOOTH. THE SURFACE SHALL BE MADE SMOOTH BY GRINDING OR GROUTING AS NECESSARY. GROUT SHALL BE NO LESS THAN 1/2" THICK. THE EXPOSED CONCRETE SURFACES TO BE GROUTED SHALL BE CHIPPED BACK AS NECESSARY TO MEET THIS GROUT THICKNESS REQUIREMENT.

**Record Drawing**

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| A | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
HEADWORKS BORING AND
INLET STRUCTURE MODIFICATION DETAILS

**RECORD DRAWINGS**

Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

DESIGN ASY/TEY REVIEWED XX
DRAWN LLK CHECKED TEY
SCALES HOR. 1"=10' VERT. 1"=10'
FIELD DATA BOOK PAGE

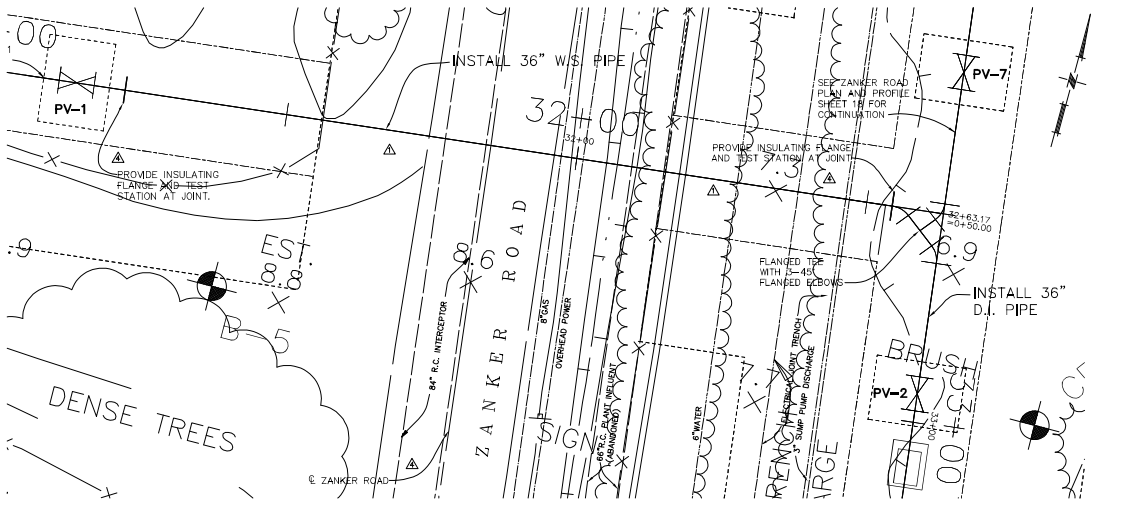
RECOMMENDED BY: DATE:
APPROVED BY: DATE:

PROJECT NO.
FILE
SHEET 20 OF 32

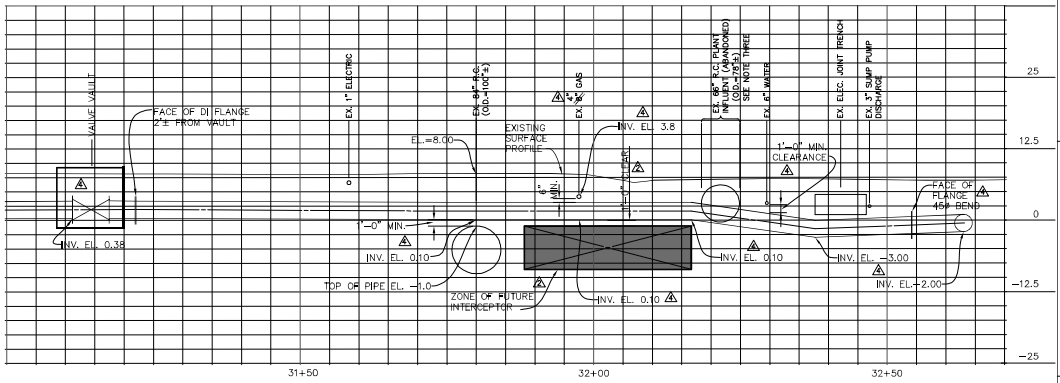
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NOTES:

1. WELDED STEEL PIPE SHALL EXTEND FROM FACE OF FLANGE OF D.I. PIPE EXITING VALVE VAULT TO 45–DEGREE BEND ON EAST SIDE OF ZANKER ROAD.
2. WELDED STEEL PIPE SHALL BE MINIMUM THICKNESS OF 0.1875 INCHES, CEMENT MORTAR LINED AND TAPE WRAPPED. SEE SECTION 02520, PARAGRAPH 2.02F AND 3.04 OF THE CONTRACT DOCUMENTS.
3. ABANDONED EXISTING 66" RCP INTERCEPTOR TO BE REMOVED AT 36" W.S. CROSSING. OPEN ENDS OF THE 66" RCP TO BE CLOSED USING BRICKS AND MORTAR.
4. MAINTAIN MINIMUM OF 6" CLEARANCE BELOW BOTTOM OF 8" GAS LINE.
5. MAINTAIN 1–FOOT OR MORE CLEARANCE BETWEEN BOTTOM OF 36" W.S. AND TOP OF ZONE FOR FUTURE INTERCEPTOR.
6. OPEN TRENCH CONSTRUCTION AND BACK FILL SHALL BE PER CITY OF SAN JOSE REQUIREMENTS.




PLAN




CROSSING NO. 1 – ZANKER ROAD

PROFILE

**Record Drawing**

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 1 | 3–6–01 | TEY | REPLACE DI LINE IN/WS |
| 2 | 3–9–01 | TEY | REVISED ALIGNMENT, ADD NOTE. |
| 3 | 3–27–01 | TEY | REVISED LOCATION ZONE |
| 4 | 4–3–01 | TEY | ADD NOTES 4, 5, & 6; ADD CS CALLOUT ADD XS–GUILT INFO & REVISE ALIGN |
| 5 | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
ZANKER ROAD BORING

RECORD DRAWINGS

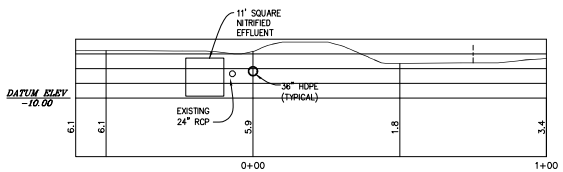
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

DESIGN ASY/TEY
DRAWN ARO
REVIEWED XX
CHECKED TEY
SCALES
HOR. 1"=10'
VERT. 1"=10'
FIELD DATA
BOOK
PAGE

RECOMMENDED BY: DATE:
APPROVED BY: DATE:

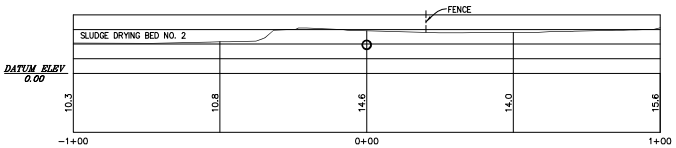
PROJECT NO.
FILE
SHEET 21 OF 32

Docusign Envelope ID: F88B877D-FEA5-402B-AB23-3ABFEC031649



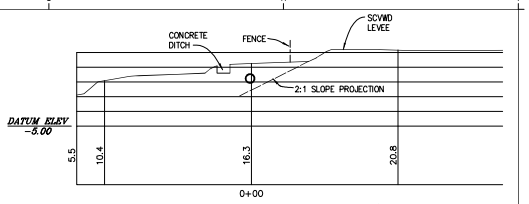

SECTION STATION 0+00 = FORCE MAIN STATION 7+50

SECTION 1



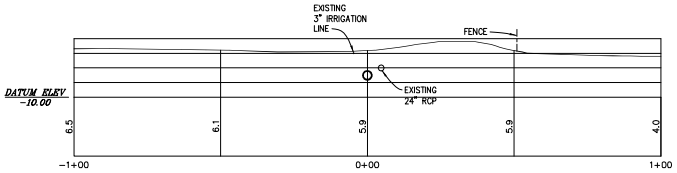

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SECTION 5



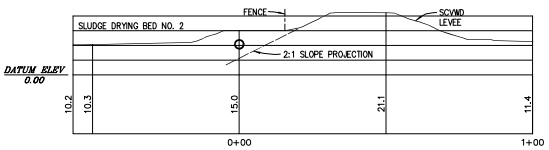

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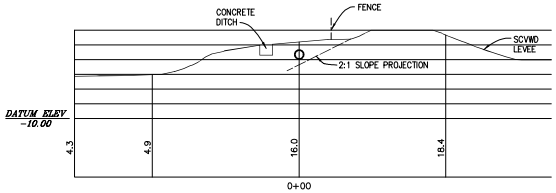

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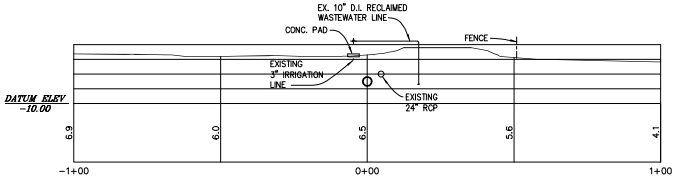

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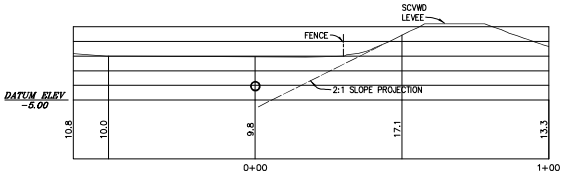

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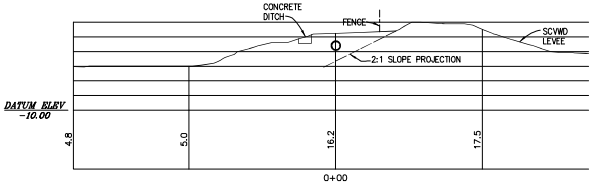

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SECTION 2A



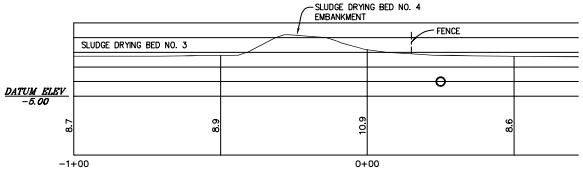

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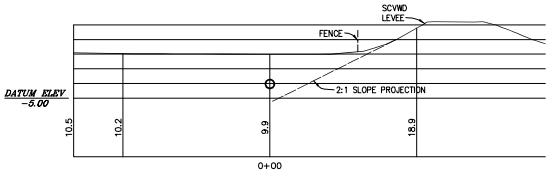

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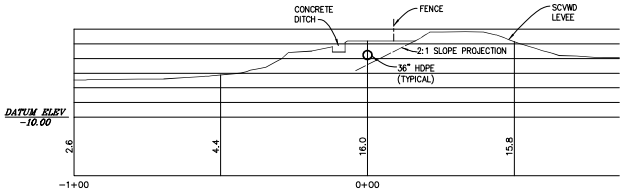

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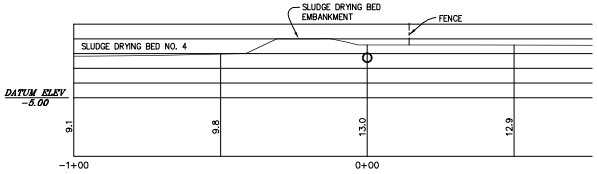

SECTION STATION 0+00 = FORCE MAIN STATION 87+50

SECTION 8




SECTION STATION 0+00 = FORCE MAIN STATION 123+00

SECTION 12




SECTION STATION 0+00 = FORCE MAIN STATION 60+00

SECTION 4

NOTE:
NO PART OF THE EXCAVATION CAN EXTEND INTO THE 2:1 SLOPE PROJECTION OF THE LEVEE OF THE SCVWD.

**Record Drawing**

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 1 | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
CROSS SECTIONS

RECORD DRAWINGS

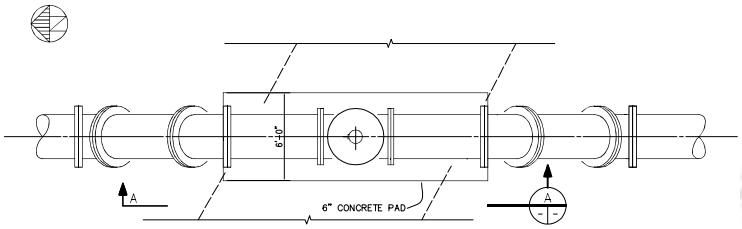
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

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DRAWN LLK | CHECKED TEY
SCALES: HOR. 1"=20' VERT. 1"=20'
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APPROVED BY: ____ DATE: ____

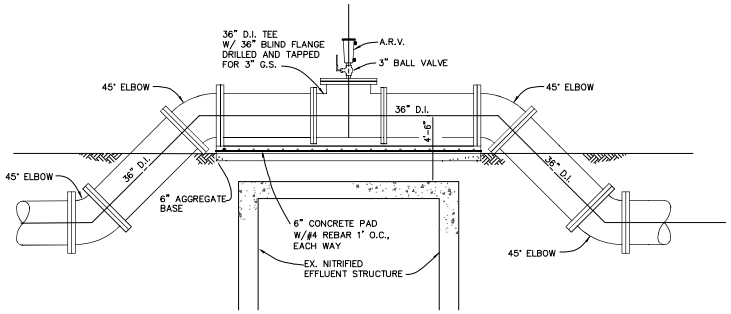
PROJECT NO. ____
FILE ____
SHEET 22 OF 32

Docusign Envelope ID: F88B877D-FEA5-402B-AB23-3ABFEC031649

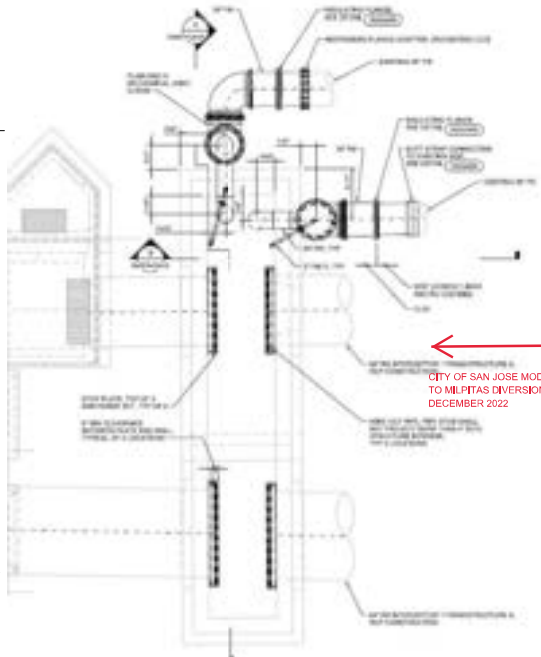



CROSSING DETAIL
1/4"=1'-0"

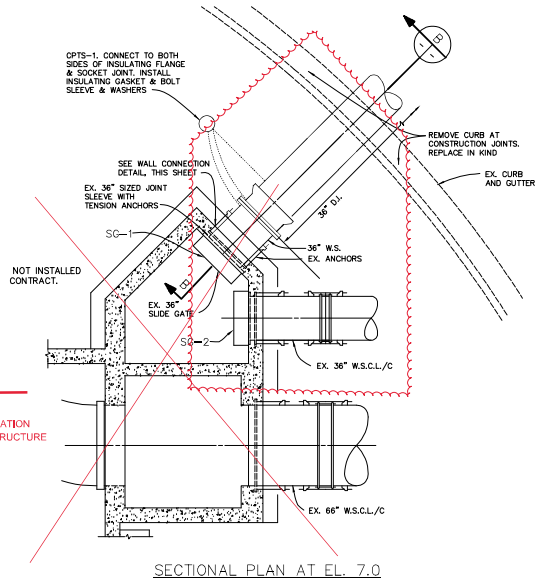
NOTE: ALL FITTINGS, PIPE, ARV AND MISCELLANEOUS FITTINGS SHALL BE INCLUDED IN THE BID ITEM FOR THE 36" D.I. PIPE.



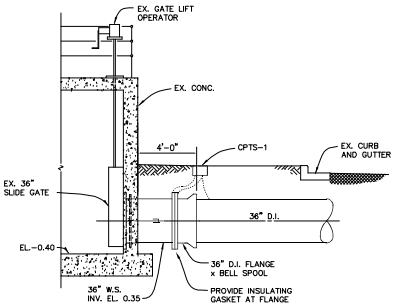

SECTION A
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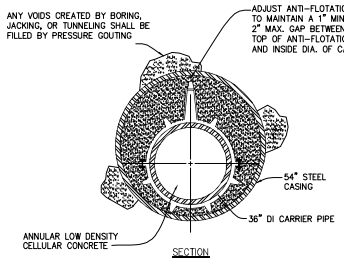
CITY OF SAN JOSE MODIFICATION TO MILPITAS DIVERSION STRUCTURE DECEMBER 2022



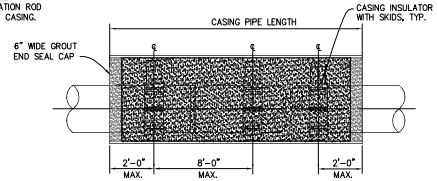

SECTIONAL PLAN AT EL. 7.0
1/4"=1'-0"




SECTION B
1/4"=1'-0"




SECTION

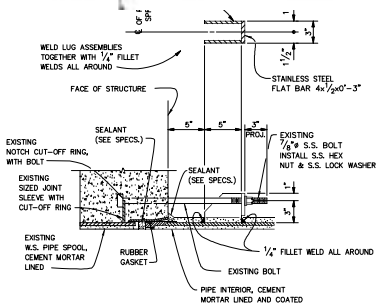



CARRIER AND CASING PIPES — ELEVATION

CASING NOTES:

1. CASING INSULATORS WITH SKIDS SHALL BE INSTALLED WITHIN 24" OF EACH END OF STEEL CASING.
2. CASING INSULATORS SHALL BE SO BOLTED AROUND THE PIPE THAT THE SKIDS ARE LOCATED SYMMETRICALLY ABOUT THE VERTICAL AXIS OF THE PIPE.
3. CASING ENDS SEALS SHALL BE 6" WIDE GROUT CAP.
4. RESTRAINED JOINTS REQUIRED FOR 36" D.I. PIPE.

CASING DETAILS FOR ZANKER ROAD AND HEADWORKS BORE AND JACK
NO SCALE




WALL CONNECTION DETAIL
NO SCALE

**Record Drawing**

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 1 | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
DETAIL SHEET 1

RECORD DRAWINGS

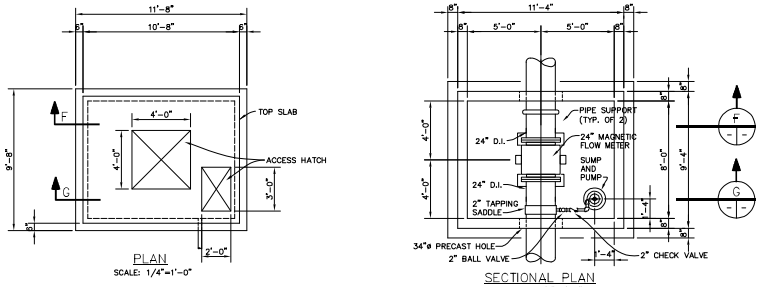
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

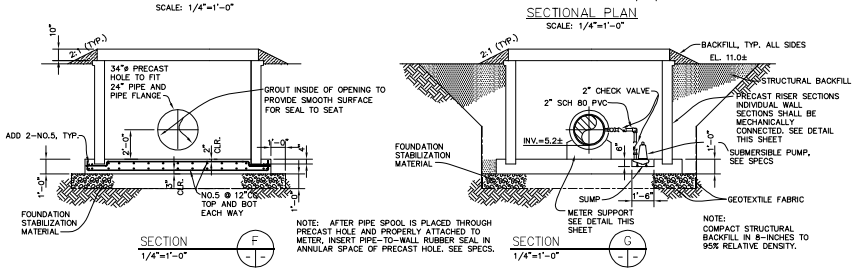
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CHECKED TEY
FIELD DATA
BOOK
PAGE

RECOMMENDED BY: DATE:
APPROVED BY: DATE:

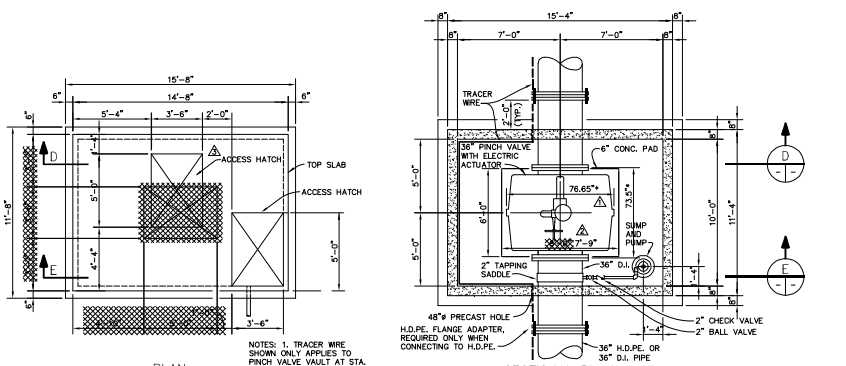
PROJECT NO.
FILE
SHEET 23 OF 32

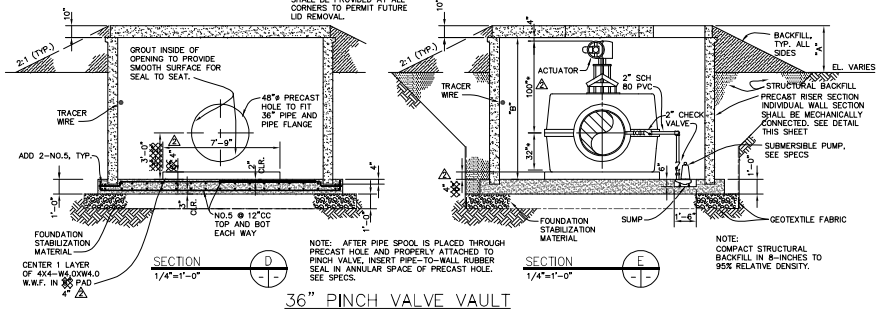
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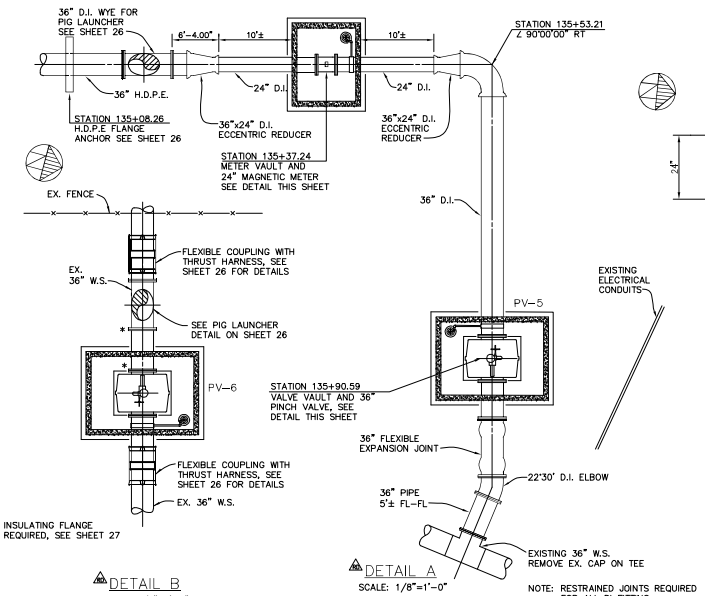



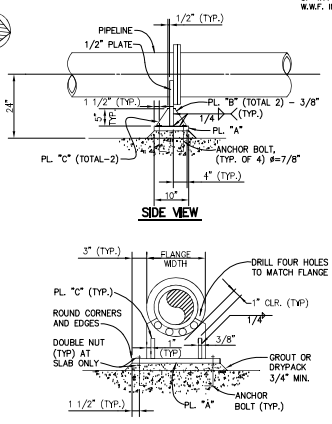

## 24" MAGNETIC METER VAULT



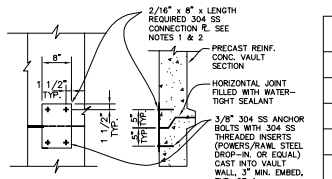

## 36" PINCH VALVE VAULT




## METER SUPPORT

N.T.S.




NOTES:
1. LOCATE CONNECTION PLATES NEAR CORNERS AT A MAXIMUM DISTANCE OF 8" FROM EACH CORNER TO PLATE ℄ (8 REQ'D) ALSO LOCATE CONNECTION PLATES AT MAXIMUM 5'-0" CENTERS ON EACH VAULT WALL.
2 THIS DETAIL APPLIES TO THE PINCH VALVE VAULT(S) AND METER VAULT THAT HAVE WALLS PROVIDED IN MORE THAN ONE SECTION.

## VAULT JOINT DETAIL

SCALE: 3/4"=1'-0"

## PINCH VALVE SCHEDULE ⚠

| STATION | PIPE INVERT | FLOOR OF VAULT | TOP OF VAULT | EXISTING GROUND | "A" | "B" | PV # |
|---|---|---|---|---|---|---|---|
| 31+25 | -0.80 | -2.30 | 10.20 | 8.0 | 2.20 | 11'-8" | 1 |
| 32+95 | -1.20 | -2.70 | 9.80 | 7.2 | 2.60 | 11'-8" | 2 |
| 77+70 | 5.25 | 3.75 | 16.25 | 14.0 | 2.25 | 11'-8" | 3 |
| 133+00.42 10' RT | 5.5 | 4.00 | 16.50 | 11.0 | 5.50 | 11'-8" | 4 |
| 136+13.08 | 5.0± | 3.50 | 16.00 | 11.0 | 5.00 | 11'-8" | 5 |
| 0+73 (ZANKER ROAD) | -5.0 | -8.50 | 8.00 | 7.0 | 1.00 | 13'-8" | 7 |
| 8+19.91 (ZANKER ROAD) (3 EA.) | -2.0± | -3.50 | 10.00 | 8.50* | 1.50 | 12'-8" | 8,9,10 |
| EXIST. FM | 5.0± | 3.50 | 16.00 | 10.0 | 6.00 | 11'-8" | 6 |

* FINISHED GRADE

NOTE: "B" MINIMUM = 4"+32"+100"+4" = 140" = 11'-8"

## Record Drawing

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| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 1 | 8/00 | TEY | EDIT VALVE SCHED |
| 2 | 8/00 | TEY | ADD/CHANGE DIMEN |
| 3 | 8/00 | TEY | RE-ORIENT DECK HATCH |
| 4 | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PHASE 1
PARALLEL FORCE MAIN
DETAIL SHEET 2

RECORD DRAWINGS

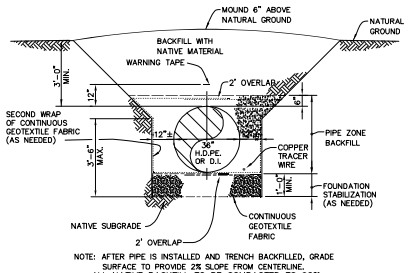
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

DESIGN ASY/TEY | REVIEWED TEY
DRAWN ARO | CHECKED XX
SCALES: HOR. AS NOTED, VERT. AS NOTED | FIELD DATA: BOOK, PAGE

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APPROVED BY: DATE:

PROJECT NO.
FILE
SHEET 24 OF 32

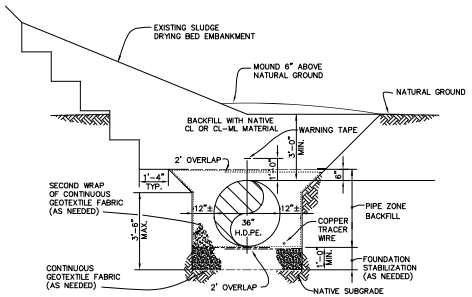
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NOTE: AFTER PIPE IS INSTALLED AND TRENCH BACKFILLED, GRADE SURFACE TO PROVIDE 2% SLOPE FROM CENTERLINE. ALL NATIVE BACKFILL TO BE COMPACTED TO 90%

TYPICAL TRENCH SECTION – TYPE A1
NO SURFACE REPAIR REQUIRED

SCALE: 3/8"=1'-0"

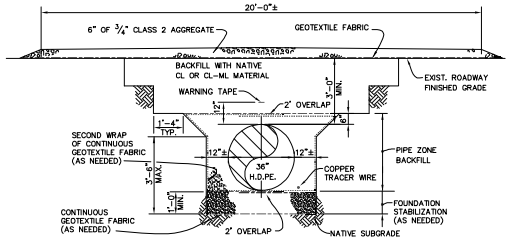



NOTE: BENCHING REQUIRED ON EMBANKMENT SIDE ON TRENCH ONLY

TYPICAL TRENCH SECTION – TYPE A2
ADJACENT TO EMBANKMENTS

SCALE: 3/8"=1'-0"

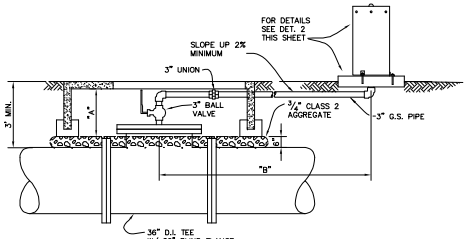
ALL NATIVE BACKFILL TO BE COMPACTED TO 90%




NOTE: 1. RECONSTRUCT TRAVELED WAY OF DIKE FULL WIDTH AS SHOWN.
2. BENCH BACKFILL INTO EMBANKMENT.

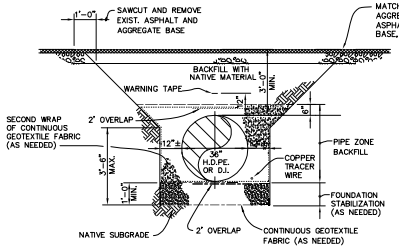
TYPICAL TRENCH SECTION – TYPE B
PIPELINE IN SLUDGE BED EMBANKMENTS

SCALE: 3/8"=1'-0"




TYPICAL SECTION A.R.V. ABOVE GROUND

SCALE: 3/8"=1'-0"




TYPICAL TRENCH SECTION – TYPE C
PIPELINE IN ASPHALT ROADWAY

SCALE: 3/8"=1'-0"

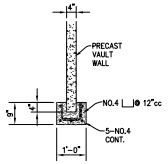
AIR RELIEF VALVE SCHEDULE

| STATION | ABOVE GROUND | BELOW GROUND | PIPE INV. | BOTTOM OF FTG. | TOP OF VAULT | EXIST. GROUND | "A" | "B" | LID |
|---|---|---|---|---|---|---|---|---|---|
| 30+50 | X | | 1.21 | 5.46 | 9.50 | 9.0 | 4.42' | 10' | STL. |
| DELETED | | | | | | | | | |
| 75+30 | | X | 8.40 | 12.06 | 15.89 | 15.2 | 3.62' | – | C.I. |
| 108+00 | | X | 9.50 | 13.56 | 17.39 | 16.7 | 4.02' | – | C.I. |
| 125+70 | | X | 9.50 | 13.56 | 17.39 | 16.5 | 4.02' | – | C.I. |
| 133+05 | X | | 5.50 | 9.16 | 11.99 | 11.3 | 2.62' | 10' | STL. |
| 7+89.92 (ZANKER ROAD) | X | | -2.0 | 1.66 | 8.75 | 8.50 * | 6.88' | 32' | C.I. |

* FINISHED PAD GRADE

TRENCH SECTIONS..... GENERAL NOTES

1. OVER EXCAVATION AND PLACEMENT OF FOUNDATION STABILIZATION IS ONLY REQUIRED WHERE LOOSE, SOFT OR UNSTABLE SUBGRADE CONDITIONS ARE ENCOUNTERED. IN AREA WHERE FOUNDATION STABILIZATION IS REQUIRED, WRAP FOUNDATION STABILIZATION MATERIAL IN GEOTEXTILE FABRIC AS SHOWN, GEOTEXTILE FABRIC FOR PIPE ZONE BACKFILL SHALL BE USED WHERE DIRECTED BY THE ENGINEER.
2. FOUNDATION STABILIZATION TO CONSIST OF 3/4" CRUSHED DRAIN ROCK WITH 100% OF THE MATERIAL PASSING A 3/4–INCH SCREEN LESS THAN 15% PASSING THE NO. 4 SCREEN, AND LESS THAN 5% PASSING THE NO. 200 SCREEN.
3. PIPE ZONE BACKFILL SHALL BE A WELL–GRADED GRANULAR MATERIAL WITH 100% PASSING THE #4 SCREEN, AND NOT MORE THAN 15% PASSING THE #200 SCREEN AND COMPACTED TO 90% RELATIVE COMPACTION IN ACCORDANCE WITH ASTM D1557.
4. PLACE BACKFILL IN 12–INCH UNCOMPACTED LIFTS AND COMPACTED TO 90% RELATIVE COMPACTION. THE UPPER 6–INCHES SHALL BE COMPACTED AT 95% RELATIVE COMPACTION.
5. VERTICAL TRENCH SECTIONS AND SLOPES SHALL CONFORM TO CAL OSHA REQUIREMENTS FOR TYPE OF SOILS ENCOUNTERD. SHORING SHALL BE USED WHERE REQUIRED BY SOIL CONDITIONS AND AT ALL AREAS WHERE EXISTING ADJACENT FACILITIES WHERE REQUIRED BY SOIL CONDITIONS AND AT ALL AREAS WHERE EXISTING MUST BE PROTECTED.
6. TRENCH CROSS–SETION AND EXCAVATION LINE IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR FINAL TRENCH DESIGN AND CONSTRUCTION IN ACCORDANCE WITH APPLICABLE CAL–OSHA REQUIREMENTS.



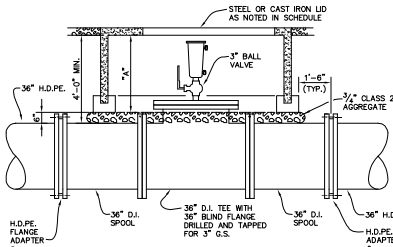

FOOTING DETAIL

1/2"=1'-0"

**Record Drawing**

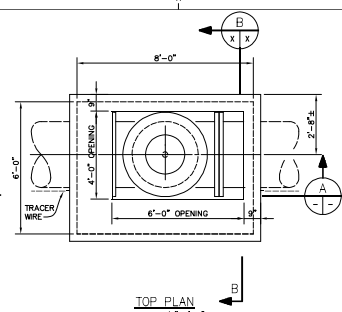
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* NOT REQUIRED WHEN INSTALLED ON D.I. PIPE.



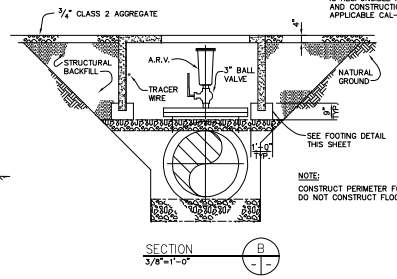

SECTION A
3/8"=1'-0"

NOTE:
CROSS–SECTION AND EXCAVATION LINE IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR FINAL EXCAVATION DESIGN AND CONSTRUCTION IN ACCORDANCE WITH APPLICABLE CAL–OSHA REQUIREMENTS.



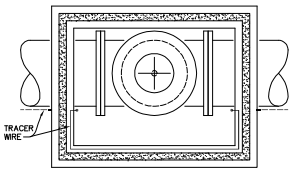

TOP PLAN
SCALE: 3/8"=1'-0"

⚠ THE 4'x6' OPENING IN THE DETAIL SHALL BE A 4' DIAMETER CIRCULAR OPENING, CENTERED OVER THE AIR RELEASE VALVE AND THE 36" D.I. BLIND FLANGE TO WHICH THE VALVE IS ATTACHED.



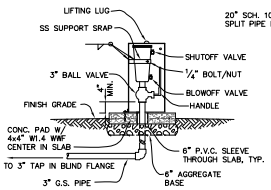

SECTION B
3/8"=1'-0"

NOTE:
CONSTRUCT PERIMETER FOOTING ONLY DO NOT CONSTRUCT FLOOR FOR VAULT.

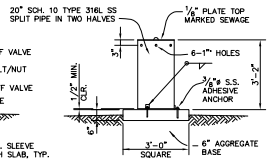



SECTIONAL PLAN
SCALE: 3/8"=1'-0"

VAULT AND BELOW GROUND AIR RELEASE VALVE DETAIL 1

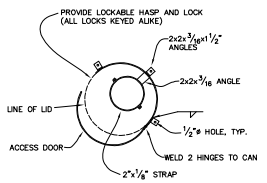



SECTION




ELEVATION

ABOVE GROUND




PLAN
SCALE: 3/4"=1'-0"

FABRICATE COMBINATION AIR VALVE ENCLOSURE AS SHOWN

3" SEWAGE COMBINATION AIR VALVE 2

SCALE: 3/8"=1'-0"

| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 1 | 4-20-00 | TEY | ADD NOTE |
| 2 | 8/00 | TEY | EDIT DIMENSIONS |
| RD | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
DETAIL SHEET 3

RECORD DRAWINGS

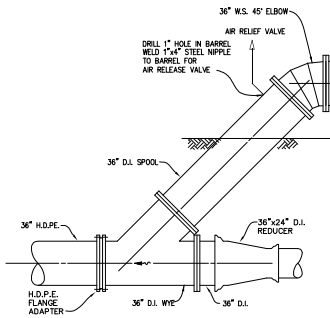
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

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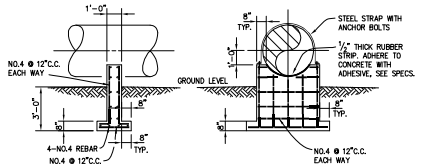
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SHEET 25 OF 32

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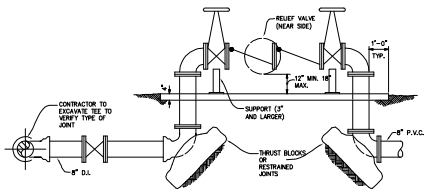



NEW 36" FORCE MAIN

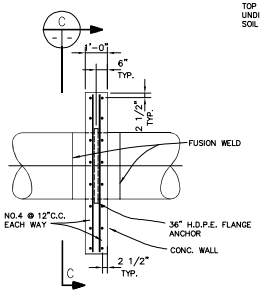
NOTE: WHEN PIG LAUNCHER ASSEMBLY IS NOT IN SERVICE, REMOVE 45° ELBOW AND INSERT BLIND FLANGE TO WYE AND TO LAUNCHER BARREL.




PIG LAUNCHER BARREL SUPPORTS
SCALE: 1/4"=1'-0"

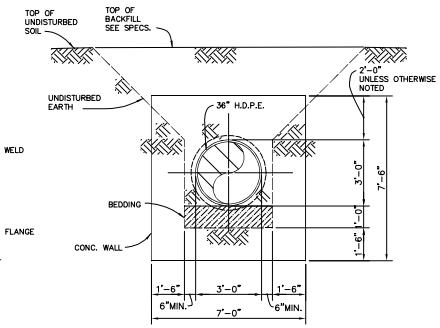


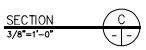

REDUCER PRESSURE BACKFLOW PREVENENTER
SCALE: 1/4"=1'-0"

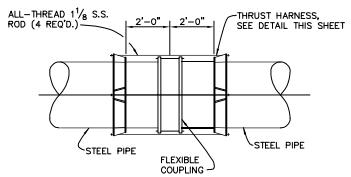



FLANGE ANCHOR DETAIL
3/8"=1'-0"

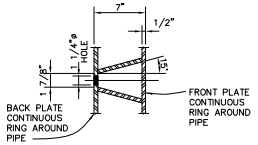
⚠ FLANGES MAY BE BUTT-FUSED WELDED DIRECTLY TO PLAIN ENDS OF HDPE.



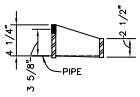




FLEXIBLE COUPLING WITH THRUST HARNESS
DETAIL X
NO SCALE

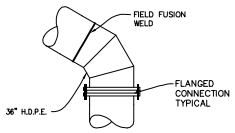



PLAN

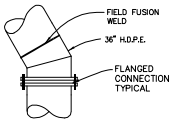



ELEVATION

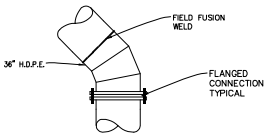
THRUST HARNESS DETAIL
NO SCALE



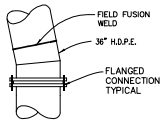

60° ELBOW



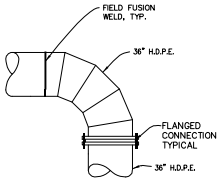

30° ELBOW



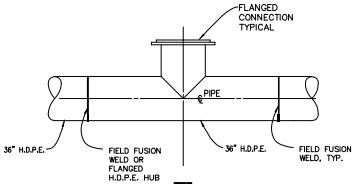

45° ELBOW




11 1/4° ELBOW




90° ELBOW




TEE

NOTE:
CONTRACTOR SHALL USE FLANGED H.D.P.E. HUBS WITH STEEL RING FLANGES FOR ONE END OF BENDS. TWO HUBS MAY BE USED FOR TEES. HUB REQUIRED ON BRANCH.

36" H.D.P.E. FITTINGS
SCALE: 1/4"=1'-0"

**Record Drawing**

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| RD | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
DETAIL SHEET 4

RECORD DRAWINGS

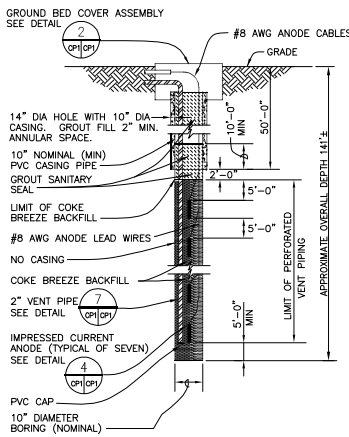
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

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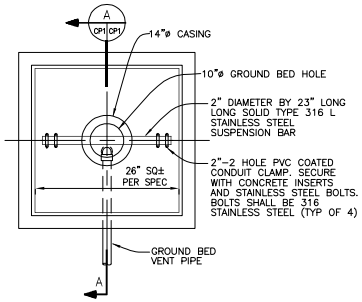
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SHEET 26 OF 32

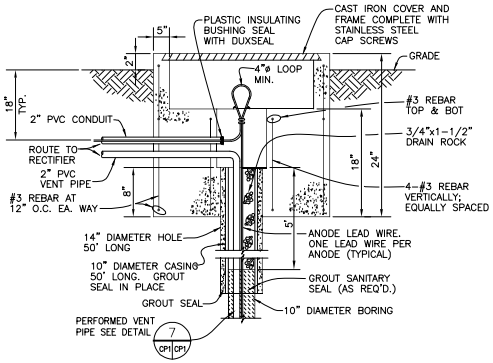
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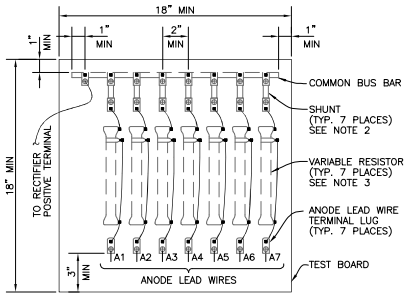

DEEP WELL ANODE BED ASSEMBLY (N) 1
N.T.S.




TYPICAL GROUND BED COVER ASSEMBLY 2
N.T.S.

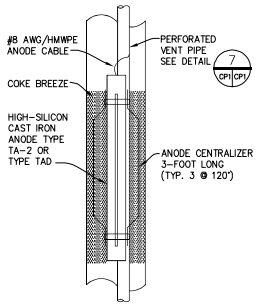



SECTION A
N.T.S.

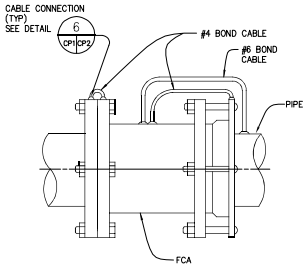



NOTES:
1. ALL DIMENSIONS ARE INCHES UNLESS OTHERWISE NOTED.
2. SHUNT SIZE SHALL BE 50A 0.001 OHMS
3. RESISTOR SIZE SHALL BE 0.5 OHM, 35 W.
4. JUNCTION BOX NOT SHOWN FOR CLARITY

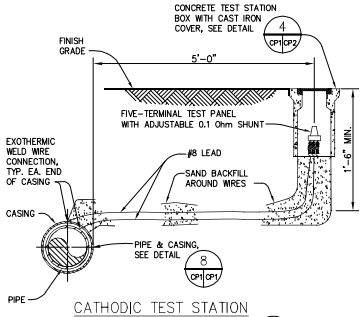
ANODE JUNCTION BOX TEST BOARD ASSEMBLY 3
N.T.S.



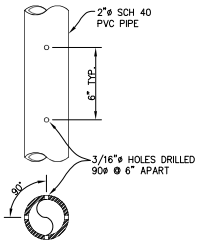

ANODE INSTALLATION 4
N.T.S.




FLANGED COUPLING ADAPTER BONDING DETAIL 5
N.T.S.

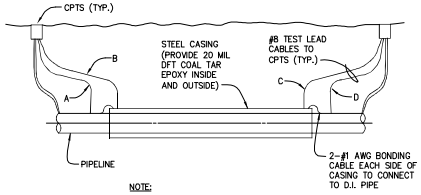



CATHODIC TEST STATION AT PIPE CASING DETAIL 6
N.T.S.



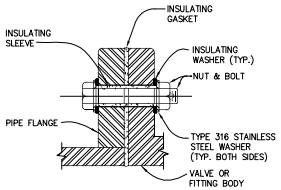

NOTES: 1. PERFORATE VENT PIPE
2. GLUE PVC JOINTS AND SECURE W/(3) 3/4"-#10 SELF-TAPPING SHEET METAL SCREWS.

PERFORATED VENT PIPE DETAIL 7
N.T.S.



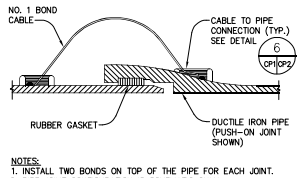

NOTE:
TIE LEADS A & B TOGETHER AND LEADS C & D TOGETHER AND LABEL WITH METAL TAGS TO IDENTIFY EACH WIRE EXTEND TO CATHODIC PROTECTION TEST STATION.

CABLE CONNECTIONS AT PIPE CASING DETAIL 8
N.T.S.



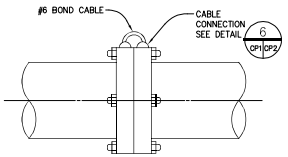

NOTE: PIPE COATING NOT SHOWN.

INSULATING FLANGE DETAIL 9
N.T.S.




NOTES:
1. INSTALL TWO BONDS ON TOP OF THE PIPE FOR EACH JOINT.
2. PIPE JOINT CONFIGURATION IS SCHEMATIC ONLY.

PUSH-ON OR MECHANICAL JOINT BONDING DETAIL 10
N.T.S.




FLANGED JOINT BONDING DETAIL 11
N.T.S.

**Record Drawing**

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CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

CATHODIC PROTECTION SYSTEM
DETAIL SHEET 1

RECORD DRAWINGS

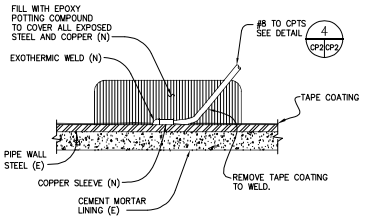
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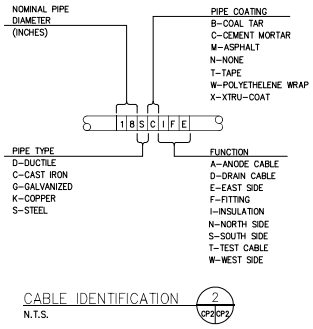
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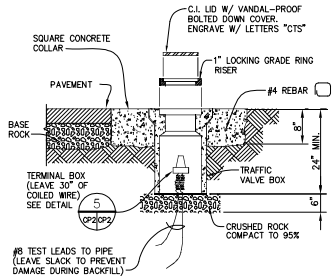
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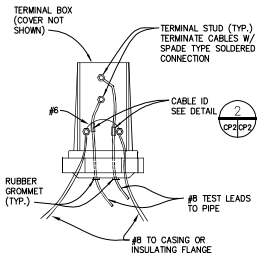

CABLE CONNECTION TO STEEL PIPE DETAIL 1 CP2|CP2
N.T.S.



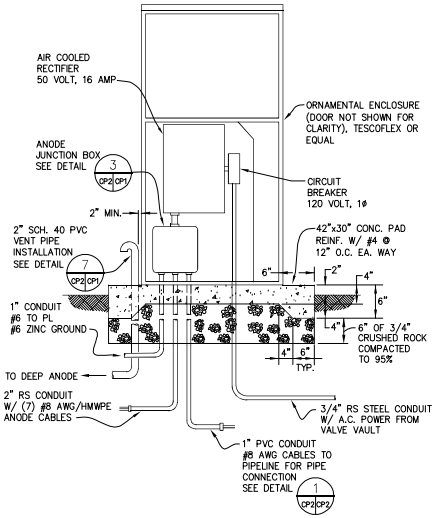

CABLE IDENTIFICATION 2 CP2|CP2
N.T.S.




CATHODIC PROTECTION TEST STATION DETAIL 4 CP2|CP2
N.T.S.

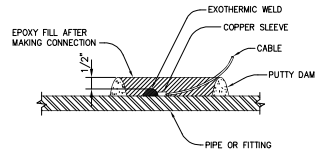



TERMINAL BOX DETAIL 5 CP2|CP2
N.T.S.




RECTIFIER CABINET INSTALLATION (N) 3 CP2
N.T.S.

(PICTORIAL REPRESENTATION OF CONDUIT & CATHODIC PROTECTION ACCESSORY LOCATIONS). LOCATE AS SHOWN ON PLAN DETAIL &/OR AS NECESSARY ACCORDING TO ENGINEER OR CONSTRUCTION MANAGER.




TEST CABLE CONNECTION TO D.I. PIPE 6 CP1|CP2
N.T.S.

NOTES:

1 ALL TEST LEADS AND ANODE LEADS SHALL BE ATTACHED TO THE PIPE BY MEANS OF AN EXOTHERMIC WELD.

2 ALL EXPOSED PORTIONS OF THE EXOTHERMIC WELD AND COPPER CABLE CONDUCTORS SHALL BE COATED WITH AN INSULATING RESIN PRIOR TO PLACING THE DIELECTRIC TAPE WRAP AROUND THE PIPELINE JOINT.

3 ALL TEST LEADS AND ANODE LEADS SHALL BE RUN WITHOUT SPLICES FROM THE CONNECTION AT THE PIPE TO THE CONNECTION AT THE TEST STATION BOX.

4 ALL TEST LEADS AND ANODE TEST LEADS INSIDE THE TEST BOX SHALL BE BUNDLED TOGETHER AT 8 INCH INTERVALS WITH NYLON CABLE TIES. ALL TEST STATION LEADS SHALL BE PROVIDED WITH SUFFICIENT SLACK SO THAT THE TEST BOARD MAY BE EXTENDED A MINIMUM OF 1 1/2 FEET ABOVE THE TOP OF THE TEST BOX.

5 ALL TEST LEADS AND ANODE LEADS SHALL BE COLOR CODED WITH COLORED TAPE AT EACH END AND AT 4 FOOT INTERVALS. COLOR CODE SHALL BE AS INDICATED IN SPECIFICATIONS ZINC RIBBON GROUND CONDUCTORS SHALL BE BARE.

6 ALL TEST LEADS AND ANODE LEADS SHALL BE CONNECTED TO THE BRASS BOLTS ON THE TEST BOARD WITH SOLDERLESS SCREW TIGHT COPPER LUG CONNECTORS OR PRESSURE TERMINAL CONNECTORS.

7 ALL TEST LEADS AND ANODE TEST LEADS SHALL HAVE A MINIMUM OF 1 1/2 FEET OF SLACK NEAR THE PIPE JOINT TO PREVENT DAMAGE DURING THE BACKFILL OPERATION.

8 ALL TEST LEADS AND ANODE TEST LEADS SHALL BE PLACED ALONG THE SIDE AND BELOW THE SPRINGLINE OF THE PIPE.

9 INCREASE THE SIZE OF MOUNTING HARDWARE AS NECESSARY TO ACCOMMODATE TEST LEADS.

10 PROVIDE SUITABLE SHUNTS AND RESISTORS IN TEST BOXES AS NEEDED TO RESTRICT VOLTAGE CURRENT TRANSMISSION TO SUITABLE RANGE TO MEET CATHODIC PROTECTION POTENTIAL AND STRAY CURRENT MITIGATION REQUIREMENTS.

11 EXACT LOCATION OF TEST STATIONS WILL BE DETERMINED BY CATHODIC PROTECTION SPECIALIST OR CORROSION ENGINEER OR CONSTRUCTION MANAGER.

| RECTIFIER AND ANODE BED | | | |
|---|---|---|---|
| IDENTIFICATION TAG | INSTALLATION LOCATION | OUTPUT RATING | NO. OF ANODES |
| 36 | SJSC WTP ENTRANCE ROAD | 16A–30V | – |

**Record Drawing**

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CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

CATHODIC PROTECTION SYSTEM
DETAIL SHEET 2

**RECORD DRAWINGS**

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K/J 985002.02

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## LEGEND

### ABBREVIATIONS

| | |
|---|---|
| A | AMPERES |
| BLDG | BUILDING |
| C | CONDUIT |
| DIA | DIAMETER |
| (E) | EXISTING |
| GALV | GALVANIZED |
| GND | GROUND |
| KVA | KILOVOLT AMPERES |
| L | LENGTH |
| LTG | LIGHTING |
| MCC | MOTOR CONTROL CENTER |
| MIN | MINIMUM |
| MTD | MOUNTED |
| MV | MOTOR OPERATED VALVE |
| (N) | NEW |
| NEMA | NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION |
| P | POLE |
| PG&E | PACIFIC GAS AND ELECTRIC |
| PNL | PANEL |
| RCPT | RECEPTACLE |
| REQD | REQUIRED |
| SHT | SHEET |
| SPECS | SPECIFICATION(S) |
| TYP | TYPICAL |
| V | VOLT |
| W | WIDTH, WIRE |
| XFMR | TRANSFORMER |

### SYMBOLS

- EXPOSED CONDUIT
- 1"C-6#10 — CALLOUT INDICATING CONDUIT SIZE, NUMBER OF WIRES AND WIRE SIZE
- UNDERGROUND CONDUIT
- CIRCUIT BREAKER, 3 POLE EXCEPT WHERE NOTED. RATING IN AMPERES.
- POWER OR DISTRIBUTION TRANSFORMER RATING AS NOTED
- (1) MOTOR, NUMBER INDICATES HORSEPOWER
- (WH) WATTHOUR METER

| | | | |
|---|---|---|---|
| MAIN BREAKER | AIR COMPRESSOR #1 | MCC-1A | PANEL "LB" |
| | V.O. #1 | | CPT PRIMARY |
| DRY WELL SUMP PUMP | V.O. #1 SUMP PUMP | AIR COMPRESSOR #2 | |
| LIGHTING PANEL "L" | MAGMETER SUMP PUMP | V.O.#3 | |
| | V.O.#2 | BLANK | |
| V.O. #3 SUMP PUMP | V.O. #2 SUMP PUMP | | |

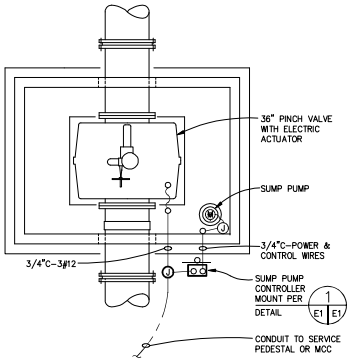
V.O. = VALVE OPERATOR

## ⚠ MCC-1 IN PUMP BUILDING - MODIFICATIONS

SCALE: NONE

⚠ NOTE:

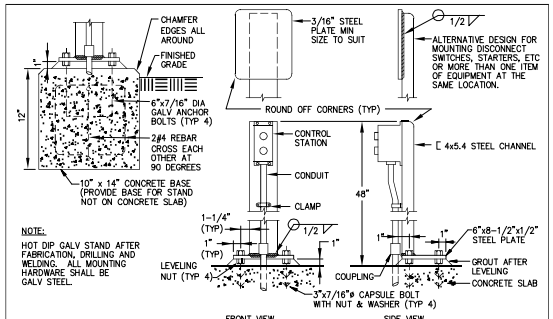
1. THE POWER TO THE MAGMETER COMES FROM THE CONTROL ROOM CONSOLE TERMINAL STRIP POSITION "FU2" AND THE CHART RECORDER POWER IS POSITION "FU3".




## TYPICAL PINCH VALVE VAULT

SCALE: 1/4"=1'-0"

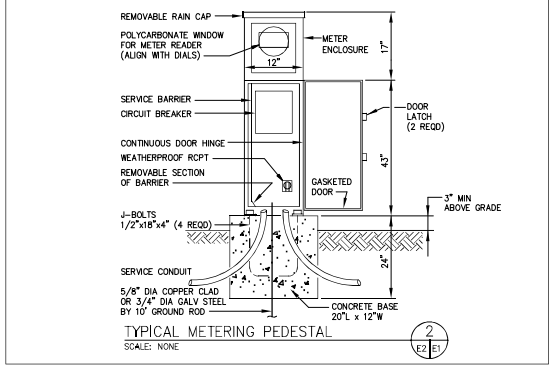



## EQUIPMENT MOUNTING STAND

SCALE: NONE

E1, E2 E1




## TYPICAL METERING PEDESTAL

SCALE: NONE

E2 E1

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CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
LEGEND, PLANS AND DETAILS

RECORD DRAWINGS

Kennedy/Jenks Consultants
Palo Alto, California
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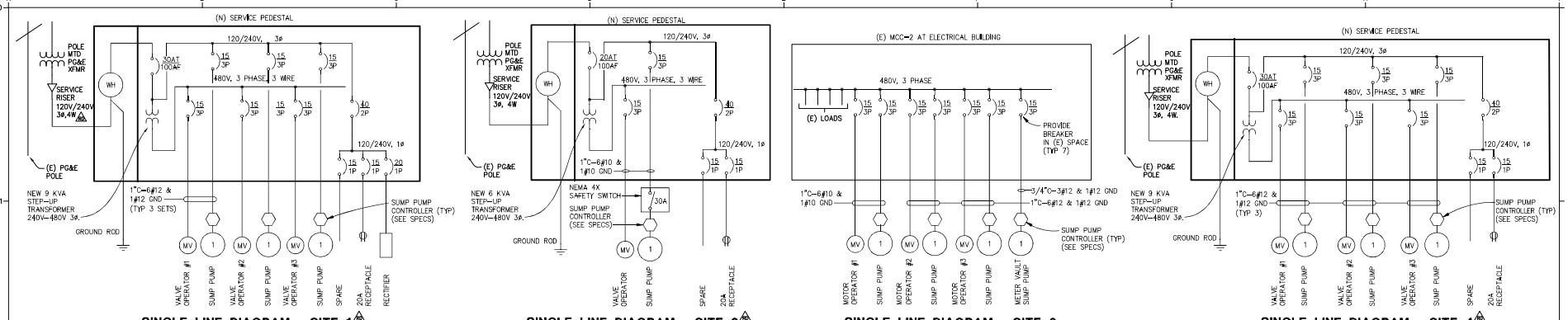
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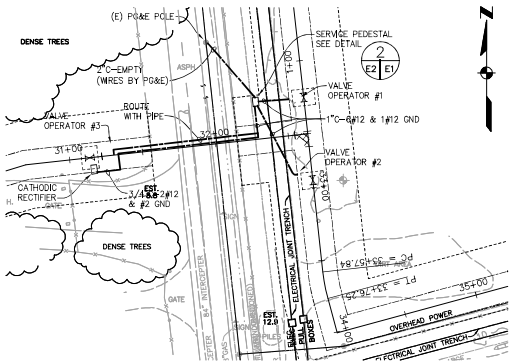



**SINGLE LINE DIAGRAM - SITE 1**
NOT TO SCALE

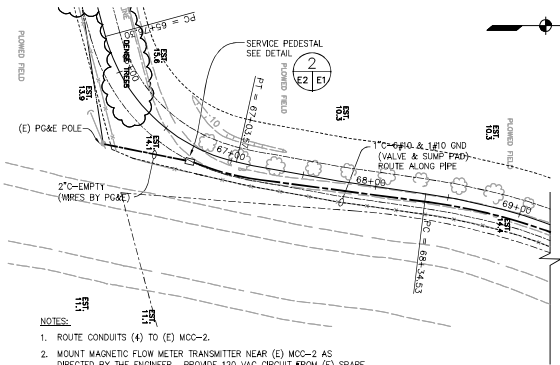
**SINGLE LINE DIAGRAM - SITE 2**
NOT TO SCALE

**SINGLE LINE DIAGRAM - SITE 3**
NOT TO SCALE

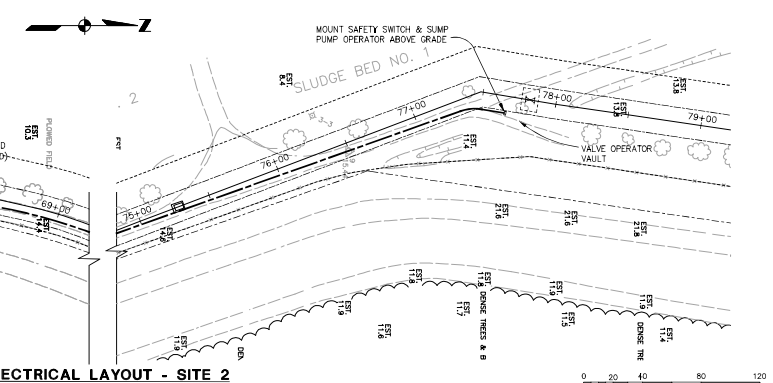
**SINGLE LINE DIAGRAM - SITE 4**
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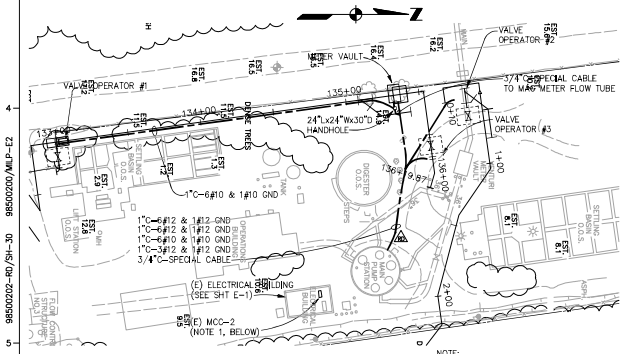

**ELECTRICAL LAYOUT - SITE 1**
SCALE: 1"=40'




NOTES:
1. ROUTE CONDUITS (4) TO (E) MCC-2.
2. MOUNT MAGNETIC FLOW METER TRANSMITTER NEAR (E) MCC-2 AS DIRECTED BY THE ENGINEER. PROVIDE 120 VAC CIRCUIT FROM (E) SPARE CIRCUIT LA-21. PROVIDE 3/4"C-2#12 FROM (E) PANELBOARD LA TO MAGMETER TRANSMITTER AND CHART RECORDER.
3. PROVIDE 3/4"C-1#16 TWISTED SHIELDED PAIR FROM MAGMETER TRANSMITTER TO CHART RECORDER.
4. MOUNT SUMP PUMP CONTROLLER ABOVE GRADE ON EQUIPMENT STAND. SEE DETAIL 1 ON SHT E1.

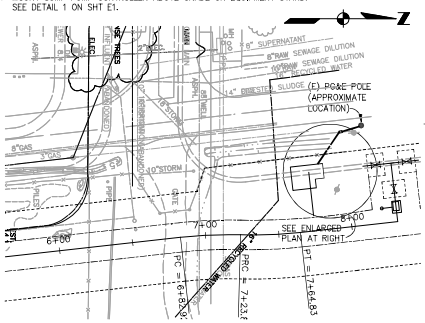



**ELECTRICAL LAYOUT - SITE 2**
SCALE: 1"=40'

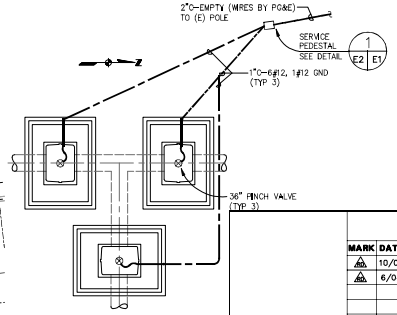



**ELECTRICAL LAYOUT - SITE 3**
SCALE: 1"=40'

NOTE:
1. USE SPARE CIRCUITS LA-21 AND 23 FOR SUMP PUMPS. PANEL LA IS LOCATED NEAR MCC-2. PROVIDE J-BOX.




**ELECTRICAL LAYOUT - SITE 4**
SCALE: 1"=40'




**PLAN**
SCALE: 3/32"=1'-0"

**Record Drawing**

These Record Drawings have been prepared based on information provided by the contractor and others. Kennedy/Jenks Consultants has not verified the accuracy or completeness of the information provided to them and does not warrant the accuracy or completeness of these Record Drawings. Users of these Record Drawings assume all risk of loss resulting from their use.

| REVISIONS | | | |
|---|---|---|---|
| MARK | DATE | BY | DESCRIPTION |
| 2 | 10/02 | TEY | RECORD DRAWING |
| 1 | 6/04 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
PRELIMINARY ELECTRICAL LAYOUTS AND SINGLE LINE DIAGRAMS

**RECORD DRAWINGS**

Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

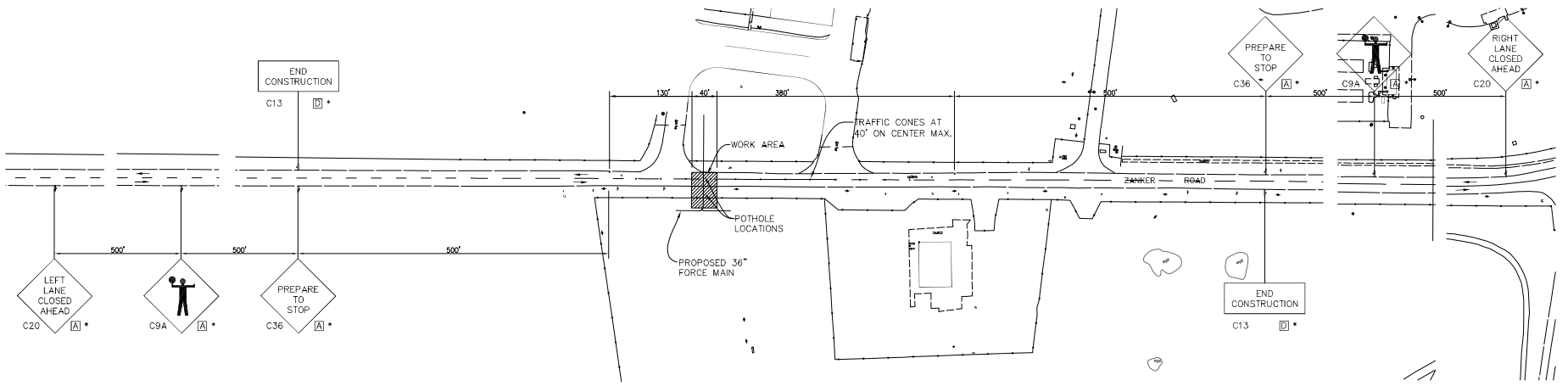
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SCALES | FIELD DATA
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VERT. | PAGE

RECOMMENDED BY: DATE:
APPROVED BY: DATE:

PROJECT NO.
FILE
SHEET 30 OF 32

98502202-RD/SH-30 98502000/MILP-E2

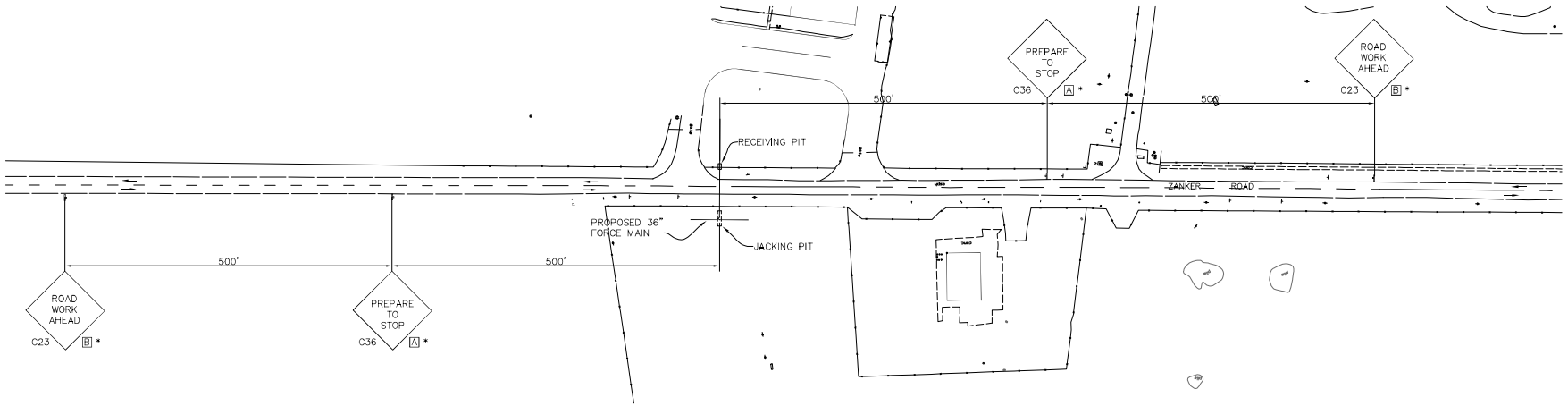
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NOTE: SIGNING SHOWN IS FOR CLOSURE OF SOUTH BOUND LANE. REVERSE SIGNING WHEN CLOSING NORTHBOUND LANE.

ZANKER ROAD POTHOLING

0 40 80 120
1"=80'




ZANKER ROAD BORING AND JACKING

0 40 80 120
1"=80'

**LEGEND**

- TRAFFIC CONE
- PORTABLE SIGN
- DIRECTION OF TRAVEL
- SIGNS TO BE REMOVED WHEN NO CONSTRUCTION IS OCCURING

**MINIMUM SIGN PANEL SIZE**

| | |
|---|---|
| A | 36" x 36" |
| B | 48" x 18" |
| C | 48" x 48" |
| D | 48" x 18" |

**NOTES**

1. ALL SIGNING TO BE IN CONFORMANCE WITH CALTRANS MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES.

**Record Drawing**

These Record Drawings have been prepared based on information provided by the contractor and others. Kennedy/Jenks Consultants has not verified the accuracy or completeness of the information provided to them and does not warrant the accuracy or completeness of these Record Drawings. Users of these Record Drawings assume all risk of loss resulting from their use.

**REVISIONS**

| MARK | DATE | BY | DESCRIPTION |
|---|---|---|---|
| 1 | 10/02 | TEY | RECORD DRAWING |

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT

PARALLEL FORCE MAIN
TRAFFIC CONTROL

**RECORD DRAWINGS**

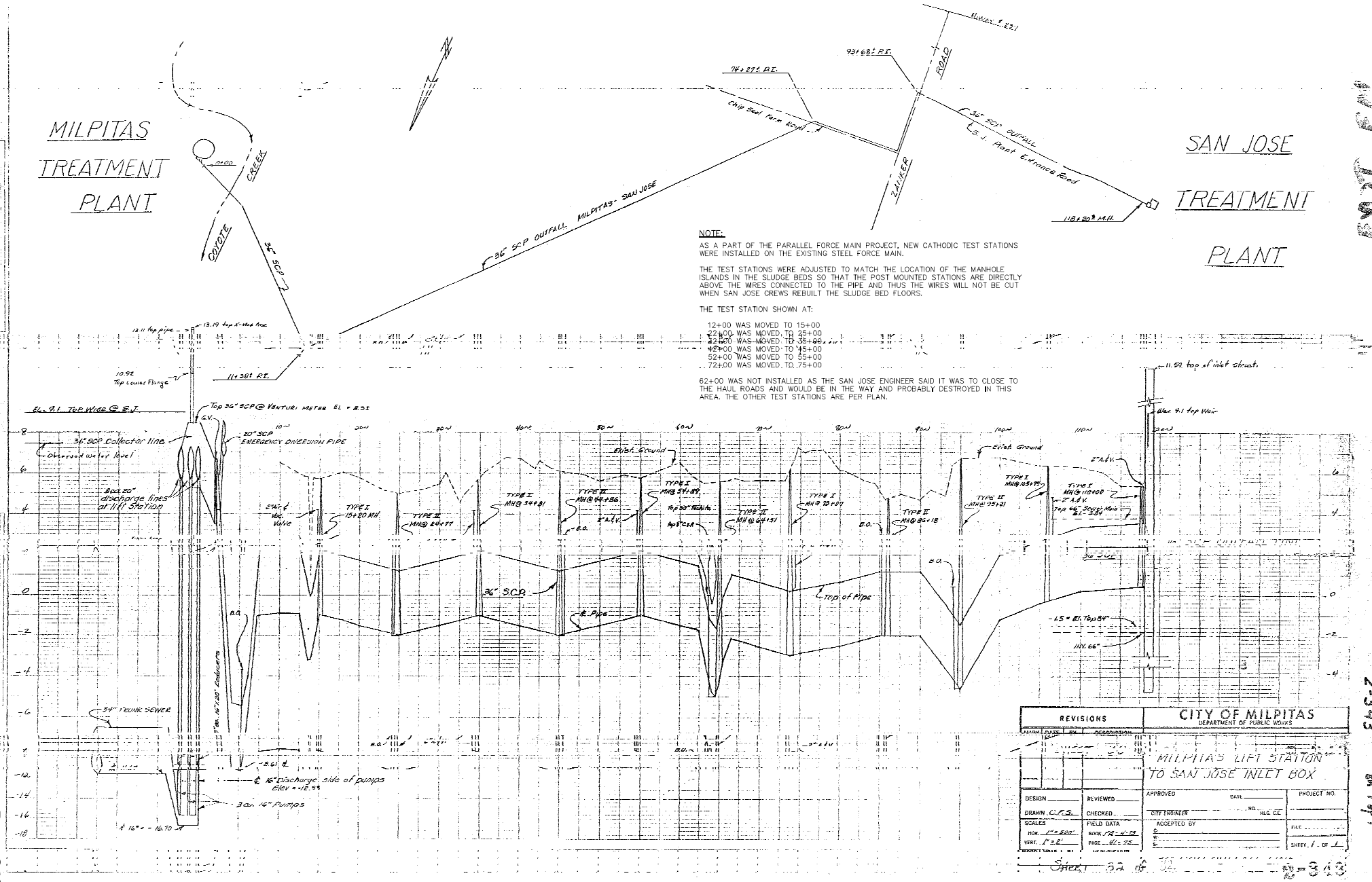
Kennedy/Jenks Consultants
Palo Alto, California
K/J 985002.02

DESIGN ASY/TEY
DRAWN LLK
SCALES
HOR. 1"=80'
VERT. N/A
REVIEWED
CHECKED TEY
FIELD DATA
BOOK
PAGE

RECOMMENDED BY: DATE:
APPROVED BY: DATE:

PROJECT NO.
FILE
SHEET 31 OF 32

Docusign Envelope ID: F88B877D-FEA5-402B-AB23-3ABFEC031649

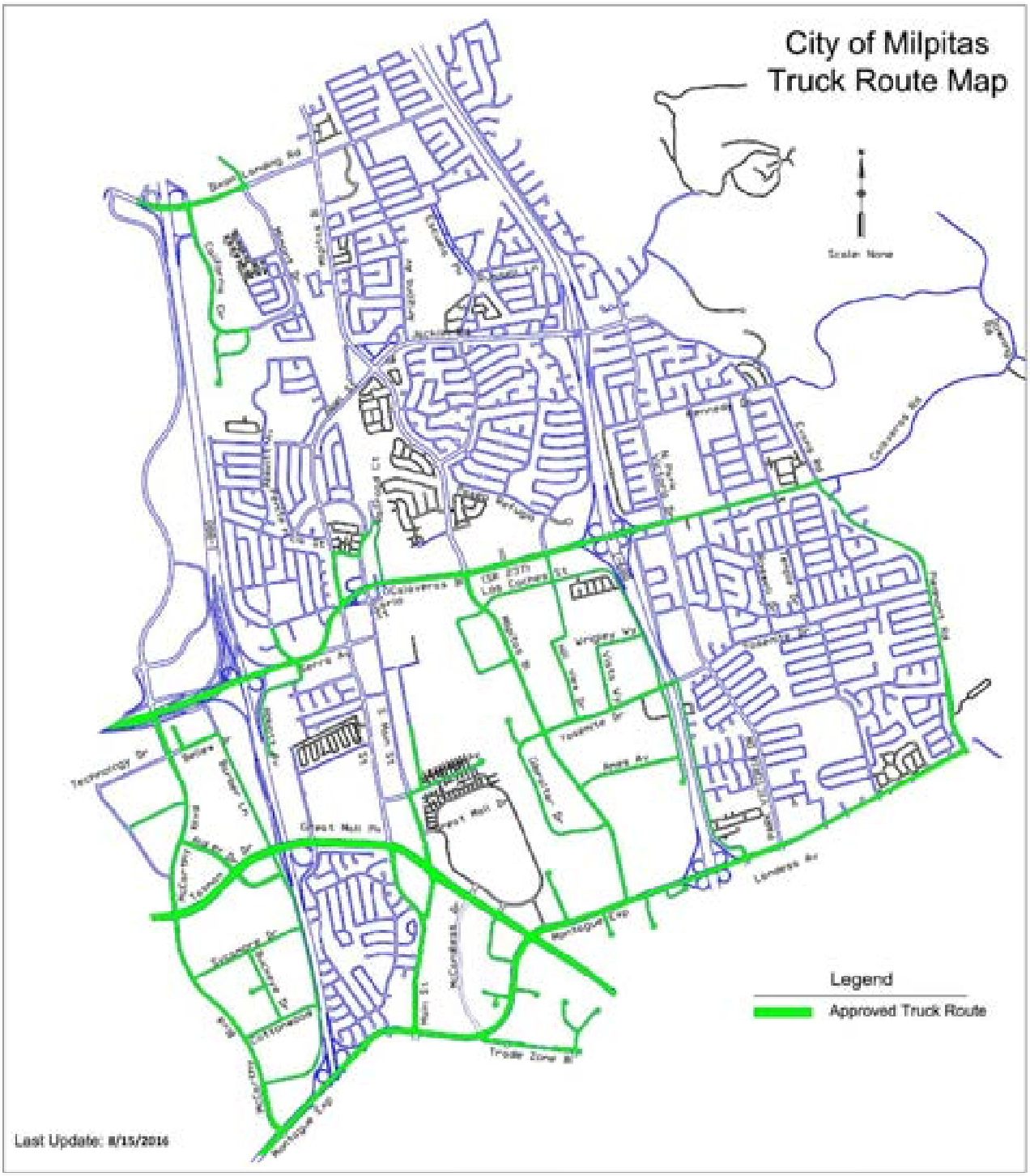


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# APPENDIX "A"
# CITY STANDARD FORMS

The contractor shall submit the required documents using the City forms shown in Appendix A

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# SPECIAL EQUIPMENT PLATE

- Photograph of the vehicle **not** to exceed 8 1/2" x 11";
- SE fee.

Final determination of eligibility is based upon review of the application and the photograph. Proof of ownership and verification of the identification number are not required to obtain an SE plate.

### *Why a vehicle may not qualify for an SE plate*

The following list presents examples of why a vehicle may not qualify. This is not a complete list of reasons.

- A vehicle that is **not** oversized or overweight would **not** qualify for an SE plate. (An oversized or overweight vehicle would require a permit issued by the Department of Transportation (DOT) to move it unladen over the highways and, therefore, would qualify for an SE plate.)
- A water well-drilling vehicle that is **not** oversized or overweight would **not** qualify for an SE plate. (An oversized or overweight well-drilling vehicle would require a permit issued by the DOT to move it unladen over the highways and, therefore, would qualify for an SE plate.)
- Self-propelled special mobile equipment.
- Auxiliary dollies.
- Special construction equipment used less than 51 percent of the time for highway construction work or railroad right-of-way.
- Farm trailer with a GVW over 10,000 pounds.
- Farm vehicle **not** being used solely to transport agricultural products and is operated on the highways for a distance greater than one mile.
- Photograph submitted shows that the vehicle is designed to carry property and is **not** designated in the *Vehicle Code* as an implement of husbandry or special mobile equipment.

**NOTE:** For registration fees, see the brochure, *Registration Related Fees* (FFVR 34). Because fees are subject to change, visit our website at ***www.dmv.ca.gov*** for the most current information or call DMV toll free at 1-800-777-0133.

## Try These Service Options

**Key *www.dmv.ca.gov* for service 24/7:**

- Renew your vehicle registration (see your renewal notice for the RIN-Renewal ID Number)
- Renew your driver license (see your renewal notice for the RIN)
- Take a sample driver license test
- Order special plates
- Get forms, brochures, and handbooks
- Find answers to your questions
- Make appointments (except commercial driving test)
- Calculate registration fees

**Call 1-800-921-1117 for DMV's Automated Voice Recognition service 24/7:**

- Make appointments (except driving test*)
- Pay registration renewals (see your renewal notice for the RIN-Renewal ID Number)

**Call 1-800-777-0133 for service 24/7:**

- Get forms and publications
- Listen to general information
- Make appointments (except driving test*)

***To make a driving test appointment or speak with a technician,*** call 1-800-777-0133 during normal business hours

- Between 8-5, Mon., Tues., Thurs., & Fri.
- Between 9-5 on Wednesdays

# SPECIAL EQUIPMENT

# FAST FACTS







DMV

*A Public Service Agency*

*Visit our website at www.dmv.ca.gov*

FFVR19 (REV. 10/2006)

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# Special Equipment (SE) Registration

### *What is Special Equipment?*

Certain specialized vehicles, which are sometimes operated on the highway, fall under the definition of Special Equipment (SE) and are exempt from regular registration. This category includes special construction equipment, cemetery equipment, special mobile equipment, logging equipment, implements of husbandry, and cotton or farm trailers. (See California *Vehicle Code* §§5011, 5015, 5016.)

### *When SE registration is issued*

SE registration is issued to qualified vehicles as outlined in this brochure. The owner of a qualifying vehicle is issued an SE plate and an identification card. A title is not issued to vehicles with SE registration; however, the owner may apply for a Certificate of Title as a separate transaction. You may obtain the Application for Title or Registration form (REG 343) at *www.dmv.ca.gov* or by calling 1-800-777-0133.

### *When SE registration is required*

A special equipment identification plate is:

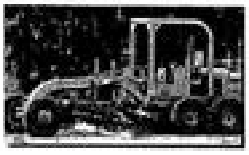
- **Required** for special construction equipment, special mobile equipment, cemetery equipment, and logging vehicles (VC §5011);
- **Required** for cotton trailers, farm trailers, water tanks, oversize feed and seed motor vehicles, automatic bale wagons, and cotton module movers (VC §36101);
- **Optional** for implements of husbandry and farm tractors (VC §36115).

## *Special Equipment definitions*

**Special Construction Equipment (VC §565)**

A special construction vehicle is one that is used more than 51 percent of the time for highway construction, occasionally moves over the highways, and is oversize or overweight. This vehicle also requires special permits issued by the Department of Transportation—or local authorities—because of its size.

Special construction equipment includes any legal size (not requiring a special permit) vehicle used primarily for highway grading, paving, earth moving, or other highway or railroad right-of-way work. These vehicles are not designed for transporting persons or property and are only occasionally operated or moved over a highway.



EARTH MOVING EQUIPMENT

**Special Construction Exclusions**

Special construction equipment does **not** include truck-mounted transit mixers, cranes, shovels, and dump trucks that are not oversize or overweight, or any commercial vehicle **not** specified in VC §565 to which machinery has been attached (VC §570).

**Special Mobile Equipment (VC §575)**

Special mobile equipment is **not** self-propelled, **not** designed or used primarily for transporting persons or property, and only incidentally operated or moved over the highways. Some examples of special mobile equipment are *generators*, log splitters, tar pots, chippers, cement mixers, and welders.



CEMENT MIXER

**Logging Vehicle (VC §379)**



LOG LOADER

A logging vehicle is one used exclusively in logging operations and is not designed for transporting persons or property on a highway.

**Cemetery Equipment (VC §4012)**

Cemetery equipment is a vehicle, implement, or equipment specifically designed or altered for maintenance or operation of cemetery grounds and only incidentally operated or moved on a highway.

**Implements of Husbandry (VC §§36000, 36015)**

A vehicle used exclusively in the conduct of agricultural operations is an implement of husbandry.

Implements of husbandry include any farm tractor that is used to draw a farm trailer carrying farm produce on a highway, or to draw a trailer or semitrailer carrying other implements of husbandry between farms, or from a farm to a processing or handling point and returning with or without the trailer.

**NOTE:** An implement of husbandry does **not** include a vehicle designed primarily for transporting persons or property on the highways unless specified in the *Vehicle Code*.

**Farm Trailer (VC §§36109, 36010)**

A "farm trailer" is either a trailer or semitrailer that is **never** more than 10,000 lbs. gross vehicle weight (GVW*) and is:

- Owned and operated by a farmer in agricultural operations, and used exclusively to transport agricultural products upon the highway to and from the point of first handling

  OR

- Owned, rented, or leased by a farmer in agricultural operations and
  - — equipped with rollers on the bed with a frame **not** more than 10 inches high;
  - — used exclusively to transport fruits and vegetables;
  - — manufactured and in use prior to January 1, 1997.

*GVW is the weight of the trailer and the load.

### *How to obtain an SE identification plate*

To obtain an SE plate and identification card, the following is required:

- Application for Identification Plate (REG 88), which includes the vehicle make, identification number, body type, and certification of the vehicle use;

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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.

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"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)

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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

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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.)

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**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

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**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

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**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:_____

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# MATERIAL/PRODUCT SUBSTITUTION REQUEST

To: Shah Kawasaki Architects

Project Name: _____

Request Number: _____

A. We hereby submit for your consideration the following product instead of the specified item:

1. Section _____ Sub-Article _____
2. Specified Item _____
3. Proposed Substitution (Manuf., Type, Model, etc.)_____

_____

B. Complete following:

1. We propose to provide Owner cost credit (including costs for changes by other trades) of

_____

2. Does this substitution offer earlier delivery or less construction time? Yes No

   a. If yes, how much and why? _____ (hours/days/weeks)

3. How does this substitution affect any dimensions, layout, or details of other trades as shown on Drawings?
4. Has this substitution been coordinated with remainder of Project?
5. What are the specific differences between this substitution and specified item?

_____

_____

6. What impact does this product have on LEED requirements?

_____

C. Attach following items as applicable. Check if attached.

1. Manufacturers' technical data. ___
2. Laboratory test or performance results. ___
3. Drawings and wiring diagrams of proposed product. ___
4. Drawings and description of changes required by other trades. ___
5. Samples. ___
6. Manufacturer's guarantee and maintenance instructions. ___
7. LEED submittal information. ___

D. The undersigned agrees to pay for all design, testing, changes in Contract Documents, and construction as result of acceptance of this substitution, at no additional cost to Owner.

E. Submitted by (Firm) _____

Signature _____ Date _____

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# SUBMITTAL COVER SHEET

SUBMITTAL NO. :_____ DATE SUBMITTED:

PROJECT:_____ PROJECT #: _____

**FROM: GENERAL CONTRACTOR**

_____

_____

_____

Phone #:_____

TO: CITY OF MILPITAS
ENGINEERING DIVISION
455 E. CALAVERAS BLVD.
MILPITAS, CA 95035
Attn._____

| Item Required | Specification Section/Plan Sheet | Submittal Description | Check If Substitution or Exception | Comment / Date |
|---|---|---|---|---|
| 1 | | | ☐ | |
| 2 | | | ☐ | |
| 3 | | | ☐ | |
| 4 | | | ☐ | |

I certify that this submittal is in conformance with the requirements of the Contract Documents and is not in conflict with other submittals. Any proposed submittal substitution or exception is fully indicated within the submittal, and the proposed substitution or exception is in compliance with the Contract Documents.

_____
General Contractors Signature

## DESIGN CONSULTANT RESPONSE:

Date Received:

_____

_____

_____

_____

Reviewer:_____ Date Transmitted to City: _____

## CITY RESPONSE:

Date Received:_____

☐ NO EXCEPTIONS NOTED – The City does not find any exceptions to the submittal, relying solely upon information provided in the submittal including the contractor's certification, and subject to its compatibility with future submittals and additional partial submittals for portions of the work not covered in this submittal. Does not constitute acceptance or deletion of specified or required items not shown in a partial submittal.

☐ MAKE CORRECTIONS NOTED – The same as above, except that minor corrections as noted by the Engineer shall be made by the Contractor. No resubmittal is required.

☐ REVISE AND RESUBMIT – Rejected due to noncompliance with the requirements of the project plans and Specifications because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Engineer.

☐ SUBMIT SPECIFIED ITEM – Submittal is rejected because the submitted material does not conform to the requirements of the project plans and specifications in major respects. This material is not to be resubmitted, and it is expected that the material specified in the project plans and specifications be submitted.

City Reviewer:_____ Date:_____

Docusign Envelope ID: F68BB77D-FEA5-402B-AB23-3ABFEC031649

# REQUEST FOR INFORMATION

RFI #: _____ DATE CREATED: _____

PROJECT:_____ PROJECT #: _____

**FROM: GENERAL CONTRACTOR**

_____

_____

_____

Phone #:_____

TO: CITY OF MILPITAS
ENGINEERING DIVISION
455 E. CALAVERAS BLVD.
MILPITAS, CA 95035

ATTN.: _____

**Subject:**_____

**INFORMATION REQUESTED:** **Date Required:** _____

Specification/Plan Sheet Reference: _____

_____

_____

_____

I certify that this is not a frivolous Request For Information and that I have completely reviewed all project Contract Documents and to the best of my professional judgment have determined that the information requested is not obvious or found.

_____
General Contractor Signature

**DESIGN CONSULTANT RESPONSE:** **Date RFI Received:** _____

_____

_____

_____

_____

Response by_____ Date Answered_____

**CITY RESPONSE:** **Date RFI Received:**_____

_____

_____

_____

Response by_____ Date Answered:_____

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## NOTICE OF NON-COMPLIANCE

Date & Time Issued:_____

To: _____

_____

_____

Project:_____ Project Number: _____

In accordance with General Conditions of the Project Specifications, you are hereby notified that the following work is defective and does not comply with the requirements of the Project Contract Documents: _____

_____

_____

_____

_____

_____

_____

Work found to be defective or not in compliance with the Contract Documents shall not be paid for by the City, and it shall be the Contractor's responsibility to remove and replace the defective Work at no additional cost to the City. The Contractor shall determine what corrective action is necessary to bring the Work into compliance, and shall notify the Engineer prior to starting corrective action.

City Project Manager:_____

City Inspector: _____

**Notice of Non-Compliance was received by:** _____/_____/_____

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**FIELD MEMORANDUM**

Date: _____ Page 1 of ___

To: _____

From: _____

Project: _____

Subject: _____

_____

_____

_____

_____

_____

_____

_____

Disclaimer:
All work shall be done in accordance with the Contract Documents. The written direction above provides clarification only. The Contractor acknowledges that any additional cost shall be authorized in advance in a fully executed Contract Change Order.

_____
Signature

CC: _____
_____
_____

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# 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. | | |
| | | | | |

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# 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

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default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant in Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

City Manager
Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

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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 |

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## 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: _____

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**City of Milpitas**
455 E. Calveras Boulevard
Milpitas, California 93035

# CHANGE ORDER FORM

## CONTRACT CHANGE ORDER NO. __

Date: [INSERT]

To: [CONTRACTOR NAME]

[ADDRESS]

[ADDRESS]

Attn: [CONTRACTOR REP]

Project: [INSERT]

This Change Order covers changes to the contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for the amount agreed upon between the Contractor and City of Milpitas and set forth herein.

| Item No. | Description of Changes | Increase/ (Decrease) in Contract Amount | Contract Time Extension, Days |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| | **Totals** | **$** | |

| | |
|---|---|
| Original Contract Amount: | $XX.00 |
| Change by Previous Change Order(s): | $XX.00 |
| Contract Price Prior to this Change Order: | $XX.00 |
| Current Change Order Amount: | $XX.00 |
| Revised Contract Amount including this Change Order: | $XX.00 |

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The Contract Price and Contract Time shall be adjusted as set forth above. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the City.

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Accepted:

| | |
|---|---|
| (Signature) Contractor's Authorized Representative | Date |

Recommended:

| | |
|---|---|
| (Signature) [**INSERT NAME, TITLE**] | Date |

Approved:

| | |
|---|---|
| (Signature) [**INSERT NAME, TITLE**] | Date |

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the City of Milpitas.

Contract Change Order #

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# 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 | 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.

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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

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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

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# CONSTRUCTION CHANGE DIRECTIVE NO: ___

City of Milpitas
Engineering Division

Project Name Project No: _____ PAGE 1 of

TO:_____

FROM:_____ DATE: _____

SUBJECT/ITEM:
_____

DESCRIPTION:

References:

Attachments:

CONSTRUCTION CHANGE DIRECTIVE INSTRUCTIONS:

☐ The Contractor is directed to proceed with the above-described work without change in contract price.

☐ The Contractor is directed to proceed with the above-described work and submit within the next 14 calendar days an itemized lump sum price and requested time extension, if any, to facilitate the review and settlement of this CCD in accordance with the Contract Documents. The cost of the work covered by this directive shall not exceed $. In the event that the cost of this work is anticipated to exceed the amount above, the Contractor will notify the City/Agency in writing and obtain additional authorization before proceeding.

☐ The Contractor is directed to proceed with the above-described work on a time and material basis with a Not-To-Exceed Amount of $0. Itemized time and material documentation shall be provided on a daily basis in accordance with the Contract Documents.

☐ The Contractor shall be paid at bid item prices for the work performed.

☐ The Contractor is directed to provide pricing for the above-described work within the next 7 calendar days. The Contractor shall not proceed with the work until authorized by written Contract Change Order.

| AUTHORIZED BY: | | ACKNOWLEGEMENT OF RECEIPT: | |
|---|---|---|---|
| City of Milpitas | | | |
| OWNER | | CONTRACTOR: | |
| BY: | | BY: | |
| SIGNED | DATED | SIGNED | DATED |

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# APPENDIX “B” – RIGHT OF ENTRY

# RIGHT OF ENTRY AGREEMENT
# BETWEEN
# THE CITY OF SAN JOSE
# AND
# THE CITY OF MILPITAS

**THIS RIGHT OF ENTRY AGREEMENT ("AGREEMENT")** is made this ____ day of _____ 2026, by and between the City of Milpitas, a California municipal corporation ("MILPITAS"), and the City of San José, a California municipal corporation ("CITY").

## RECITALS

A. **WHEREAS,** CITY operates the San José-Santa Clara Regional Wastewater Facility in the City of San José, County of Santa Clara, State of California, ("RWF"); and

B. **WHEREAS,** MILPITAS desires to enter CITY properties: Residual Sludge Management (RSM) and San Jose/Santa Clara Regional Wastewater Facility (RWF) Operation Areas, within APN: 015-31-008, 015-31-023, 015-31-050, 015-31-044, 015-31-063 and 015-31-024 (collectively, the "Properties") for the purpose of replacing existing Air Release Valves (ARV's) on its sanitary sewer system in particular their Force Main "B", known as the Force Main-B ARV Replacement Project, CIP project #6124; and

C. **WHEREAS,** CITY is permitting MILPITAS employees, agents, contractors, and consultants to enter the Properties as described in Exhibit A, attached hereto and incorporated herein;

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, MILPITAS and CITY agree as follows:

1. Right of Entry. CITY hereby grants to MILPITAS, its employees, agents, contractors, and consultants, a temporary, revocable, non-assignable, and non-exclusive right of entry as hereinafter described, subject to all licenses, easements, leases, encumbrances and claims of title affecting CITY's Properties ("Right of Entry").

2. Purpose. Subject to the limits herein stated, the Right of Entry granted herein is a right to enter onto CITY's Properties for the purpose of replacing ARV's No. 1,2,3,4,5 & 7 on the sanitary sewer Force Main "B" system, specifically to perform site visits and construction of Air Release assemblies and concrete pads, as outlined in detail in **Exhibit A** of this Agreement.

3. Term of Agreement. Subject to the termination provision set forth in Section 5 below, the term of the Agreement shall begin upon execution by the CITY and be for a period of one year, commencing upon written notice from MILPITAS, that shall be provided two (2) weeks prior to MILPITAS's planned right of entry.

4. Terms and Conditions. The Right of Entry is given subject to the following terms and conditions:

   4.1 MILPITAS acknowledges its right of entry will be limited to the areas designated on **Exhibit A**, as described in detail in Recital B above.

   4.2 Compliance with Laws. MILPITAS and its officers, employees, contractors, agents, and invitees shall comply with all applicable local, state, and federal laws and regulations including those laws which govern worker health and safety and reporting the use, handling, treatment, removal, or disposal of toxic or hazardous substances, materials or wastes, including without limitation all substances described in the definition of Hazardous Materials set forth in **Exhibit B** attached hereto and incorporated herein, which may exist on CITY's Properties (hereinafter "Hazardous Materials"). MILPITAS shall obtain all necessary permits, licenses, and approvals, from the relevant agencies having jurisdiction and comply with all current laws, ordinances, orders, rules, regulations and permits to perform the work hereunder and shall comply promptly with all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulation, ordinance or other such valid governmental decrees with respect to its use of the Properties pursuant to this Agreement. MILPITAS shall conduct their operations on the CITY's Properties so as to avoid unfavorable impact upon the environment; shall comply with all applicable provisions of the Environmental Quality Act of 1970 (California Public Resources Code, Sections 21,000, et. seq.); and shall take all required steps to minimize dust and noise in conformance with neighborhood and governmental standards. Prior to proceeding with any work, MILPITAS shall confirm the existence and location of any buried utilities by coordinating with applicable parties and regulators, including but not limited to, the applicable Underground Service Alert (USA) (DigAlert) notification center and RWF staff.

   4.3 As-Is Condition and Assumption of Risk. MILPITAS accepts the condition of the Properties as-is and with all faults and acknowledges that: i) CITY is under no obligation to provide any additional preparations, improvements, utilities, or equipment to the Properties prior to use by MILPITAS, and ii) MILPITAS's use of the Properties is entirely at its own risk. Without limiting the generality of the foregoing, MILPITAS acknowledges that it shall be solely responsible for instituting and carrying out security measures on the Properties to prevent vandalism or theft (which measures, if any, shall be subject to the prior written approval of CITY), and that CITY shall not be responsible for providing any security at the Properties and shall not be liable for any vandalism or theft that may occur on the Properties. For avoidance of doubt, MILPITAS

acknowledges that its use of the Properties shall be at its own risk and that MILPITAS shall be responsible for all costs, risk or liability that occurs or arises during or as a result of its use or occupancy of the Properties.

4.4 Release and Waiver. To the maximum extent permitted by law, MILPITAS on behalf of itself and its employees, owners, members, officers, agents, contractors and invitees, waives and releases CITY and its officers, employees and agents from any and all liability that occurs on the Property that is suffered by MILPITAS for any injury suit, action, claim, demand, loss, damage, or liability for damages of any kind or nature, whether for loss of or damage to property, or injury to or death of persons, and whether or not known or suspected (collectively "Claims"), which may arise out of use of the Property by MILPITAS except such loss or damage as is caused by the sole active negligence or willful misconduct of CITY, its officers, employees or agents acting in their official capacities and acting within the scope of their official duties. The foregoing shall include any loss, damage, claim, or liability for damages or injury caused by or resulting from MILPITAS' introduction or generation of Hazardous Materials, as defined in **Exhibit B**, on the Property, or the creation of increased hazard to the public from existing materials arising from the use of the Property by MILPITAS. However, MILPITAS shall not be responsible for any cleanup of Hazardous Materials not caused, generated or disturbed by MILPITAS.

4.5 Indemnification. To the maximum extent permitted by law, MILPITAS shall indemnify, defend, and hold harmless CITY and its officers, employees and agents against any and all claims, resulting from or arising out of MILPITAS's or any MILPITAS Party's use of the Properties, including, but not limited to, entries of MILPITAS or any MILPITAS Party, except such loss or damage as is caused by or arises out of the sole active negligence or willful misconduct of CITY, its officers, employees or agents acting in their official capacities and acting within the scope of their official duties. The foregoing shall include, but not be limited to, any claims resulting from MILPITAS's or any MILPITAS Party's introduction or generation of Hazardous Materials, including but not limited to the creation of increased hazard to the public from existing materials arising from the entries of MILPITAS or any MILPITAS Party.

4.6 Survival. The provisions of subsections 4.3, 4.5, and 4.10 shall survive expiration or termination of the Right of Entry as to liabilities and other claims arising out of events that occur prior to the later of: (i) expiration or termination of the Right of Entry or (ii) the date MILPITAS vacates the Properties and restores it to its original condition and free of hazards.

4.7 Insurance. Prior to the execution of this Agreement, MILPITAS shall provide CITY with certificates of insurance acceptable to CITY, showing CITY as an additional insured party as to all insurance coverage provided by MILPITAS concerning use of the CITY's Properties. Insurance Coverage shall meet, at a

minimum, the requirements set forth in **Exhibit C** attached hereto and incorporated herein. Subject to review and approval by City Risk Management, a letter of self-insurance from MILPITAS may be provided in lieu of this requirement.

**MILPITAS ACKNOWLEDGES THAT IT IS AWARE THAT EXERCISE OF THE RIGHTS GRANTED MAY EXPOSE ITS EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES TO INHERENTLY DANGEROUS ACTIVITIES CONDUCTED BY THE CITY ON THE CITY'S PROPERTIES INCLUDING EXPOSURE TO POTENTIALLY HAZARDOUS MATERIALS, AND MILPITAS IS VOLUNTARILY EXERCISING THE RIGHTS HEREBY GRANTED WITH KNOWLEDGE OF THE DANGER INVOLVED AND EXPRESSLY WAIVES AND RELEASES CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL LIABILITY ARISING OUT OF MILPITAS' PRESENCE ON CITY'S PROPERTIES.**

4.8 No Grant; Limited to the Properties. The Right of Entry constitutes a revocable license; nothing herein shall be construed as a grant of title or any interest in the Properties. MILPITAS's use of the Properties shall only include the area as shown in **Exhibit A**.

4.9 No Admission of Liability. Nothing herein shall be construed as an admission of liability by CITY of its responsibility as to any Hazardous Materials that may be found on the Properties, nor, except as expressly provided herein, as an admission of liability by MILPITAS as to any Hazardous Materials which may be found on the Properties.

4.10 Restoration of Properties. Prior to the termination date of this Right of Entry, MILPITAS shall restore the Properties as closely as possible to their original condition and repair any damage caused pursuant to this Agreement by MILPITAS, its employees, agents or contractors. Without limitation of any right or remedy of City, if MILPITAS fails to comply with the terms of this subsection, City may take such work deemed reasonably necessary to restore the Properties to the condition prior to the date of this Right of Entry. MILPITAS shall fully reimburse City for any costs, subject to appropriation of sufficient funds, reasonably incurred by City in restoring the Properties pursuant to this Subsection. This provision shall survive expiration or termination of the Right of Entry or this Agreement.

4.11 MILPITAS shall be responsible for coordination of work to avoid any conflicts with operations and maintenance at CITY's Properties.

4.12 Prior to any work, all staff of MILPITAS shall complete the on-site identification badge access request form for processing at 700 Los Esteros Road, San Jose, CA. All personnel shall have a valid badge and shall be displayed at all times while on RWF premises. All badges shall be collected and returned to the

CITY at the end of the proposed work. MILPITAS will not enter into the RWF's operational or construction areas without access being granted by appropriate CITY personnel.

4.13 Access to the Residual Sludge Management (RSM) and San Jose/Santa Clara Regional Wastewater Facility (RWF) Operation Areas shall only be allowed thru Gate Z3 and main entrance respectively, along New Street and Zanker Road, Monday through Friday, between 6:30 a.m. and 4:00 p.m., by contacting the City designated RWF staff. CITY may require MILPITAS to be accompanied by a CITY employee or other third party. CITY may require third party approval for access to sensitive habitat areas, including burrowing owl habitat. MILPITAS shall work with third parties as directed by CITY to coordinate permission and logistics to access. MILPITAS shall obtain approval from CITY, in writing at its sole discretion, prior to any proposed permitted activities.

4.14 City Access to Properties. CITY shall continue to have the right to use and access the Properties, in its entirety and grant such use and access rights to third parties. Moreover, any and all CITY operation, including but not limited to plant operations and RWF CIP projects, shall have priority access to and through the Properties and MILPITAS shall be responsible for coordinating any and all potential conflicts of use arising between the Parties. CITY representatives shall be entitled to observe all activities conducted hereunder.

4.15 Storage of Materials. Materials shall be stored as indicated on **Exhibit A** or in a location confirmed in writing by the CITY. Written approval from the CITY shall be provided if alternative storage locations are to be used.

4.16 Storage of Equipment. If requested by MILPITAS, CITY shall designate in writing a staging area for MILPITAS' equipment used for the activities identified in **Exhibit A.** The CITY shall not be liable for damage to any of MILPITAS' equipment stored by CITY, whether it be by theft, vandalism, an act of nature, or by any other means.

4.17 MILPITAS shall not leave any substances, equipment or materials, specifically including, without limitation, any debris generated during performance of the proposed work on the site. Any and all debris generated during this work shall all be stored in proper containers or at an agreed location at the site and characterized by MILPITAS for off-site disposal. The disposal must occur at an appropriate facility such as a landfill or waste disposal/recycling facility, within the time period of this agreement. MILPITAS shall provide copies of any receipts or documentation received as part of the disposal process to CITY.

4.18 CITY's Right to Review Scope of Work, Plans, Studies. CITY shall have the right to review and approve all plans , drawings, scope of work, traffic studies, traffic control plans, and any other such documents including any material changes to the said documents, for the MILPITAS's proposed activities and any

and all related work include potential mitigation, repairs, construction, or other activities provided, however, that nothing herein shall relieve MILPITAS of any obligation to submit plans and submissions to CITY departments or other public agencies as required for construction of the MILPITAS's use and activities. CITY's approval of such documents related to MILPITAS's use and activities may be based upon such conditions as CITY deems necessary, including but not limited to MILPITAS's procurement of necessary regulatory approvals, insurance, or other relevant conditions.

4.19 CITY representatives shall be entitled to observe all activities conducted hereunder.

4.20 MILPITAS will be required to provide a standby rescue team during their construction work, at CITY's sole discretion. This requirement shall be discussed further and decided by the CITY at a pre-construction meeting, to be scheduled prior to the construction activity. MILPITAS and CITY agree to finalize the standby rescue protocol in writing prior to any work being authorized.

4.21 If any incident, accident, or emergency occurs while on the Properties, MILPITAS must: first, immediately contact the RWF Computer Room Senior Operator at (408) 635-4000; and second, contact the CITY designated staff contact at (408) 635-2014. Incidents may include, but are not limited to, emergency, accident, injury, and property damage.

5. Termination of Right of Entry. CITY shall have the right to terminate the Right of Entry, without cause, by giving not less than seven (7) days prior written notice of termination to MILPITAS. CITY's Director of Environmental Services is authorized to terminate the Right of Entry on behalf of CITY. Notwithstanding anything to the contrary in this Agreement, MILPITAS shall vacate the Properties and restore it as provided in Section 4.9 by 11:59 p.m. on the date of termination.

6. No Liens or Encumbrances. MILPITAS shall not permit or suffer any liens or encumbrances to be imposed upon the Properties or any building or structure thereon, as a result of MILPITAS's activities without promptly discharging the liens or encumbrances.

7. Assignment. MILPITAS may not assign this Agreement or its rights and obligations hereunder without obtaining CITY's prior written consent. Any assignment without such written consent shall be void. Any assignment by MILPITAS shall not relieve MILPITAS of its indemnification obligations set forth in this Agreement.

8. Nuisances. MILPITAS shall not do or permit anything to be done on the Properties that would in any way obstruct or interfere with the rights of occupants of neighboring properties, including the adjoining and surrounding land owned by CITY, or that would injure or annoy them. MILPITAS shall not use or allow the Properties to

be used for any unlawful or hazardous purpose, nor shall MILPITAS cause, maintain, commit, or permit any nuisance in, or about the Properties.

9. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be amended or revised except by a writing executed by both parties hereto.

10. Execution in Counterparts and Electronic Signatures. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Unless otherwise prohibited by law or policy of a Party, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the City. Each Party (i) has agreed to permit the use, from time to time and when allowed by law, of electronic signatures in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by electronic signature, (iii) is aware that the other will rely on the electronic signature, and (iv) acknowledges such reliance and waives any defenses (other than fraud) to the enforcement of any document based on the fact that a signature was sent by telecopy. As used herein, the term "electronically signed contract" shall include any signature sent via facsimile or via email in portable document format (".pdf").

11. Authority. Each person signing below warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the respective party and that such execution shall bind said party to the terms of this Agreement.

12. Notices. All notices given in conjunction with this Agreement shall be written, and shall be effective five (5) days after deposit in the U.S. Mail, first-class postage prepaid to the applicable address stated below, or to such other address as the party may designate by written notice:

CITY: Director of Environmental Services
City of San José
San José/Santa Clara Regional Wastewater Facility
700 Los Esteros Road
San José, CA 95138
(408) 945-5300

MILPITAS: City of Milpitas
Michael Silveira, P.E.
455 E. Calaveras Boulevard

Milpitas, CA 95035
(408) 586-3303

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. Venue. In the event that suit shall be brought by either party hereunder, the parties hereto agree that venue shall be exclusively vested in the state courts of California in the County of Santa Clara or if federal jurisdiction is appropriate, exclusively in the United States District Court in the Northern District of California, San José, California.

[*Signature Page to Follow*]

**IN WITNESS WHEREOF**, the parties have executed this instrument the day and year first above written.

**CITY OF MILIPITAS ("MILPITAS")**

By: _____
Matt Cano,
Assistant City Manager

APPROVED AS TO FORM:

By: _____
Christopher Creech, Acting City Attorney

APPROVED:

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

APPROVED AS TO CONTENT:

By: _____
Christian Di Renzo, Public Works Director

**CITY OF SAN JOSE ("CITY")**

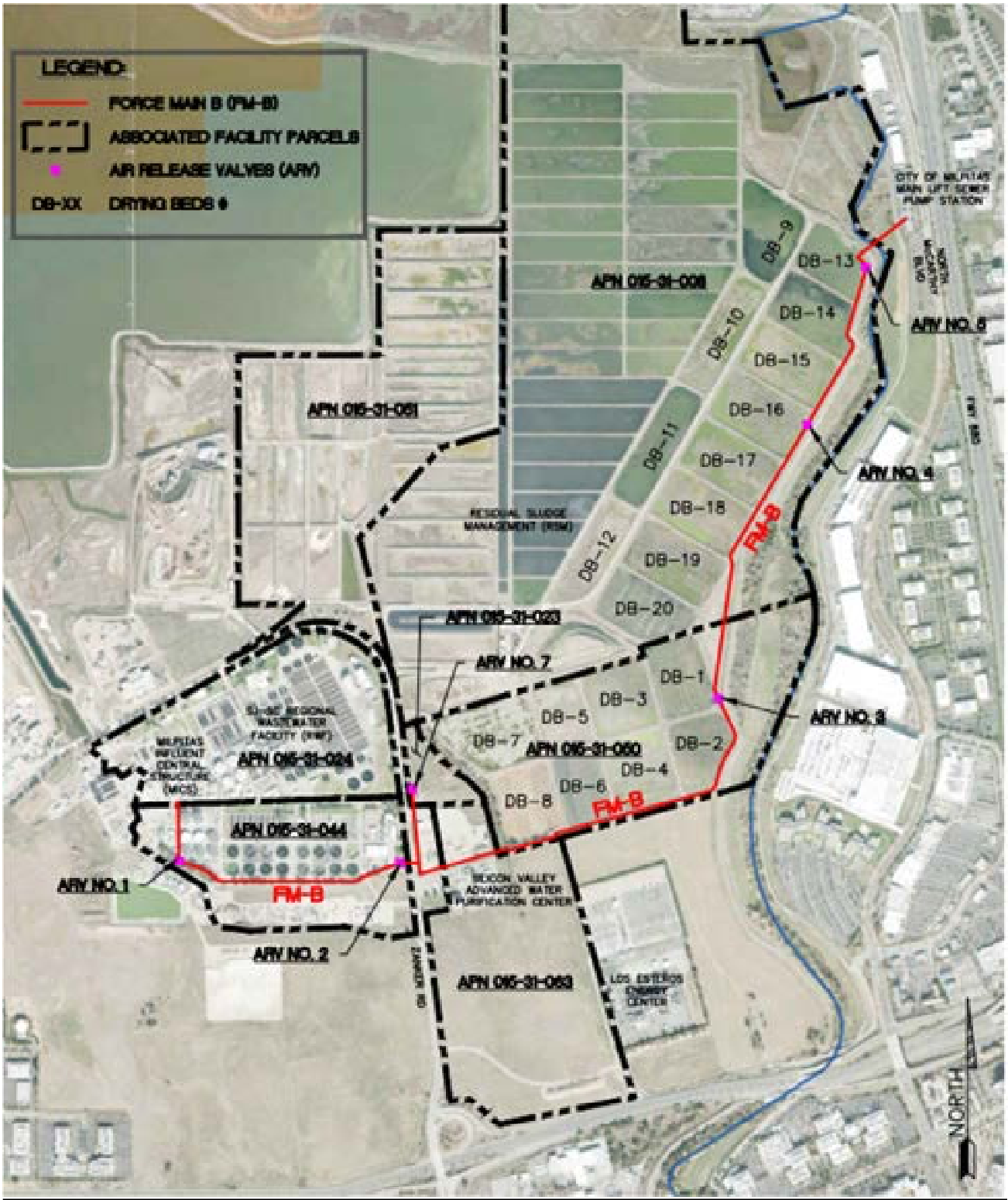
By: _____
Emily Lam,
Director of Administration, Policy and Intergovernmental Relations

APPROVED AS TO FORM:

By: _____
Wes Klimczak, Sr. Deputy City Attorney

# EXHIBIT A

## RIGHT OF ENTRY MAP AND SCOPE OF ACTIVITIES



## I. Site Investigations and Observations

This portion of the Work consists of site investigations and observations conducted by Milpitas staff, the design engineer, the contractor, or subcontractors along the Force Main B pipeline area where individual Air Release Valves are located on the Property, as shown on the map above. The site visits are intended to assess the current condition of infrastructure at ARV assemblies through photographic, video, or written documentation; verify and measure assemblies and piping dimensions; and support field activities using anticipated equipment such as personal or company vehicles, marking and flagging materials, sampling and documentation tools, and up to two traffic-control pickup trucks equipped with cones and signage.

## II. Construction

This portion of the Work consists of the replacement of existing sewage air release and air vacuum valve assemblies, specifically ARV Nos. 1, 2, 3, 4, 5, and 7. Valve replacement shall be completed within 30 days of the Contractor's Notice to Proceed. The Project will be completed within 150 calendar days from the commencement date stated in the Contractor's Notice to Proceed. Once started, the Contractor shall work continuously until construction is complete.

The Work includes, but is not limited to, the following:

a. Demolition of existing concrete pads, piping, valves, and security covers;

b. Installation of new concrete pads, piping, valves, security covers, and cathodic protection equipment;

c. Replacement of existing valves at the air release assemblies;

d. Installation of dual-swing utility enclosures at the air release assemblies;

e. Protection of existing in-place 3-inch threaded connections to the 36-inch Force Main B pipeline;

f. Installation of flange isolation kits or dielectric unions for connections between piping of dissimilar metals;

g. Provision of water trucks as needed for dust control associated with construction activities; and

h. Collection and disposal of wastewater required prior to valve replacement.

The City's Main Lift Station shall remain in service throughout construction. Prior to construction, wastewater from the Main Lift Station shall be diverted from Force Main B

to Force Main A. Construction activities shall be limited to the hours of 7:00 a.m. to 5:00 p.m., and truck trips shall be limited to between 9:00 a.m. and 4:00 p.m.

The contractor/City of Milpitas is also required to provide the following documentation (including but not limited to) for review and approval by the City of San Jose:

- PSR (Process Shutdown Request) prior to the start of any work (please see attached template sample at the end of this section);
- Complete lock out tag out of the process;
- Submit traffic control plan(s) as requested;
- Submit site-specific HASP (Health and Safety Plan);
- Standby rescue team shall be in place if entry to confined space is needed.

CITY OF SAN JOSÉ
ENVIRONMENTAL SERVICES DEPT

WORK SEQUENCE AND RESTRICTIONS

# Process Shutdown Request

Project Name | Project ID

PSR # | Task Title *(Provide <10 word title)*: | Submittal Date: *(No later than 28 days prior to work)*

SCHEDULE OF WORK ACTIVITY START: *(Date/Time)* | END: (Date/Time)

REQUESTOR:

PRIMARY POINT OF CONTACT: | PHONE/PAGER:

SECONDARY POINT OF CONTACT: | PHONE/PAGER:

NOTIFY ☐ Control Room, Phone. Outside Entity ☐ Security, Phone

BUILDING/AREA: | LOCATION OF WORK FLOOR/LEVEL:

DESCRIPTION OF WORK: *(Provide sufficient details and add attachments as necessary on process isolation, work sequencing, and safety (i.e., control of significant hazards unique to the work) to demonstrate an understanding of the work and how it will be completed within the constraints, and its impact on the processes and Facility.)*

Task Summary:

Processes Affected:

Trades Affected:

Other Entities Affected:

Entity Contact Info

WORK PLAN:

Work Sequencing:

Process Isolation:

Spill Prevention Plan:

Contingency Plans:

CITY Work:

CRITICAL EQUIPMENT/TOOLS: *(pumps and discharge hoses with correct fittings, blind flanges and pipe plugs, no-hub fittings, properly sized electrical service components, generators, portable lighting, chlorine for potable water pipe breaks, etc.)*

| | | | | | |
|---|---|---|---|---|---|
| ☐ | Acoustic Ceiling/or Walls Access | ☐ | Excavation Permit | ☐ | Lock Out/Tag Out |
| ☐ | Chemical Use Approval | ☐ | Fire Sprinkler Impairment | ☐ | Life Safety Systems |
| ☐ | Confined Space Permit | ☐ | Flammable Materials | ☐ | Roof Protocol |
| ☐ | Critical Lift Plan | ☐ | Flush / Discharge | ☐ | Work After Dark |
| ☐ | Energized Electrical Work | ☐ | High Pressure Test | ☐ | |
| ☐ | Elect. Panel Schedules | ☐ | Hot Work/Open Flame | ☐ | |

EXISTING SERVICE(S) AT RISK:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ☐ | Breathing Air | ☐ | Elect Normal | ☐ | Safety Showers | ☐ | VAX/DATA |
| ☐ | Chemical Distribution | ☐ | Fire Protection | ☐ | DCS / SCADA | ☐ | Compliance: Air |
| ☐ | Facility Water | ☐ | HVAC | ☐ | Security | ☐ | Compliance: NPDES |
| ☐ | Plant Water | ☐ | Inert Gas | ☐ | Solvent Drain | ☐ | |
| ☐ | Communication | ☐ | Instrument - Air | ☐ | Specialty Gases | ☐ | |
| ☐ | Domestic Drain | ☐ | Life Safety System | ☐ | Storm Drain | ☐ | |
| ☐ | Elect-Bus Duct | ☐ | Natural Gas | ☐ | Telephones | ☐ | |
| ☐ | Elect Emergency | ☐ | Process Access | ☐ | UPS | ☐ | |

REVIEWER'S INSTRUCTIONS / COMMENTS:

CITY OF SAN JOSÉ
ENVIRONMENTAL SERVICES DEPT

WORK SEQUENCE AND RESTRICTIONS

Project Name | Project ID

PSR # | Task Title *(Provide <10 word title)*: | Submittal Date: *(No later than 28 days prior to work)*

SCHEDULE OF WORK ACTIVITY START: *(Date/Time)* | END: (Date/Time)

REQUESTOR:

PRIMARY POINT OF CONTACT: | PHONE/PAGER:

SECONDARY POINT OF CONTACT: | PHONE/PAGER:

NOTIFY ☐ Control Room, Phone. Outside Entity | ☐ Security, Phone

BUILDING/AREA: | LOCATION OF WORK FLOOR/LEVEL:

☐ PRE-JOB BRIEFING MUST BE COMPLETED PRIOR TO COMMENCING WORK:

| | Full Name (printed) | Signature | Phone | Date |
|---|---|---|---|---|
| CONTRACTOR | | | | |
| CM / PM | | | | |
| Health, Safety & Security MGR. | | | | |
| LSME | | | | |
| SME (Operations) | | | | |
| SME (Maintenance) | | | | |
| SME (Power & Air) | | | | |
| SME (Instrumentation) | | | | |
| SME (Electrical) | | | | |
| DIV. MGR. Facility Maintenance | | | | |
| DIV. MGR. Energy & Automation | | | | |
| DIV. MGR. Facility Operations | | | | |

As Applicable

**Note: The PSR is considered Approved by signature of the Division Manager, Facility Operations, or his/her designee.**

**END OF SECTION**

# EXHIBIT B

## HAZARDOUS MATERIALS

For the purpose of this Agreement, **"Hazardous Materials"** shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

For the purposes of this Agreement, **"Environmental Laws"** shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or cleanup of, any and all Hazardous Materials, including without limitation, all federal or state super lien or environmental clean-up statutes.

# EXHIBIT C

# INSURANCE

MILPITAS, at MILPITAS' sole cost and expense, shall procure and maintain for the duration of this AGREEMENT, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by MILPITAS, its agents, representatives, employees or subcontractors.

## A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and

2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and

3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.

4. Pollution Liability Insurance including coverage for all operations, completed operations, and professional services.

   There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

## B. Minimum Limits of Insurance

MILPITAS shall maintain limits no less than:

1. Commercial General Liability: $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; and

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of $1,000,000 per accident; and

4. Pollution Liability Insurance: $1,000,000 each event limit.

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officer, employees, agents and contractors; or MILPITAS shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability, Automobile Liability, and Pollution Liability Coverages

a. The City of San José, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, MILPITAS; products and completed operations of MILPITAS; premises owned, leased or used by MILPITAS; and automobiles owned, leased, hired or borrowed by MILPITAS. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

b. MILPITAS' insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents, and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents, or contractors shall be excess of MILPITAS' insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by MILPITAS shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

d. Coverage shall state that MILPITAS' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain waiver of subrogation in favor of the City of San José, its officers, employees, agents, and contractors

2. Workers' Compensation and Employers' Liability
Coverage shall contain waiver of subrogation in favor of the City of San José, its officers, employees, agents and contractors

3. All Coverages
Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days prior written notice has been given to CITY, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. **Verification of Coverage**

MILPITAS shall furnish CITY with certificates of insurance and with copies of endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San José - Finance
Risk Management
200 East Santa Clara St., 13th Floor Tower
San José, CA 95113-1905

G. **Subcontractors**

MILPITAS shall require all of its subcontractors to obtain and keep in force, during the terms of their respective contracts, the same minimum insurance limits and coverages as MILPITAS is required to obtain and keep in force under the terms of this AGREEMENT, and to include CITY as an additional insured as evidenced by a Certificate of Insurance.

Attachment C

**CITY OF MILPITAS**
ENGINEERING DIVISION
BID SUMMARY

**Project Name:** Main Lift Station Forcemain-B Air Release Valves Replacement
**Project No. :** 6124
**Bid Date:** 4/23/2026

| | | | | | Apparent Low Bidder | | |
|---|---|---|---|---|---|---|---|
| | | | | Engineer's Estimate | Casey Construction | GSW Construction, Inc. | Corcus Construction |
| **ITEM** | **DESCRIPTION** | **Qty.** | **UNIT** | | **Item Total** | **Item Total** | **Item Total** |
| 1 | Mobilization & Demobilization | 1 | LS | $ 20,000.00 | $6,000.00 | $25,760.00 | $23,000.00 |
| 2 | Erosion and Sediment Control Plan | 1 | LS | $ 10,000.00 | $6,000.00 | $1,750.00 | $4,500.00 |
| 3 | Demolish Existing Facilities and Salvage Equipment | 1 | LS | $ 15,000.00 | $20,000.00 | $25,400.00 | $21,500.00 |
| 4 | Install ARVs No. 2, 3, 4, 5, and 7 Complete | 1 | LS | $ 305,000.00 | $250,000.00 | $260,000.00 | $395,000.00 |
| 5 | Install ARV No. 1 and 6 Complete | 1 | LS | $ 45,000.00 | $25,000.00 | $54,600.00 | $98,000.00 |
| 6 | Install ARV No. 6A Complete | 1 | LS | $ 5,000.00 | $26,000.00 | $5,370.00 | $16,500.00 |
| | **BASE CONTRACT WORK** | | | **$400,000.00** | **$333,000.00** | **$372,880.00** | **$558,500.00** |

**List of Sub-Contractors:**

| Description | Casey Construction | GSW Construction, Inc. | Corcus Construction |
|---|---|---|---|
| Coating | | Redwood Painting Co. | |

# NOTICE OF INTENT TO AWARD CONTRACT

Department of Public Works

| | |
|---|---|
| **Project Name:** | Forcemain-B Air Release Valves Replacement Project |
| **City Project Number:** | 6124 |
| **Bid Opening Date:** | April 23, 2026 (2:00 PM) |
| **NOIA Posting Date:** | April 24, 2026 |
| **Project Manager:** | Adrianne Nikoloff |
| **NOIA Posting Location:** | *Addenda & Official Notices* |

On April 23, 2026, the City of Milpitas (City) held a bid opening for the upcoming **Main Lift Station Forcemain-B Air Release Valves Replacement Project**. The City intends to award the Project contract to the lowest responsive bidder, **Casey Construction, Inc.**, at the **May 19th, 2026**, City Council Meeting.

As per Milpitas Municipal Code (MMC) *MMC 1-2-3.19 - Protest Procedure*, Any interested party may file a protest to a proposed award of a contract in an amount over Ten Thousand Dollars ($10,000). The protest shall be filed with the Purchasing Agent in writing no later than seven (7) calendar days after the posting of the Notice of Intent to award and shall set forth the basis for the protest and any proposed remedy.

All protests shall be in writing and shall contain a complete statement of the legal grounds for the protest; all the facts relevant to the protest; and the form of relief requested and the legal basis for such relief. All protests shall be accompanied by all documentation supporting the grounds for the protest. The protest shall include the name, address and telephone number of the protesting party and the person representing the protesting party, if any.

Protests may be submitted only by a party that has submitted a bid or proposal in response to the contract solicitation. A subcontractor of a bidder or proposer may not submit a protest. A party may not rely on a protest submitted by another party but must timely pursue its own protest. Protests can only be submitted by the party that submitted the bid by one of the following methods:

Via mail or hand delivered, Monday thru Friday, between 8:00 a.m. and 5:00 p.m. to:

Attn: Luz Cofresi-Howe,
Finance Director
455 E. Calaveras Blvd,
Milpitas, CA 95035

OR, via e-mail @ LCofresi-Howe@milpitas.gov

# Attachment e

**Construction Change Order Policy for the Main Lift Station Forcemain-B Air Release Valves Replacement Project, CIP No. 6124**

2021 City Council Approved Construction Change Order Policy

| **Construction Award** | **Individual Administrative** | **Cumulative** |
|---|---|---|
| **Award Amount** | **Change Order Authority** | **Change Order Authority** |
| Less than $100,000 | $10,000 | $15,000 |
| Over $100,000 | 10% of Award or $20,000 whichever is less | 15% of Award or $40,000 whichever is smaller |

Main Lift Station Forcemain-B Air Release Valves Replacement Project, CIP No. 6124 Change Order Policy

| **Construction Award** | **Individual Administrative** | **Cumulative** |
|---|---|---|
| **Award Amount** | **Change Order Authority** | **Change Order Authority** |
| $333,000 | N/A | $67,000 |

# CITY OF MILPITAS
# AGENDA REPORT
# (AR)

| | |
|---|---|
| **Item Title:** | **Authorize the City Manager, or Designee, to Negotiate and Execute Agreements with Life Extension Clinics, Inc. for Annual Physical Exams and Related Services and with Emergency Physicians Associates San Jose PC for Medical Advisor for Emergency Medical Services (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Jason Schoonover, Fire Chief, 408-586-2811)** |
| **Category:** | Consent Calendar-Public Safety |
| **Meeting Date:** | 5/19/2026 |
| **Recommendation:** | Authorize the City Manager, or designee, to negotiate and execute (1) a Professional Services Agreement with Life Extension Clinics, Inc. for annual physical examinations and related services with a maximum compensation of $400,000; and (2) a Professional Services Agreement with Emergency Physicians Associates San José PC for emergency medical advisor services with a maximum compensation of $108,838, both of which are for a five-year term and subject to the appropriation of funds. |

**BACKGROUND:**

The City's Fire Department utilizes medical services from third-party providers for uniformed Fire Department personnel annual physical examinations and medical advisory services to oversee the City's Emergency Medical Services (EMS) program.

*Annual Physical Examinations:*

The Fire Department's uniformed fire personnel provide critical fire, medical, rescue, and life safety services and respond to approximately 6,500 calls for service annually. Fire Department personnel are frequently exposed to high-stress environments and physical exertion. In addition to emergency response, Department personnel ensure community safety by inspecting high-risk facilities and enforcing compliance with the California Fire Code and Hazardous Materials Program.

These duties have a direct impact on staff's long-term health. The City prioritizes the physical and mental well-being of its uniformed personnel. In accordance with the Wellness-Fitness Initiative established by the International Association of Fire Fighters and the International Association of Fire Chiefs, as well as the National Fire Protection Association 1580 Standard for Emergency Responder Occupational Health and Wellness, the City contracts with a qualified medical provider to conduct standardized annual physical examinations for uniformed Fire personnel. This firefighter occupational exam includes additional testing that would not otherwise be included in a routine annual medical physical that is offered through private insurance carriers and includes conducting a comprehensive assessment designed to ensure a firefighter is fit for the high-intensity, hazardous nature of the job. Additionally, these comprehensive firefighter exams are significantly more rigorous than a routine medical exam and focus on cardiovascular health, respiratory function, and cancer screening, as firefighters face significantly higher risks of cancer than the general public. These evaluations are voluntary and designed to support physical fitness, early detection, and reduce job-related injuries and fatalities by providing essential wellness metrics while maintaining individual confidentiality. The City's current provider for these services is Kaiser Permanente whose agreement expires June 30, 2026.

*Medical Advisory Services:*

The Fire Department provides emergency services to the community under the auspices of the Emergency Medical Services Agency of the County of Santa Clara (County) by contractual agreement as a local participating agency. The County sets the policies, protocols and plans, and requires the City to designate a

qualified Medical Advisor to provide prescriptive authority and medication control as required by law and assist in clinical assurance and continuous quality management activities of the City's EMS program.

Prior to 2017, the City had a physician on staff who assumed these responsibilities. After his retirement in 2017, the City contracted with Stanford Healthcare to provide an emergency medical physician for these services. The current agreement for these services expires June 30, 2026.

**ANALYSIS:**

On November 17, 2025, the City released a Request for Proposal RFP (RFP) 25-1100 for Medical Services for the Fire Department. The RFP comprised two packages, and firms could submit proposals for one or both:

- Package A: Annual Physical Exams and Related Services
- Package B: Medical Advisor for Emergency Medical Services

The scope of services for Package A included fire service specific medical assessments, including baseline medical evaluations, consolidated medical assessments, immunizations (as needed), data record-keeping services, and electronic data reporting. In the scope, the City specified that physical examinations be completed onsite at Fire Station 1 from January-March annually, minimizing the need for City personnel to travel offsite.

For Package B, the scope of services required a qualified physician to serve as a Medical Advisor for the City's EMS program. Responsibilities include providing prescriptive authority and oversight, protocol review and approval, case reviews, quality improvement activities, curriculum development, and training and consultation on staff performance.

The RFP was publicly noticed on the City's website and OpenGov, the City e-procurement website, in accordance with the City Municipal Code. Upon release, 7,080 firms received notification of the RFP, and 36 firms downloaded the RFP. Five vendors submitted proposal responses for Package A and two vendors submitted proposal responses for Package B by the published RFP closing date of January 14, 2026. One proposer for Package B was subsequently disqualified for being non-responsive to the RFP requirements.

*Package A: Annual Physical Exams and Related Services*

Proposals for Package A were evaluated and scored in accordance with the evaluation criteria set forth in the RFP. Final proposal scores are as follows:

| Evaluation Criteria | Evaluation Criteria Weight (%) | Bio-Care USA, Inc. | Instant Urgent Care | Life Extension Clinics, Inc. | Pinnacle Training Systems | Professional Health Services, Inc. |
|---|---|---|---|---|---|---|
| Cover Letter and RFP Compliance | 10.0% | 3.7 | 4.0 | 9.3 | 9.3 | 4.0 |
| Company Profile | 5.0% | 3.1 | 2.0 | 4.9 | 4.6 | 1.9 |
| Execution Plan/Project Approach | 30.0% | 13.0 | 10.0 | 28.0 | 26.0 | 12.0 |
| Personnel & Staffing | 10.0% | 4.7 | 4.7 | 9.0 | 9.7 | 4.0 |
| References | 5.0% | 2.0 | 2.0 | 5.0 | 4.9 | 2.2 |
| Proposed Compensation | 40.0% | 40.0 | 4.0 | 32.0 | 28.0 | 28.0 |
| **Weighted Average Score** | **100.0%** | **66.5** | **26.7** | **88.2** | **82.5** | **52.1** |

Based on these results, Life Extension Clinics, Inc. was the best value proposer in accordance with the evaluation criteria set forth in this RFP. Staff conducted customer reference checks with the City of Sacramento, the City of Modesto, and the County of Ventura. All references provided positive feedback. Upon City Council approval, staff will negotiate and execute an agreement with Life Extension Clinics, Inc. for an amount not to exceed $400,000 for the five-year term substantially in accordance with the City's standard terms and conditions.

*Package B: Medical Advisor for Emergency Medical Services*

Since there was only responsive proposal for this package, the Fire Department's designated project manager for this RFP reviewed the submission from Emergency Physicians Associates and verified that the proposer

was responsible and able to meet the City's requirements. Staff also conducted reference checks with Washington Health Hospital and Santa Clara County Medical Services Agency, both of which provided positive feedback. Upon approval by City Council, staff will negotiate and execute an agreement with Emergency Physicians Associates for an amount not to exceed $108,838 for the five-year term substantially in accordance with the City's standard terms and conditions.

**POLICY ALTERNATIVE(S):**

**Alternative 1: Do not negotiate and execute agreements with Life Extension Clinics, Inc. and Emergency Physicians Associates San Jose PC and direct staff to extend the current agreements with Kaiser Permanente and Stanford Healthcare.**

Pros: None

Cons: The City's current agreements with Kaiser Permanente and Stanford Healthcare for these services end June 30, 2026. There is most likely insufficient time to negotiate contract extensions, risking a gap in coverage. Further, the Kaiser agreement requires uniformed staff to travel to Kaiser's Fremont facilities for their examinations, whereas Life Extension Clinics, Inc. offers on-site services at Fire Station 1. Most critically, the City is contractually mandated by the County to maintain a designated medical advisor; a lapse in services would jeopardize the City's Emergency Medical Services operations.

Reason for Not Recommending: Not approving staff's recommendations would lead to operational disruptions, potential loss of medical oversight, inability to meet contractual obligations to the County, and significantly increase staff time required to renegotiate current agreements and/or conduct a new solicitation.

**PROJECT SCHEDULE/KEY MILESTONES**

Negotiate and execute agreements with Life Extension Clinics, Inc. and Emergency Physicians Associates San Jose PC substantially in compliance with the City's standard terms and conditions by June 30, 2026. The executed contracts will have a contract term of July 1, 2026 through June 30, 2031.

**FISCAL IMPACT:**

*Package A: Annual Physical Exams and Related Services*: The maximum compensation for the five-year term of the agreement with Life Extension Clinics, Inc. is $400,000. Funding in Fiscal Year 2026-27 for these services is included in the 2026-2027 Proposed Operating Budget will be brought to City Council for adoption in June 2026. Future funding will be subject to the appropriation of funds.

*Package B: Medical Advisor for Emergency Medical Services:* The maximum compensation for the five-year term of the agreement with Emergency Physicians Associates San Jose PC is $108,838. Funding in Fiscal Year 2026-27 for these services is included in the 2026-2027 Proposed Operating Budget will be brought to City Council for adoption in June 2026. Future funding will be subject to the appropriation of funds.

**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:** | **Conduct a Public Hearing and Consider Adopting an Urgency Ordinance Adding a New Section to Title XIII, Chapter B.20 of the Milpitas Municipal Code to Create a Transit-Oriented Development Overlay Zoning District to Implement Senate Bill 79 Development Standards (Staff Contact: Jay Lee, Planning Director, 408-586-3073)** |
| **Category:** | Public Hearings-Community Development |
| **Meeting Date:** | 5/19/2026 |
| **Recommendation:** | Conduct a public hearing and determine that the urgency ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Government Code Section 65912.160(c)(2) and adopt an Urgency Ordinance adding a new section to Title XIII, Chapter B.20 of the Milpitas Municipal Code to create a Transit-Oriented Development Overlay (TOD) zoning district and regulations implementing Senate Bill 79 development standards (P-ZA26-0003) with immediate effect. |

**BACKGROUND:**

Senate Bill 79 (SB 79), the Abundant and Affordable Homes Near Transit Act signed by Governor Newsom on October 10, 2025, establishes new statewide requirements for the approval of transit-oriented housing developments near major transit stops, with the intent to increase housing production and promote sustainable, transit-accessible communities. SB 79 adds Sections 65912.155 et seq. to the California Government Code, setting forth eligibility criteria, development standards, and streamlined approval processes for qualifying projects within designated proximity to transit facilities. The law becomes operative on July 1, 2026, and preempts local zoning and development standards that are inconsistent with its provisions, unless a city adopts local implementing regulations that are consistent with SB 79.

In anticipation of SB 79's effective date, the City of Milpitas initiated the preparation of an urgency ordinance to establish interim local regulations for qualifying housing projects. The urgency ordinance is intended to ensure the City zoning code remains consistent with state law and that local standards for development, affordability, and tenant protections continue to apply to eligible projects during the period before a permanent implementing ordinance can be adopted through the standard legislative process. The urgency ordinance was developed in coordination with the Planning Department, City Attorney's Office, and other relevant City departments, following established procedures for zoning code amendments and in compliance with applicable state and local requirements.

The City Council's consideration of this urgency ordinance is a direct response to the statutory deadlines and requirements imposed by SB 79. The ordinance is structured to take effect immediately upon adoption by a four-fifths vote, as authorized by California Government Code Section 36937(b), and will remain in force only until a permanent ordinance is adopted and becomes effective. This approach is consistent with the City's prior use of urgency ordinances to address immediate regulatory needs arising from changes in state law affecting land use and housing policy.

**ANALYSIS:**

The City of Milpitas has demonstrated its long-standing policy for higher density housing development in its areas served by transit. Since 2002, the City has adopted two Specific Plans (Gateway-Main Street, formerly the Midtown Specific Plan, and Milpitas Metro, formerly Transit Area Specific Plan) that have all increased density around the Tier 1 and Tier 2 TOD Zones. The Metro plan already permits densities in line with SB 79. The area surrounding the Milpitas Transit Center (Tier 1) is zoned MXD3-Metro and allows residential density

up to 250 du/acre and building heights up to 275 feet. Moreover, many of the properties immediately adjacent to the Milpitas Transit Center have already been redeveloped with multi-family residential. The Gateway Plan permits densities ranging from 12 to 65 du/acre in the half-mile area surrounding the Great Mall Light Rail Station (Tier 2). Under SB 79, these parcels could be eligible for additional density. However, many of the properties immediately adjacent to the Great Mall Light Rail Station have also been redeveloped with multi-family residential.

Although many areas eligible for SB 79 have been recently redeveloped due to the City's Specific Plan efforts, the proposed ordinance amendment would implement the minimum densities and height maximums under SB 79 and establish residential development standards for sites that are not zoned for residential development but subject to SB 79.

***Proposed Amendments to the Zoning Ordinance***

Based on feedback from the Planning Commission at its April 22, 2026 meeting regarding the permanent SB 79 implementing ordinance and to better align with the State's goals for transit-oriented development, staff amended the development standards to increase the minimum allowable densities across both Tiers. The applicable development standards have also been changed to better match the densities. The new minimum densities and standards are shown in Table 1.

The proposed ordinance implements SB 79 and includes the following amendments to Title XIII of the Milpitas Municipal Code (MMC):

- Add subsection B.20.040 Transit-Oriented Development Overlay Zone to Chapter B.20 Overlay Zones and Standards to implement California Government Code Sections 65912.155 through 65912.162 (SB 79). Specifically, it establishes the applicability of the TOD overlay under SB 79, incorporates the relevant definitions under the Government Code, and sets forth the minimum residential and height standards for qualifying housing projects.
- Specifically, the following development standards will apply:

**Table 1: Transit-Oriented Development (-TOD) Overlay Zone Development Standards**

| Distance | Tier 1 | Tier 2 |
|---|---|---|
| Adjacent to TOD stop (within 200 feet of pedestrian access point) | Maximum Height: 95 feet<br>Minimum Density: 60 du/ac<br>Maximum Density: 160 du/ac<br>Maximum Residential FAR: 4.5 | Maximum Height: 85 feet<br>Minimum Density: 60 du/ac<br>Maximum Density: 140 du/ac<br>Maximum Residential FAR: 4.0 |
| ¼-mile from TOD stop | Maximum Height: 75 feet<br>Minimum Density: 60 du/ac<br>Maximum Density: 120 du/ac<br>Maximum Residential FAR: 3.5 | Maximum Height: 65 feet<br>Minimum Density: 60 du/ac<br>Maximum Density: 100 du/ac<br>Maximum Residential FAR: 3.0 |
| ½-mile from TOD stop | Maximum Height: 65 feet<br>Minimum Density: 60 du/ac<br>Maximum Density: 100 du/ac<br>Maximum Residential FAR: 3.0 | Maximum Height: 55 feet<br>Minimum Density: 50 du/ac<br>Maximum Density: 80 du/ac<br>Maximum Residential FAR: 2.5 |

- Projects will be required to follow all other development standards as specified for in the R4-Metro and R5-Metro zoning districts.
- For parcels zoned R1-6 (single-family residential), a qualifying housing project will be subject to a minimum density of 30 du/acre and must follow all other development standards as specified under the R4 zoning district.

***Proposed Amendments to the Zoning Map***

The proposed zoning map amendment (Attachment B) will implement the Transit-Oriented Development (-TOD) Overlay on the City's Zoning Map, enacted by Title XIII, Chapter A, Section 2.060 of the Milpitas

Municipal Code. The TOD Overlay will apply to all parcels within the half-mile areas surrounding the three major transit stops, as defined by Senate Bill 79 – the Milpitas BART Station, Great Mall VTA Light Rail Station and Alder VTA Light Rail Station.

***General Plan Conformance***

The City's General Plan is the primary long-range planning document that provides the vision for the future growth and development of Milpitas. The proposed zoning text and map amendments implementing SB 79 conform to the policies and standards in the City's General Plan, as demonstrated in the following table:

**Table 2: General Plan Consistency**

| Policy / Actions | Conformance |
|---|---|
| ***Implementation***<br>***Policy IM 1-2:***<br>Require the City's Zoning Ordinance, planning documents, master plans, infrastructure projects, and development projects to be consistent with the General Plan and State law. | **Consistent.** This zoning ordinance and map amendment will implement recent legislation (SB 79) and bring the Zoning Ordinance into conformance with state housing law. |
| ***Land Use Element***<br>***Policy LU 2-3:***<br>Allow densities and intensities which exceed the generally allowed ranges defined by the underlying land use for projects utilizing Density Bonus provisions including bonuses for senior housing, affordable housing, and for projects within designated overlay districts. | **Consistent.** The intent of SB 79 is to build more homes near transit to reduce housing and transportation costs for California families and promote environmental sustainability, economic growth, and reduce traffic congestion. Implementing the TOD Overlay District will not only bring the Zoning Ordinance into conformance with state law but also permit a greater variety of housing types in densities in areas close to major transit stops. |
| ***Land Use Element***<br>***Policy LU 2-2:***<br>Continue to utilize Overlay Zoning Districts as needed to supplement land use and zoning standards with additional allowances and regulations that reflect and use and policy objectives for a particular area. | **Consistent.** The intent of SB 79 is to build more homes near transit to reduce housing and transportation costs for California families and promote environmental sustainability, economic growth, and reduce traffic congestion. Implementing the TOD Overlay District will not only bring the Zoning Ordinance into conformance with state law but also permit a greater variety of housing types in densities in areas close to major transit stops. |
| ***Land Use Element***<br>***Policy LU 3-2:***<br>Continue to utilize planning tools (including specific plans and overlay districts) that promote transit-oriented and mixed-use development objectives near the Milpitas Transit Center. | **Consistent.** The TOD Overlay District will coincide with regional efforts and conform with state law to allow higher densities near transit and specifically continue to promote housing near the Milpitas Transit Center. |

***Specific Plan Conformance***

The proposed zoning ordinance and map amendments are in both the Milpitas Metro (Metro) Specific Plan and Gateway-Main Street (Gateway) Specific Plan area. These designations provide for high-density and medium-density residential uses. As demonstrated in Table 5, the proposed zoning ordinance and map amendments are consistent with the applicable Metro and Gateway-Main Street Specific Plan land use policies.

**Table 3: Metro and Gateway-Main Street Specific Plan Consistency**

| Policy | Conformance |
|---|---|
| ***Metro Specific Plan Land Use Policy LU2:*** Capitalize on the transit orientation of the Plan Area to support transit ridership, reduce traffic congestion and greenhouse gas emissions, and support livability. | **Consistent.** The core of the Metro Plan Vision is to create a complete and unique urban neighborhood. The TOD Overlay District will not only conform with state law to allow higher densities near transit but also specifically continue to promote a variety of housing near the Milpitas Transit Center. |
| ***Metro Specific Plan Land Use Policy LU3:*** Provide transit-oriented housing that is accessible and affordable for a range of household types and income levels. | **Consistent.** The TOD Overlay District will not only conform with state law to allow higher densities near transit but also specifically continue to promote a variety of housing near the Milpitas Transit Center. |
| ***Gateway-Main Street Specific Plan Guiding Principle:*** Integrate a mix of housing types, scales, and affordability, including mixed-use, housing for families, smaller unit homes, live-work, senior housing, and affordable housing. | **Consistent.** While the proposed zoning map and text amendment would only affect the southern end (South of O'Toole Elms Park to Curtis Avenue) of the Main Street District, South Railyards District, Elmwood District, and the Curtis neighborhood of the Gateway Plan, the TOD Overlay District will help implement the Plan's vision of Main Street as a walkable, mixed-use urban village accessible from the surrounding community. The TOD Overlay District will allow higher densities near the Great Mall Light Rail Station, which will continue to facilitate a variety of housing types at different affordability levels near transit. |

***Findings for Approval***
The City Council shall consider the following findings in considering approval of a zoning ordinance amendment:

**Zoning Ordinance Text and Map Amendments (Milpitas Municipal Code Section XIII, Chapter D.6.050)**

a. *The proposed Zoning Amendment is consistent with and conforms to the goals and policies of the General Plan.*

The proposed text and map amendments are specifically consistent with General Plan Policy IM 1-2, which states to require the City's Zoning Ordinance, planning documents, master plans, infrastructure projects, and development projects to be consistent with the General Plan and State law. This zoning ordinance and map amendment will implement recent legislation (SB 79) and bring

the Zoning Ordinance into conformance with state housing law. The proposed text and map amendments are also consistent with General Plan Policy LU2-3, which states to allow densities and intensities which exceed the generally allowed ranges defined by the underlying land use for projects utilizing Density Bonus provisions including bonuses for senior housing, affordable housing, and for projects within designated overlay districts, as well as General Plan Policy LU2-2, which states to continue to utilize Overlay Zoning Districts as needed to supplement land use and zoning standards with additional allowances and regulations that reflect and use and policy objectives for a particular area. The intent of SB 79 is to build more homes near transit to reduce housing and transportation costs for California families and promote environmental sustainability, economic growth, and reduce traffic congestion. Implementing the TOD Overlay District will not only bring the Zoning Ordinance into conformance with state law but also permit a greater variety of housing types in densities in areas close to major transit stops. The proposed text and map amendments are also consistent with General Plan Policy LU3-1, which states to support regional efforts that promote higher densities near major transit and travel facilities, and reduce regional vehicle miles traveled by supporting active modes of transportation including walking, biking, and public transit; support local and regional land use decisions that promote safe access to and the use of alternatives to auto transit, as well as General Plan Policy LU3-2, which states to continue to utilize planning tools (including specific plans and overlay districts) that promote transit-oriented and mixed-use development objectives near the Milpitas Transit Center. The TOD Overlay District will coincide with regional efforts and conform with state law to allow higher densities near transit and specifically continue to promote housing near the Milpitas Transit Center.

*b. The proposed Zoning Amendment is consistent with and conforms to the goals and policies of any Specific Plan, if applicable;*

The proposed zoning text and map amendments are consistent with and conform to the goals and policies of the Milpitas Metro Specific Plan (Metro). The core of the Metro Plan Vision is to create a complete and unique urban neighborhood. The proposed zoning text and map amendments are specifically consistent with Metro Specific Plan Land Use Policy LU2 (Transit Orientation), which states to capitalize on the transit orientation of the Plan Area to support transit ridership, reduce traffic congestion and greenhouse gas emissions, and support livability, and LU3 (Housing Diversity and Affordability), which states to provide transit-oriented housing that is accessible and affordable for a range of household types and income levels. The TOD Overlay District will not only conform with state law to allow higher densities near transit but also specifically continue to promote a variety of housing near the Milpitas Transit Center. The proposed zoning text and map amendments are also consistent with and conform to the goals and policies of the Gateway-Main Street Specific Plan (Gateway). While the proposed zoning map and text amendment would only affect the southern end (South of O'Toole Elms Park to Curtis Avenue) of the Main Street District, South Railyards District, Elmwood District, and the Curtis neighborhood of the Gateway Plan, the TOD Overlay District will help implement the Plan's vision of Main Street as a walkable, mixed-use urban village accessible from the surrounding community. One of the guiding principles of the Gateway Plan is to integrate a mix of housing types, scales, and affordability, including mixed-use, housing for families, smaller unit homes, live-work, senior housing, and affordable housing. The TOD Overlay District will allow higher densities near the Great Mall Light Rail Station, which will continue to facilitate a variety of housing types at different affordability levels near transit.

*c. The proposed Zoning Amendment will not adversely affect public health, safety and welfare;*

The proposed zoning text and map amendments will not be detrimental to the public interest, health, safety, convenience, and general welfare, because the action would allow varying residential densities in the TOD Overlay District that are consistent with State law and bring the overall Zoning Ordinance into conformance with State law. They would help facilitate new, higher density and transit-oriented development in appropriate areas, which would serve to advance numerous City goals related to community design, environment, and economic development. Moreover, the City retains authority through any future discretionary approvals to address project-specific health, safety, and welfare concerns in the TOD Overlay District.

d. *The proposed Zoning Amendment is in compliance with the provisions of California Environmental Quality Act;*

The proposed zoning text and map amendments are not a project under CEQA pursuant to Government Code Section 65912.160(c)(2). Adoption of the ordinance is a statutory implementation action.

e. *When considering a reduction of residential density, ensure compliance with California Government Code Section 65863 by either finding that the remaining sites identified in the Housing Element are adequate to accommodate the City's share of the regional housing need or by identifying sufficient additional, adequate, and available sites with an equal or greater density so that there is no net loss in residential density; and*

This finding is not applicable. The zoning text and map amendments are not reducing residential density.

f. *The proposed Zoning Amendment would not result in a net loss of potential housing units.*

The proposed Zoning Amendment would not result in a net loss of potential housing, as the Project amends the Zoning Ordinance to allow for qualifying housing projects in transit-oriented development zones pursuant to State law (SB 79).

g. *The proposed Zoning Amendment is internally consistent with other applicable provisions of this Title*

The proposed Zoning Ordinance Text Amendment is instituting changes to the Zoning Ordinance that reflect and conform with recent State law (SB 79). The purpose of the Zoning Ordinance is to promote public health, safety, comfort, and general welfare, and to enable appropriate and orderly development. More specifically, the Zoning Ordinance was adopted to provide standards for orderly growth and development of the city, and guide and control the use of land to provide a safe, harmonious, attractive, and sustainable community, as well as achieve the arrangement of land uses depicted in the General Plan, consistent with the goals and policies of the General Plan. The proposed zoning text amendment will create a Transit-Oriented Development Overlay District that will specifically apply to qualifying housing projects within a half mile of qualifying transit-oriented development stops. The amendments are consistent with the Zoning Ordinance as a whole and do not create any internal inconsistencies.

h. *The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities, to accommodate the uses and development densities or intensities allowed in the proposed new zone; and*

The proposed Zoning Map Amendment is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities, to accommodate the uses and development densities or intensities allowed in the proposed zone. The TOD Overlay would simply bring the Zoning Ordinance and Map into conformance with development density ranges into consistency with State law (SB 79). They would help facilitate new, higher density and transit-oriented development in appropriate areas, which would serve to advance numerous City goals related to community design, environment, and economic development. The TOD Overlay would also establish residential development standards for sites that are not zoned for residential development but subject to SB 79. Moreover, the City retains authority through any future discretionary approvals to address project-specific health, safety, and welfare concerns in the TOD Overlay District. If projects are eligible for streamlining under State law, they would still be subject to the City's Objective Design Standards.

i. *If located within or adjacent to residential areas, the requested zone change is compatible with the character of the residential neighborhood.*

The proposed zoning map amendment would create a TOD Overlay District in the half mile areas around three transit-oriented development stops within the City. The proposed map amendment is generally compatible with the character of the residential neighborhoods. The TOD Overlay would bring the Zoning Ordinance and Map into conformance with development density ranges into consistency with State law (SB 79). They would help facilitate new, higher density and transit-oriented development in appropriate areas, which would serve to advance numerous City goals related to community design, environment, and economic development. The TOD Overlay would also establish residential development standards for sites that are not zoned for residential development but subject to SB 79. Moreover, the City retains authority through any future discretionary approvals to address project-specific health, safety, and welfare concerns in the TOD Overlay District. If projects are eligible for streamlining under State law, they would still be subject to the City's Objective Design Standards.

***Urgency Ordinance***

The urgency ordinance is proposed as a necessary interim measure to ensure the City of Milpitas maintains local regulatory authority over transit-oriented housing development in advance of the July 1, 2026, effective date of Senate Bill 79 (SB 79). SB 79 establishes new statewide requirements for the approval of qualifying housing projects near major transit stops and preempts any local zoning or development standards that are inconsistent with its provisions, unless a city adopts local implementing regulations that are consistent with state law. The urgency ordinance is structured to take effect immediately upon adoption by a four-fifths vote of the City Council, as authorized by California Government Code Section 36937(b), thereby preventing any regulatory gap between the effective date of SB 79 and the adoption of a permanent local ordinance.

The ordinance is designed to align the City's zoning code with the new state requirements by establishing a Transit-Oriented Development (TOD) Overlay District and incorporating SB 79's eligibility criteria, development standards, and streamlined approval processes for qualifying projects. This approach enables the City to continue applying locally tailored standards for development, affordability, and design within the parameters set by state law, while also ensuring consistency with the Milpitas 2040 General Plan, the Milpitas Metro Specific Plan, and the Gateway-Main Street Specific Plan.

Adoption of the urgency ordinance will allow the City to:

- Apply objective local development standards and design guidelines to qualifying transit-oriented housing projects, provided these standards do not conflict with SB 79.
- Maintain consistency with adopted specific plans and the General Plan, supporting the City's long-term vision for higher-density, mixed-use, and transit-accessible neighborhoods.
- Ensure that local procedures for zoning amendments, public notice, and hearings are followed to the extent permitted by state law, thereby supporting transparency and public participation in the land use process.
- Provide a clear regulatory framework for applicants and staff during the interim period, reducing uncertainty and the risk of project delays or legal challenges

If the urgency ordinance is not adopted, the City would be required to process qualifying projects solely under the default standards established by SB 79, which may not reflect local planning objectives or community preferences. The urgency ordinance is therefore a critical tool for preserving the City's ability to implement local standards and to manage the transition to full compliance with SB 79.

**POLICY ALTERNATIVE(S):**

**Alternative 1: Do not adopt the Urgency Ordinance.**

Pros: None

Cons: If the City does not adopt an urgency ordinance, it would prevent the City from applying any locally tailored development standards, affordability requirements, or tenant protections to eligible projects during the period between the effective date of SB 79 and the adoption of a permanent local ordinance. It would also

increase the likelihood that projects will be approved under state default standards, which may not align with the City's adopted planning objectives, specific plan policies, or community design preferences.

Reason for Not Recommending: This alternative is not recommended because it would create a temporary gap in the City's ability to enforce local standards and procedures for qualifying housing development that invoke SB 79. The absence of interim local regulations could undermine established policy goals related to housing quality, affordability, and neighborhood compatibility, and would forfeit the City's opportunity to maintain consistency with its General Plan and specific plans during the period before a permanent ordinance is adopted

**PROJECT SCHEDULE/KEY MILESTONES**

The following timeline outlines the key steps for implementation:

- May 19, 2026: City Council consideration and potential adoption of the urgency ordinance.
- Immediate: Ordinance becomes effective upon adoption by a four-fifths vote, ensuring no lapse in local regulatory authority.
- May 19, 2026: City Council consideration and potential adoption of the permanent ordinance.
- May – June 2026: Publication and posting of the adopted ordinance in accordance with Government Code Section 36933.
- June 2, 2026: City Council consideration and potential second reading of the permanent ordinance.
- July 1, 2026: SB 79 becomes operative statewide; City's urgency ordinance ensures local standards remain in effect.
- July 2, 2026: Potential permanent ordinance goes into effect and the urgency ordinance is automatically repealed.

**FISCAL IMPACT:**

There is no direct fiscal impact associated with adoption of the proposed urgency ordinance. Any administrative costs associated with ordinance adoption and California Department of Housing and Community Development (HCD) coordination would be absorbed within existing departmental resources.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

The proposed urgency ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Government Code Section 65912.160(c)(2). This is an ordinance implementing Senate Bill 79.

**ATTACHMENT(S):**

(a) Draft Urgency Ordinance (with Exhibit 1: Zoning Map Amendment)

**REGULAR**

**NUMBER: 38.860**

**TITLE: AN UNCODIFIED URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING THE ZONING MAP AND MILPITAS MUNICIPAL CODE TITLE XIII, CHAPTER B.20, TO ADD THE TRANSIT-ORIENTED DEVELOPMENT OVERLAY DISTRICT AND REGULATIONS IMPLEMENTING SENATE BILL 79 DEVELOPMENT STANDARDS, AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA.**

**HISTORY:** This Urgency Ordinance was adopted by the City Council by a four-fifths (4/5) vote to protect the public health, safety and welfare 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 M. Curtis, City Attorney

**RECITALS AND FINDINGS:**

**WHEREAS**, Senate Bill 79 ("SB 79") was signed on October 10, 2025, and codified as California Government Code Sections 65912.155 et seq., and states, among other things, that notwithstanding local law to the contrary, and effective July 1, 2026, a housing development project, as defined, within one-half mile of a transit oriented development stop, as defined, is an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with applicable requirements, as specified; and

**WHEREAS**, SB 79 is anticipated to affect development near three (3) transit-oriented development stops within Milpitas (the Milpitas BART Station, the Great Mall VTA Light Rail Station, and the Alder VTA Light Rail Station); and

**WHEREAS**, it is estimated that there are about 3,500 parcels within one-half mile of these three (3) transit-oriented developments stops within Milpitas; and

**WHEREAS**, California Government Code Sections 65300 et seq. require each city to prepare and adopt a comprehensive, long-term general plan for the physical development of the county or city; and

**WHEREAS**, on March 9, 2021, the Milpitas City Council adopted the Milpitas 2040 General Plan, updating and revising the land use policies, goals, and objectives contained in the City's previous General Plan; and

**WHEREAS**, on September 2, 2025, the Milpitas City Council adopted a comprehensive update to the zoning ordinance, including the addition of a new Title XIII – Zoning to the Milpitas Municipal Code and amendments to various other sections of the Municipal Code for consistency with the updated Zoning Ordinance and amended the Zoning Map of the City of Milpitas to achieve consistency between the updated Zoning Ordinance and Zoning Map; and

**WHEREAS**, pursuant to the City's General Plan and the implementing Zoning Ordinance, the following zoning districts allow residential, mixed, or commercial development: General Commercial (C2), Metro Business Park Research and Development – Limited Residential (BPRD-R-Metro), Metro Multi-Family High Density Residential (R3-Metro), Metro Multi-Family Very High Density Residential (R4-Metro), Metro Urban Residential (R5-Metro), Metro High Density Mixed Use (MXD2-Metro), Metro Very High Density Mixed Use (MXD3-Metro), Multi-Family (R3), Multi-Family Very High Density (R4), Single-Family (R1), Mixed Use (MXD), and Main Street Mixed-Use (MS-MU); and

**WHEREAS**, pursuant to the City's General Plan and the implementing Zoning Ordinance, the following zoning districts are not zoned for residential, mixed, or commercial development: Heavy Industrial (M2), Institutional (I), Park and Public Open Space (POS), Business Park Research and Development (BPRD), and Metro Business Park Research and Development (BPRD-Metro). The City Council finds and determines that it is not and was not its intent to zone properties in these districts for residential, mixed, or commercial development and that any residential, mixed, or commercial use allowed in these zones is incidental and neither determinative nor reflective of the purpose for which these properties were zoned; and

**WHEREAS**, SB79 may allow residential units in areas not already zoned for residential development and fails to explicitly specify a process for applying the various local zoning regulations governing residential development to facilitate its compatibility with neighboring uses and protect the public health, safety and welfare; and

**WHEREAS**, absent local regulation addressing the new circumstances created by SB79, SB79's absence of a clear process for applying local residential zoning rules outside of residential zones creates a possibility of residential development contrary to existing local regulations necessary to protect health, safety, and welfare; and

**WHEREAS**, while SB 79 does not apply to all parcels and all projects within one-half mile of transit-oriented development stops, in the absence of locally tailored regulations providing an orderly and legally compliant implementation of SB 79, persons and entities seeking to develop in these areas would no longer have clear planning regulations, which will result in unnecessarily delayed and substandard development, including the development of housing and affordable housing projects critical to the shelter of residents during a time in which the State of California has declared the state to be in a housing crisis; and

**WHEREAS**, California Government Code Section 65912.160 provides that a local government may enact an ordinance to make its zoning code consistent with SB 79 and that such an ordinance is not considered a project subject to environmental review pursuant to Division 13 (commencing with Section 21000) of the Public Resources Code (the California Environmental Quality Act or "CEQA"); and

**WHEREAS**, the City has diligently prepared Zoning Amendment No. ZA26-0003 ("Amendment") to the City's Municipal Code, adding a new section to Title XIII, Chapter B.20 of the Milpitas Municipal Code to create a Transit-Oriented Development Overlay (-TOD) zoning district and regulations implementing Senate Bill 79 development standards ("Regular Ordinance"); and

**WHEREAS**, consistent with California Government Code Section 65912.160(d), at least 14 days prior to the adoption of the Regular Ordinance, the City submitted a draft of this ordinance to the California Department of Housing and Community Development ("HCD") and received no feedback from HCD; and

**WHEREAS**, consistent with California Government Code Section 65912.160(d), within 60 days of enacting the Regular Ordinance, the City is to submit it to HCD for review, and HCD has up to 120 days to report to the City whether it believes the enacted ordinance is in substantial compliance with SB 79; and

**WHEREAS**, the extended time periods for HCD review and consequently limited time to implement SB 79 necessitate an interim enactment to guide development while the City takes more permanent action; and

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

**WHEREAS**, on May 19, 2026, the City Council held a lawfully-noticed public hearing and after considering all testimony and written materials provided in connection with that

hearing adopted this Urgency Ordinance, waived the reading thereof, and declared it necessary for the immediate preservation of the public peace, health, and safety; and

**WHEREAS**, SB 79 takes effect on July 1, 2026, and a regular, non-urgency ordinance implementing SB 79 would not become effective until 30 days after its adoption at a second reading, pursuant to California Government Code Section 36937; and

**WHEREAS**, without adoption of this Ordinance on an urgency basis, there exists an interim period between July 1, 2026, the date SB 79 becomes operative, and the date a permanent, non-urgency ordinance implementing SB 79 would otherwise take effect, during which qualifying transit-oriented housing development projects within one-half mile of the Milpitas BART Station, the Great Mall VTA Light Rail Station, and the Alder VTA Light Rail Station could be submitted and processed without the clearly applicable benefit of the City's locally tailored development standards, objective design standards, affordability requirements, tree protection regulations, anti-displacement protections, and other local regulations established by this Ordinance; and

**WHEREAS**, the absence of locally adopted implementing regulations during this interim period constitutes a current and immediate threat to the public peace, health, and safety because, without immediate adoption of this Urgency Ordinance, the City would be well-positioned to apply its locally tailored standards to qualifying transit-oriented housing development projects submitted on or after July 1, 2026, and it is the present intention of the City Council to keep this Urgency Ordinance in effect only until the adoption and effective date of a permanent ordinance implementing SB 79; and

**WHEREAS**, the City Council finds and declares that this Urgency Ordinance is necessary for the immediate preservation of the public peace, health, and safety within the meaning of California Government Code Sections 65858 and 36937, and that the facts constituting such urgency are set forth herein; and

**WHEREAS**, all prerequisites for the adoption of this ordinance have been met.

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

## SECTION 1. RECORD AND BASIS FOR ACTION

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

## SECTION 2. ZONING ORDINANCE TEXT AND MAP AMENDMENT FINDINGS (XIII-D.6.050)

The City Council makes the following findings based on the evidence in the public record in support of this Urgency Ordinance's adoption:

a. *The proposed Zoning Amendment is consistent with and conforms to the goals and policies of the General Plan;*

The proposed text and map amendments are specifically consistent with General Plan Policy IM 1-2, which states to require the City's Zoning Ordinance, planning documents, master plans, infrastructure projects, and development projects to be consistent with the General Plan and State law. This zoning ordinance and map amendment will implement recent legislation (SB 79) and bring the Zoning Ordinance into conformance with state housing law. The proposed text and map amendments are also consistent with General Plan Policy LU2-3, which states to allow densities and intensities which exceed the generally allowed ranges defined by the underlying land use for projects utilizing Density Bonus provisions including bonuses for senior housing, affordable housing, and for projects within designated overlay districts, as well as General Plan Policy LU2-2, which states to continue to utilize Overlay Zoning Districts as needed to supplement land use and zoning standards with additional allowances and regulations that reflect and use and policy objectives for a particular area. The intent of SB 79 is to build more homes near transit to reduce housing and transportation costs for California families and promote environmental sustainability, economic growth, and reduce traffic congestion. Implementing the TOD Overlay District will not only bring the Zoning Ordinance into conformance with state law but also permit a greater variety of housing types in densities in areas close to major transit stops. The proposed text and map amendments are also consistent with General Plan Policy LU3-1, which states to support regional efforts that promote higher densities near major transit and travel facilities, and reduce regional vehicle miles traveled by supporting active modes of transportation including walking, biking, and public transit; support local and regional land use decisions that promote safe access to and the use of alternatives to auto transit, as well as General Plan Policy LU3-2, which states to continue to utilize planning tools (including specific plans and overlay districts) that promote transit-oriented and mixed-use development objectives near the Milpitas Transit Center. The TOD Overlay District will coincide with regional efforts and conform with state law to allow higher densities near transit and specifically continue to promote housing near the Milpitas Transit Center.

*b. The proposed Zoning Amendment is consistent with and conforms to the goals and policies of any Specific Plan, if applicable;*

The proposed zoning text and map amendments are consistent with and conform to the goals and policies of the Milpitas Metro Specific Plan (Metro). The core of the Metro Plan Vision is to create a complete and unique urban neighborhood. The proposed zoning text and map amendments are specifically consistent with Metro Specific Plan Land Use Policy LU2 (Transit Orientation), which states to capitalize on the transit orientation of the Plan Area to support transit ridership, reduce traffic congestion and greenhouse gas emissions, and support livability, and LU3 (Housing Diversity and Affordability), which states to provide transit-oriented housing that is accessible and affordable for a range of household types and income levels. The TOD Overlay District will not only conform with state law to allow higher densities near transit but also specifically continue to promote a variety of housing near the Milpitas Transit Center. The proposed zoning text and map amendments are also

consistent with and conform to the goals and policies of the Gateway-Main Street Specific Plan (Gateway). While the proposed zoning map and text amendment would only affect the southern end (South of O'Toole Elms Park to Curtis Avenue) of the Main Street District, South Railyards District, Elmwood District, and the Curtis neighborhood of the Gateway Plan, the TOD Overlay District will help implement the Plan's vision of Main Street as a walkable, mixed-use urban village accessible from the surrounding community. One of the guiding principles of the Gateway Plan is to integrate a mix of housing types, scales, and affordability, including mixed-use, housing for families, smaller unit homes, live-work, senior housing, and affordable housing. The TOD Overlay District will allow higher densities near the Great Mall Light Rail Station, which will continue to facilitate a variety of housing types at different affordability levels near transit.

c. *The proposed Zoning Amendment will not be detrimental to the public interest, health, safety, convenience, and general welfare;*

The proposed zoning text and map amendments will not be detrimental to the public interest, health, safety, convenience, and general welfare, because the action would allow varying residential densities in the TOD Overlay District that are consistent with State law and bring the overall Zoning Ordinance into conformance with State law. They would help facilitate new, higher density and transit-oriented development in appropriate areas, which would serve to advance numerous City goals related to community design, environment, and economic development. Moreover, the City retains authority through any future discretionary approvals to address project-specific health, safety, and welfare concerns in the TOD Overlay District.

d. *The proposed Zoning Amendment is in compliance with the provisions of California Environmental Quality Act;*

The proposed zoning text and map amendments are not a project under CEQA pursuant to Government Code Section 65912.160(c)(2). Adoption of the ordinance is a statutory implementation action.

e. *When considering a reduction of residential density, ensure compliance with California Government Code Section 65863 by either finding that the remaining sites identified in the Housing Element are adequate to accommodate the City's share of the regional housing need or by identifying sufficient additional, adequate, and available sites with an equal or greater density so that there is no net loss in residential density;*

This finding is not applicable. The zoning text and map amendments are not reducing residential density.

f. *The proposed Zoning Amendment would not result in a net loss of potential housing units;*

The proposed Zoning Amendment would not result in a net loss of potential housing, as the Project amends the Zoning Ordinance to allow for qualifying housing projects in transit-oriented development zones pursuant to State law (SB 79).

*g. The proposed Zoning Ordinance Text Amendment is internally consistent with other applicable provisions of this Title;*

The proposed Zoning Ordinance Text Amendment is instituting changes to the Zoning Ordinance that reflect and conform with recent State law (SB 79). The purpose of the Zoning Ordinance is to promote public health, safety, comfort, and general welfare, and to enable appropriate and orderly development. More specifically, the Zoning Ordinance was adopted to provide standards for orderly growth and development of the city, and guide and control the use of land to provide a safe, harmonious, attractive, and sustainable community, as well as achieve the arrangement of land uses depicted in the General Plan, consistent with the goals and policies of the General Plan. The proposed zoning text amendment will create a Transit-Oriented Development Overlay District that will specifically apply to qualifying housing projects within a half mile of qualifying transit-oriented development stops. The amendments are consistent with the Zoning Ordinance as a whole and do not create any internal inconsistencies.

*h. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities, to accommodate the uses and development densities or intensities allowed in the proposed new zone; and*

The proposed Zoning Map Amendment is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities, to accommodate the uses and development densities or intensities allowed in the proposed zone. The TOD Overlay would simply bring the Zoning Ordinance and Map into conformance with development density ranges into consistency with State law (SB 79). They would help facilitate new, higher density and transit-oriented development in appropriate areas, which would serve to advance numerous City goals related to community design, environment, and economic development. The TOD Overlay would also establish residential development standards for sites that are not zoned for residential development but subject to SB 79. Moreover, the City retains authority through any future discretionary approvals to address project-specific health, safety, and welfare concerns in the TOD Overlay District. If the projects are eligible for streamlining under State law, they would still be subject to the City's Objective Design Standards.

*i. If located within or adjacent to residential areas, the requested zone change is compatible with the character of the residential neighborhood.*

The proposed zoning map amendment would create a TOD Overlay District in the half mile areas around three transit-oriented development stops within the City. The

proposed map amendment is generally compatible with the character of the residential neighborhoods. The TOD Overlay would bring the Zoning Ordinance and Map into conformance with development density ranges into consistency with State law (SB 79). They would help facilitate new, higher density and transit-oriented development in appropriate areas, which would serve to advance numerous City goals related to community design, environment, and economic development. The TOD Overlay would also establish residential development standards for sites that are not zoned for residential development but subject to SB 79. Moreover, the City retains authority through any future discretionary approvals to address project-specific health, safety, and welfare concerns in the TOD Overlay District. If the projects are eligible for streamlining under State law, they would still be subject to the City's Objective Design Standards.

**SECTION 3. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XIII, CHAPTER B.20**

Title XIII, Chapter B.20 of the Milpitas Municipal Code is hereby amended to add Section B.20.040 Transit-Oriented Development Overlay Zone and reads as follows:

**A. Purpose.** The Transit-Oriented Development (TOD) Overlay Zone implements California Government Code Sections 65912.155 et seq., herein referred to as Senate Bill 79 (SB 79).

**B. Applicability**. The TOD Overlay Zone is applicable to any zoning district on lands that are within one-half mile from a transit-oriented development stop, as defined by Section 21064.3 of the California Public Resources Code. This Section is only applicable so long as SB 79 is operative and effective and shall thereafter be of no force or effect, including if transit-oriented housing development projects are no longer required by applicable state law to be an allowed use on sites zoned for residential, mixed, or commercial use within the TOD Overlay Zone.

**C. Definitions**. The following definitions included in California Government Code Section 65912.156 are incorporated herein by reference and shall be applied to this Section only:

1. Housing Development Project;
2. Residential Floor Area Ratio;
3. Tier 1 Transit-Oriented Development Stop;
4. Tier 2 Transit-Oriented Development Stop;
5. Transit-Oriented Development Stop; and
6. Transit-Oriented Development Zone.

Additional definitions provided in California Government Code Section 65912.156 are not directly incorporated in this Section but may be referenced as applicable to this Section only.

The following additional definitions, which do not appear in California Government Code Section 65912.156, also apply to this Section only:

"Transit-oriented housing development project" shall mean housing development projects allowed pursuant to California Government Code Section 65912.157.

**D. Permitted, Accessory, and Conditionally Permitted Uses**. Notwithstanding anything to the contrary in this Section, the permitted, accessory, and conditional uses allowed within the TOD Overlay Zone are the same uses as allowed within the underlying base zones, except as otherwise required by SB 79.

**E. Tier 1 and Tier 2 Transit-Oriented Development Stops**

1. The following Tier 1 TOD stops are located within the City of Milpitas:
    a. Milpitas BART Station
2. The following Tier 2 TOD stops are located within the City of Milpitas:
    a. Great Mall VTA Light Rail Station
    b. Alder VTA Light Rail Station

**F. Development Standards**. The development standards for the underlying base zoning district shall apply, except as modified below:

1. A housing development project shall be an allowed use as a transit-oriented housing development project on any site zoned for residential, mixed, or commercial development within one-half or one-quarter mile of a transit-oriented development stop, if the development complies with the following requirements in addition to all otherwise applicable laws:
    a. Includes at least five dwelling units.
    b. The average total area of floor space for the proposed units in the transit-oriented housing development project does not exceed 1,750 net habitable square feet.
    c. For a transit-oriented housing development project within one-quarter mile of a Tier 1 transit-oriented development stop, all of the following apply, unless otherwise permitted under the applicable Specific Plan:
        (i) Max height: 75 feet
        (ii) Min Density: 60 du/acre; Max density: 120 du/acre
        (iii) Residential floor area ratio max: 3.5
        (iv) Follow all other development standards as specified for the R5-Metro zoning district.
    d. For a transit-oriented housing development project further than one-quarter mile but within one-half mile of a Tier 1 transit-oriented stop, all of the following apply, unless otherwise permitted under the applicable Specific Plan:
        (i) Max height: 65 feet

(ii) Min Density: 60 du/acre; Max density: 100 du/acre

(iii) Residential floor area ratio max: 3

(iv) Follow all other development standards as specified for the R5-Metro zoning district.

e. For a transit-oriented housing development project within one-quarter mile of a Tier 2 transit-oriented development stop, all of the following apply, unless otherwise permitted under the applicable Specific Plan:

(i) Max height: 65 feet

(ii) Min Density: 60 du/acre; Max density 100 du/acre

(iii) Residential floor area ratio max: 3

(iv) Follow all other development standards as specified for the R5-Metro zoning district.

f. For a transit-oriented housing development project further than one-quarter mile but within one-half mile of a Tier 2 transit-oriented development stop, all of the following apply, unless otherwise permitted under the applicable Specific Plan:

(i) Max height: 55 feet

(ii) Min Density: 50 du/acre; Max density 80 du/acre

(iii) Residential floor area max: 2.5

(iv) Follow all other development standards as specified under the R4-Metro zoning districts.

g. Areas zoned R1-6: For a qualifying transit-oriented housing development project within the R1 zoning district, the following apply:

(i) Include at least five dwelling units; and

(ii) Max height: See Tier 1 or 2 standards

(iii) Min density: 30 du/acre; Max: See Tier 1 or 2 standards.

(iv) Follow all other development standards as specified under the R4 zoning district.

h. Adjacency Bonus: A transit-oriented housing development project that is immediately adjacent to a transit-oriented development stop (200 feet proximity) shall be eligible for an adjacency intensifier to:

(i) Increase the height limit by an additional 20 feet; and

(ii) Increase the maximum density by an additional 40 du/acre

(iii) Increase the residential floor area ratio by 1

2. For the purposes of this Section, the distance of a transit-oriented housing development project from a transit-oriented development stop shall be measured in a straight line from the nearest edge of the parcel containing the proposed project to a pedestrian access point for the transit-oriented development stop.

3. Transit-oriented housing development projects shall not be located on either of the following:

    a. A site containing more than two units where the development would require the demolition of housing that is subject to any form of rent or price control that has been occupied by tenants within the past seven years.

    b. A site that was previously used for more than two units of housing that were demolished within seven years before the development proponent submits an application under this Section and any of the units were subject to any form of rent or price control.

4. Transit-oriented housing development projects proposed pursuant to this Section shall meet the labor standards of subparagraphs (A), (B), (C), (D), (F) and (G) of paragraph (8) of subdivision (a) of California Government Code Section 65913.4 for any building over 85 feet in height.

**G. Additional Requirements.** Transit-oriented housing development projects allowed pursuant to this Section remain subject to local requirements otherwise applicable to housing development projects, including but not limited to:

1. Development plans must be approved pursuant to all applicable design review procedures under Chapter C.2 (General Development Standards), including the Milpitas Residential and Mixed-Use Objective Design Standards.

2. Developments proposing to remove protected trees shall comply with Milpitas Municipal Code Section X-2-7.01 (Existing Trees Protected).

3. All applicable projects must comply with the affordable housing requirements in Milpitas Municipal Code Chapter XII-1 (Affordable Housing Ordinance).

4. Developments proposing to utilize State Density Bonus Law shall comply with the procedures in Chapter C.12 (Density Bonus for Affordable Housing Developments).

    a. Developments under this Section shall be eligible for a density bonus, incentives or concessions, waivers or reductions of development standards, and parking ratios pursuant to California Government Code Section 65915, using the density allowed under this Section as the base density. If the development proposes a height under this Section in excess of the height limit, then the City shall not be required to grant the waiver, incentive, or concession pursuant to California Government Code Section 65915 for additional height beyond specified in this Section.

b. A development shall be eligible for the following additional concessions, if it meets the applicable density thresholds specified:

(i) For a development providing housing for extremely low income households, three additional concessions.

(ii) For a development providing housing for very low income households, two additional concessions.

(iii) For a development providing housing for low-income households, one additional concession.

(iv) To qualify for these additional concessions, the development must meet the following applicable density thresholds:

a. For a transit-oriented housing development project within one-quarter mile of a Tier 1 transit-oriented development stop achieve a minimum density of 90 du/acre.

b. For a transit-oriented housing development project further than one-quarter mile but within one-half mile of a Tier 1 transit-oriented stop, achieve a minimum density of 75 du/acre.

c. For a transit-oriented housing development project within one-quarter mile of a Tier 2 transit-oriented development stop, achieve a minimum density of 75 du/acre.

d. For a transit-oriented housing development project further than one-quarter mile but within one-half mile of a Tier 2 transit-oriented development stop, achieve a minimum density of 60 du/acre.

5. Developments shall comply with all applicable development impact fees.

6. Developments proposing subdivision of land shall comply with Milpitas Subdivision Ordinance (Title XI, Chapter 1).

7. Developments shall comply with California Government Code Section 66300.6, including any local requirements or processes implementing the provisions of Section 66300.6.

8. Developments shall comply with any applicable local demolition and anti-displacement standards established through a local ordinance pursuant to California Government Code Section 65912.157(f) and Title XII (Housing).

9. All standards otherwise applicable under this Title, the General Plan, and any applicable Specific Plan, Planned Use Development, or Development Agreement.

**H. Affordability Provisions**. A housing development proposed pursuant to this Section shall include on-site housing for lower income households by complying with one of the following requirements:

1. Any of the following:

    a. At least 7 percent of the total units are dedicated to extremely low income households, as defined in Section 50106 of the California Health and Safety Code.

    b. At least 10 percent of the total units are dedicated to very low income households, as defined in Section 50105 of the California Health and Safety Code.

    c. At least 13 percent of the total units are dedicated to lower income households, as defined in Section 50079.5 of the California Health and Safety Code.

2. This Subsection shall not apply to any development of 10 units or less.

3. All units dedicated to extremely low income, very low income, and low-income households pursuant to the above section shall meet both of the following:

    a. The units shall have an affordable housing cost, as defined in Government Code Section 50052.5 of the Health and Safety Code, or an affordable rent, as defined in Government Code Section 50053 of the Health and Safety Code.

    b. The development proponent shall agree to the continued affordability of all affordable rental units included pursuant to this section for 55 years and all affordable ownership units included pursuant to this section for a period of 45 years.

4. If the City of Milpitas's inclusionary housing requirement in Milpitas Municipal Code Chapter XII-1 (Affordable Housing Ordinance) mandates a higher percentage of affordable units or a deeper affordability than that described above, then the City's inclusionary housing requirement mandate shall apply in addition to the requirements above.

**I. Streamlining Incentives**.

1. A housing development project proposed pursuant to this Section shall be eligible for streamlined ministerial approval pursuant to California Government Code Section 65913.4 in accordance with all of the following:

    a. The proposed project shall be exempt from subparagraph (A) of paragraph (4) of, and paragraph (5) of, subdivision (a) of California Government Code Section 65913.4.

    b. The proposed project shall comply with the affordability requirements in subclauses (I) to (III), inclusive of clause (i) of subparagraph (B) of paragraph (4) of subdivision (a) of California Government Code Section 65913.4.

    c. The proposed project shall comply with all other requirements of Government Code Section 65913.4, including, but not limited to, the

prohibition against a site that is within a very high fire hazard severity zone, pursuant to subparagraph (D) of paragraph (6) of subdivision (a) of California Government Code Section 65913.4.

2. Any housing development proposed pursuant to this Section not seeking streamlined approval under California Government Code Section 65913.4 shall be reviewed according to the City of Milpitas's development review process and California Government Code Section 65589.5, except that any zoning standard that conflicts with the requirements of this Section shall not apply.

**SECTION 4. AMENDMENT OF THE ZONING MAP OF THE CITY OF MILPITAS**

The Zoning Map of the City of Milpitas, as amended, which was adopted as part of Ordinance No. 38.858, enacted as Title XIII, Chapter A, Section 2.060 of the Milpitas Municipal Code ("Zoning Map"), is hereby amended by rezoning the land use designation of only those parcels depicted within the depicted map as attached hereto as **Exhibit 1**.

**SECTION 5. CALIFORNIA ENVIRONMENTAL QUALITY ACT**

The City Council finds, pursuant to Government Code Section 65912.160(c)(2), the provisions of this Ordinance do not constitute a project and therefore are statutorily exempt from the California Environmental Quality Act.

**SECTION 6. URGENCY DECLARATION**

Pursuant to California Government Code Sections 65858 and 36937, the City Council hereby finds and declares that this Urgency Ordinance is necessary for the immediate preservation of the public peace, health, and safety, including for the following reasons:

Senate Bill 79 (California Government Code Sections 65912.155 et seq.) takes effect on July 1, 2026. SB 79 permits qualifying housing projects in areas that may not be otherwise zoned for housing projects and fails to specify sufficient standards for the development of such housing projects in the absence of applicable local regulations. If the permanent ordinance implementing SB 79 is adopted as a regular ordinance at a subsequent City Council meeting, it would not become effective until 30 days after the second reading pursuant to California Government Code Section 36937. Between July 1, 2026 and the date on which a permanent ordinance implementing SB 79 would otherwise take effect, there exists an interim period during which qualifying transit-oriented housing development projects may be submitted and processed without the clear benefit of the City's locally tailored development standards, objective design standards, affordability requirements, and other local regulations established by this Ordinance.

During this interim period, the absence of locally adopted implementing regulations would mean that qualifying housing development projects within one-half mile of the Milpitas BART Station, the Great Mall VTA Light Rail Station, and the Alder VTA Light Rail Station would be governed by state default standards that were adopted without reference to local circumstances or regulatory schemes. Such disordered development would not only upset the City's locally tailored standards designed to protect the public peace, health, safety, and welfare of Milpitas residents and neighborhoods but also creates confusion as to the applicability of local regulations that protect the public peace, health, safety, and welfare. This constitutes a current and immediate threat to the public peace, health, and safety, including for the following reasons:

- Without immediate adoption of local implementing standards, there would be untenable confusion in the applicability of the City's Objective Design Standards, affordability requirements, tree protection regulations, subdivision requirements, and other generally applicable local regulations to qualifying transit-oriented housing development projects submitted on or after July 1, 2026, during the gap period before a permanent ordinance takes effect.
- The interim period between July 1, 2026 and the effective date of a permanent ordinance creates a regulatory gap that, if left unaddressed, could result in the approval of substandard projects that do not reflect the City's community design goals, neighborhood compatibility standards, and infrastructure capacity considerations.
- Immediate adoption of this Urgency Ordinance eliminates the regulatory gap by ensuring that the City's locally tailored TOD Overlay District standards are in place and operative as of July 1, 2026, the date SB 79 takes effect, thereby protecting the public peace, health, and welfare of the community without interruption.

The design and construction of substandard development, including housing development and affordable housing development, that does not comply with local regulations, neighborhood compatibility standards, and infrastructure capacity consideration jeopardize the health, safety, and welfare of the public for generations to come and undermines the City's goals of establishing safe and adequate shelter for its residents.

**SECTION 7. SEVERABILITY**

The provisions of this Urgency Ordinance are separable, and the invalidity of any phrase, clause, provision, or part has no effect on the validity of the remainder.

**SECTION 8. EFFECTIVE DATE AND POSTING**

This Urgency Ordinance takes effect immediately upon adoption pursuant to California Government Code Section 36937(b) and shall remain in effect until 45 days from the date of adoption, unless extended or repealed by the City Council in accordance with applicable law. The City Council hereby directs the City Clerk to cause this Urgency Ordinance or a summary thereof to be published within fifteen (15) days of adoption in accordance with California Government Code Section 36933, and to post a certified copy of this Urgency Ordinance, including the vote for and against the same, in the Office of the City Clerk.

**SECTION 9. SUNSET DATE**

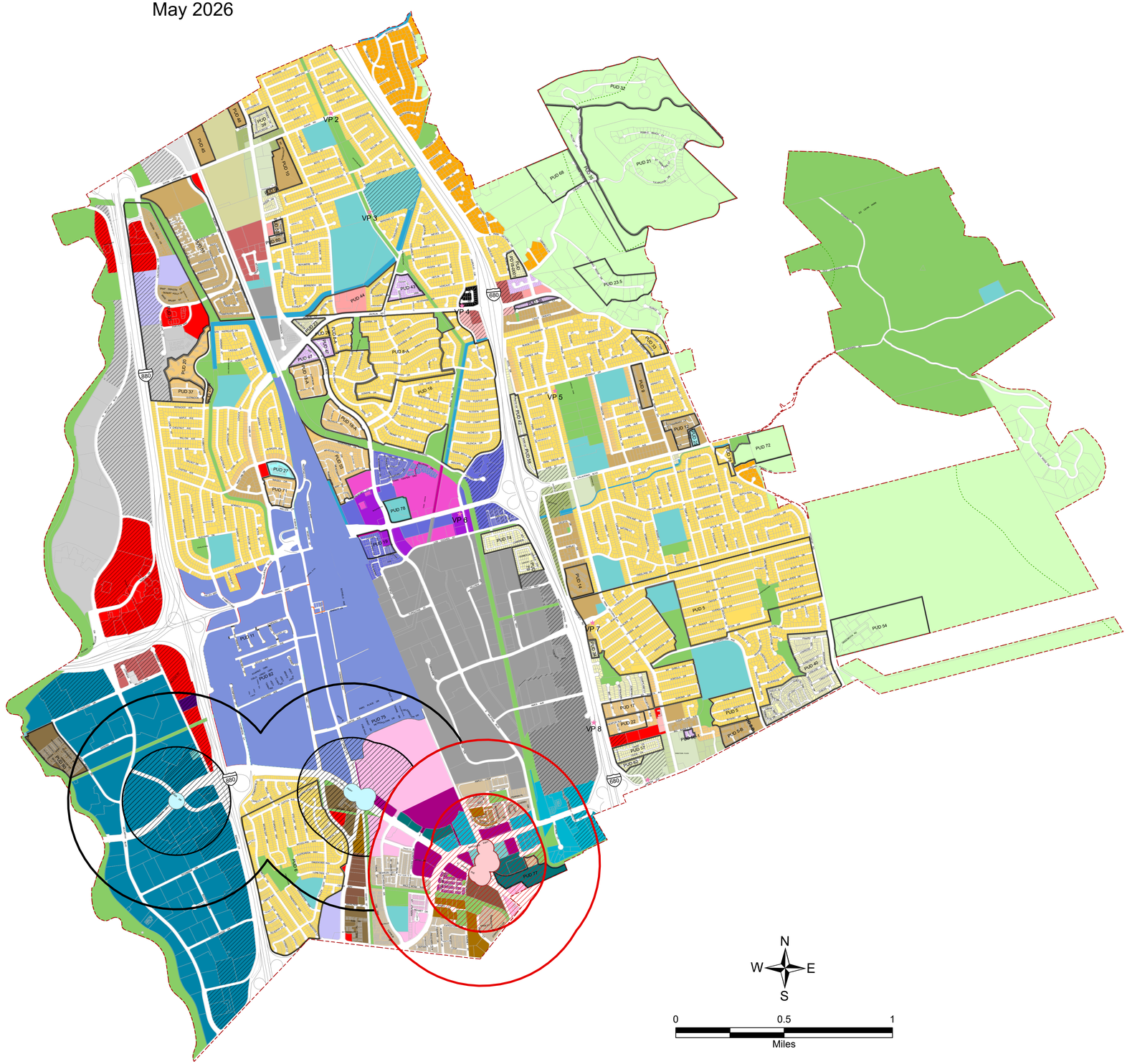
This Urgency Ordinance shall remain in full force and effect until it expires by its terms or until superseded by a permanent ordinance adopted by the City Council implementing SB 79 and the Transit-Oriented Development Overlay District. Upon the effective date of such permanent ordinance, this Urgency Ordinance shall be deemed superseded and of no further force or effect.

## Exhibit 1: Zoning Map Amendment

# CITY OF MILPITAS

## ZONING MAP WITH TOD OVERLAY

May 2026




Zones

- Single-Family minimum lot size 2,500 s.f. (R1-2.5)
- Single-Family minimum lot size 3,000 s.f. (R1-3)
- Single-Family minimum lot size 4,000 s.f. (R1-4)
- Single-Family minimum lot size 5,000 s.f. (R1-5)
- Single-Family minimum lot size 6,000 s.f. (R1-6)
- Single-Family minimum lot size 10,000 s.f. (R1-10)
- Single-Family with Hillside Combining District (R1-H)*
- One or Two-Family (R2)
- Multi-Family (R3)
- Multi-Family Very High Density (R4)
- Mobile Home Park (MHP)
- Mixed Use (MXD)
- Very High Density Mixed Use (MXD3)
- Town Center (TC)
- Town Center (TC1)
- Town Center (TC2)
- Town Center (TC3)
- Neighborhood Commercial Mixed Use (NCMU1)
- Neighborhood Commercial Mixed Use (NCMU2)
- Neighborhood Commercial Mixed Use (NCMU3)
- Administrative and Professional Office (CO)
- Neighborhood Commercial (C1)
- General Commercial (C2)
- Highway Services (HS)
- Light Industrial (M1)
- Heavy Industrial (M2)
- Industrial Park (MP)
- Business Park Research & Development (BPRD)
- Institutional (I)
- Agricultural (A)
- Park and Open Space (POS)
- Waterway

Milpitas Metro Specific Plan Zones

- Metro Multi-Family High Density Residential (R3-Metro)
- Metro Multi-Family Very High Density Residential (R4-Metro)
- Metro Urban Residential (R5-Metro)
- Metro High Density Mixed Use (MXD2-Metro)
- Metro Very High Density Mixed Use (MXD3-Metro)
- Metro Business Park Research & Development, Limited Residential (BPRD-R-Metro)
- Metro Business Park Research & Development (BPRD-Metro)
- See Milpitas Gateway-Main St. Specific Plan for zones

Overlay

- Freeway Corridor Overlay (FC)

TOD Overlay

- Tier 1 - Half Mile
- Tier 1 - Quarter Mile
- Tier 1 - 200ft
- Tier 2 - Half Mile
- Tier 2 - Quarter Mile
- Tier 2 - 200ft

Other Features

- Planned Unit Development (PUD)
- Precise Plan Area of the Midtown Specific Plan
- Midtown Specific Plan Area
- Metro Specific Plan Area
- City Boundary
- Parcels
- Crestline
- View Points

*Note: The "H" Hillside Combining District is mapped as R1-H. The Site and Architectural (S) Overlay was adopted through a voter initiative and is not currently mapped on any parcel.

# CITY OF MILPITAS
# AGENDA REPORT
# (AR)

| | |
|---|---|
| **Item Title:** | **Conduct a Public Hearing and Consider Introducing an Ordinance Adding a New Section to Title XIII, Chapter B.20 of the Milpitas Municipal Code to Create a Transit-Oriented Development Overlay Zoning District to Implement Senate Bill 79 Development Standards (Staff Contact: Jay Lee, Planning Director, 408-586-3073)** |
| **Category:** | Public Hearings-Community Development |
| **Meeting Date:** | 5/19/2026 |
| **Recommendation:** | Conduct a public hearing and determine that the ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Government Code Section 65912.160(c)(2) and introduce an Ordinance adding a new section to Title XIII, Chapter B.20 of the Milpitas Municipal Code to create a Transit-Oriented Development Overlay (TOD) zoning district and regulations implementing Senate Bill 79 development standards (P-ZA26-0002). |

**BACKGROUND:**

Senate Bill 79 (SB 79), the Abundant and Affordable Homes Near Transit Act, was signed by Governor Newsom on October 10, 2025, establishes new statewide requirements for the approval of transit-oriented housing developments near major transit stops, with the intent to increase housing production and promote sustainable, transit-accessible communities. SB 79 adds Sections 65912.155 et seq. to the California Government Code, setting forth eligibility criteria, development standards, and streamlined approval processes for qualifying projects within designated proximity to transit facilities. The law becomes operative on July 1, 2026, and preempts local zoning and development standards that are inconsistent with its provisions, unless a city adopts local implementing regulations that are consistent with SB 79. Table 1 outlines those minimum standards.

The City of Milpitas has three major transit stops and approximately 3,500 properties that would be impacted by SB 79. SB 79 defines a specific type of transit stop called a “transit-oriented development (TOD) stop” segregated into two tiers. Typically, a TOD stop is a major transit station served by heavy rail, high, or very high frequency rail, light rail, or bus rapid transit with a dedicated lane. Table 2 outlines the three major transit stops and their applicable Tier.

**Table 1: Development Standards under SB 79**

| Distance | Tier 1 | Tier 2 |
|---|---|---|
| Adjacent to TOD stop (within 200 feet of pedestrian access point) | Max. Height: 95 feet<br>Min. Density: 30 du/ac<br>Max. Density: 160 du/ac<br>Max. Residential FAR: 4.5 | Max. Height: 85 feet<br>Min. Density: 30 du/ac<br>Max. Density: 140 du/ac<br>Max. Residential FAR: 4.0 |
| ¼-mile from TOD stop | Max. Height: 75 feet<br>Min. Density: 30 du/ac<br>Max. Density: 120 du/ac<br>Max. Residential FAR: 3.5 | Max. Height: 65 feet<br>Min. Density: 30 du/ac<br>Max. Density: 100 du/ac<br>Max. Residential FAR: 3.0 |
| ½-mile from TOD stop | Max. Height: 65 feet<br>Min. Density: 30 du/ac<br>Max. Density: 100 du/ac<br>Max. Residential FAR: 3.0 | Max. Height: 55 feet<br>Min. Density: 30 du/ac<br>Max. Density: 80 du/ac<br>Max. Residential FAR: 2.5 |

**Table 2: Tiers of Transit-Oriented Development Stops in Milpitas**

| Tier | Types of Transit | Applied to Milpitas |
|---|---|---|
| Tier 1 | Heavy Rail<br>Very high frequency commuter rail | Milpitas Transit Center (BART) |
| Tier 2 | Light Rail Transit<br>High-frequency commuter rail<br>Bus Rapid Transit (BRT) | VTA Great Mall Light Rail Station<br>VTA Alder Light Rail Station |

Local governments are authorized to adopt local ordinances to implement the statute as provided in California Government Code Section 65912.160.

On April 22, 2026, staff presented the draft zoning ordinance text and map amendment (P-ZA26-0002) implementing SB 79 to the Planning Commission. The Planning Commission voted unanimously (6-0; Commissioner Brown absent) to adopt Resolution No. 26-008, recommending that the City Council adopt the zoning ordinance text and map amendment (P-ZA26-0002) implementing SB 79, however the Commission provided feedback regarding the possibility of increasing densities.

**ANALYSIS:**

The City of Milpitas has demonstrated its long-standing policy for higher density housing development in its areas served by transit. Since 2002, the City has adopted two Specific Plans (Gateway-Main Street, formerly the Midtown Specific Plan, and Milpitas Metro, formerly Transit Area Specific Plan) that have all increased density around the Tier 1 and Tier 2 TOD Zones. The Metro plan already permits densities in line with SB 79. The area surrounding the Milpitas Transit Center (Tier 1) is zoned MXD3-Metro and allows residential density up to 250 du/acre and building heights up to 275 feet. Moreover, many of the properties immediately adjacent to the Milpitas Transit Center have already been redeveloped with multi-family residential. The Gateway Plan permits densities ranging from 12 to 65 du/acre in the half-mile area surrounding the Great Mall Light Rail Station (Tier 2). Under SB 79, these parcels could be eligible for additional density. However, many of the properties immediately adjacent to the Great Mall Light Rail Station have also been redeveloped with multi-family residential.

Although many areas eligible for SB 79 have been recently redeveloped due to the City's Specific Plan efforts, the proposed ordinance amendment would implement the minimum densities and height maximums under SB 79 and establish residential development standards for sites that are not zoned for residential development but subject to SB 79.

***Proposed Amendments to the Zoning Ordinance***

Based on feedback from the Planning Commission at its April 22, 2026 meeting and to better align with the State's goals for transit-oriented development, staff amended the development standards to increase the minimum allowable densities across both Tiers. The applicable development standards have also been changed to better match the densities. The new minimum densities and standards are shown in Table 3.

The proposed ordinance implements SB 79 and includes the following amendments to Title XIII of the Milpitas Municipal Code (MMC):

- Add subsection B.20.040 Transit-Oriented Development Overlay Zone to Chapter B.20 Overlay Zones and Standards to implement California Government Code Sections 65912.155 through 65912.162 (SB 79). Specifically, it establishes the applicability of the TOD overlay under SB 79, incorporates the relevant definitions under the Government Code, and sets forth the minimum residential and height standards for qualifying housing projects.
- Specifically, the following development standards will apply:

**Table 3: Transit-Oriented Development (-TOD) Overlay Zone Development Standards**

| Distance | Tier 1 | Tier 2 |
|---|---|---|
| Adjacent to TOD stop (within 200 feet of pedestrian access point) | Maximum Height: 95 feet<br>Minimum Density: 60 du/ac<br>Maximum Density: 160 du/ac<br>Maximum Residential FAR: 4.5 | Maximum Height: 85 feet<br>Minimum Density: 60 du/ac<br>Maximum Density: 140 du/ac<br>Maximum Residential FAR: 4.0 |
| ¼-mile from TOD stop | Maximum Height: 75 feet<br>Minimum Density: 60 du/ac<br>Maximum Density: 120 du/ac<br>Maximum Residential FAR: 3.5 | Maximum Height: 65 feet<br>Minimum Density: 60 du/ac<br>Maximum Density: 100 du/ac<br>Maximum Residential FAR: 3.0 |
| ½-mile from TOD stop | Maximum Height: 65 feet<br>Minimum Density: 60 du/ac<br>Maximum Density: 100 du/ac<br>Maximum Residential FAR: 3.0 | Maximum Height: 55 feet<br>Minimum Density: 50 du/ac<br>Maximum Density: 80 du/ac<br>Maximum Residential FAR: 2.5 |

- Projects will be required to follow all other development standards as specified for in the R4-Metro and R5-Metro zoning districts.

- For parcels zoned R1-6 (single-family residential), a qualifying housing project will be subject to a minimum density of 30 du/acre and must follow all other development standards as specified under the R4 zoning district.

***Proposed Amendments to the Zoning Map***

The proposed zoning map amendment is a critical component of the ordinance to implement Senate Bill 79 (SB 79) and ensure compliance with state requirements for transit-oriented development. Following the publication of Planning Commission materials, the Metropolitan Transportation Commission (MTC) and the Santa Clara Valley Transportation Authority (VTA) released draft SB 79 Transit-Oriented Development (TOD) maps that incorporated updated methodologies, including the use of pedestrian access point data for major transit stops. This new information provided a more precise delineation of the half-mile areas around each transit stop, as required by SB 79, and allowed for a more accurate identification of eligible parcels.

In response to these regional mapping updates, City staff reviewed and revised the proposed TOD Overlay boundaries to align with the latest MTC and VTA methodologies. The updated map now reflects the most current and accurate data regarding pedestrian access points and walkable routes to transit, ensuring that the overlay applies only to parcels that are truly within a half-mile walking distance of the designated major transit stops, as defined by state law. This approach is consistent with the intent of SB 79 to promote equitable and effective transit-oriented housing development and to avoid over- or under-inclusion of parcels based on outdated or less precise mapping techniques.

The proposed zoning map amendment (Attachment A – Exhibit 1) will implement the Transit-Oriented Development (-TOD) Overlay on the City's Zoning Map, enacted by Title XIII, Chapter A, Section 2.060 of the Milpitas Municipal Code. The TOD Overlay will apply to all parcels within the updated half-mile areas surrounding the three major transit stops, as defined by Senate Bill 79 and the implementing ordinance.

***General Plan Conformance***

The City's General Plan is the primary long-range planning document that provides the vision for the future growth and development of Milpitas. The proposed zoning text and map amendments implementing SB 79 conform to the policies and standards in the City's General Plan, as demonstrated in the following table:

**Table 4: General Plan Consistency**

| Policy / Actions | Conformance |
|---|---|
| ***Implementation***<br>***Policy IM 1-2:***<br>Require the City's Zoning Ordinance, planning documents, master plans, infrastructure projects, and development projects to be consistent with the General Plan and State law. | **Consistent.** This zoning ordinance and map amendment will implement recent legislation (SB 79) and bring the Zoning Ordinance into conformance with state housing law. |
| ***Land Use Element***<br>***Policy LU 2-3:***<br>Allow densities and intensities which exceed the generally allowed ranges defined by the underlying land use for projects utilizing Density Bonus provisions including bonuses for senior housing, affordable housing, and for projects within designated overlay districts. | **Consistent.** The intent of SB 79 is to build more homes near transit to reduce housing and transportation costs for California families and promote environmental sustainability, economic growth, and reduce traffic congestion. Implementing the TOD Overlay District will not only bring the Zoning Ordinance into conformance with state law but also permit a greater variety of housing types in densities in areas close to major transit stops. |
| ***Land Use Element***<br>***Policy LU 2-2:***<br>Continue to utilize Overlay Zoning Districts as needed to supplement land use and zoning standards with additional allowances and regulations that reflect and use and policy objectives for a particular area. | **Consistent.** The intent of SB 79 is to build more homes near transit to reduce housing and transportation costs for California families and promote environmental sustainability, economic growth, and reduce traffic congestion. Implementing the TOD Overlay District will not only bring the Zoning Ordinance into conformance with state law but also permit a greater variety of housing types in densities in areas close to major transit stops. |
| ***Land Use Element***<br>***Policy LU 3-2:***<br>Continue to utilize planning tools (including specific plans and overlay districts) that promote transit-oriented and mixed-use development objectives near the Milpitas Transit Center. | **Consistent.** The TOD Overlay District will coincide with regional efforts and conform with state law to allow higher densities near transit and specifically continue to promote housing near the Milpitas Transit Center. |

***Specific Plan Conformance***

The proposed zoning ordinance and map amendments are in both the Milpitas Metro (Metro) Specific Plan and Gateway-Main Street (Gateway) Specific Plan area. These designations provide for high-density and medium-density residential uses. As demonstrated in Table 5, the proposed zoning ordinance and map amendments are consistent with the applicable Metro and Gateway-Main Street Specific Plan land use policies.

**Table 5: Metro and Gateway-Main Street Specific Plan Consistency**

| Policy | Conformance |
|---|---|
| ***Metro Specific Plan Land Use Policy LU2:*** Capitalize on the transit orientation of the Plan Area to support transit ridership, reduce traffic congestion and greenhouse gas emissions, and support livability. | **Consistent.** The core of the Metro Plan Vision is to create a complete and unique urban neighborhood. The TOD Overlay District will not only conform with state law to allow higher densities near transit but also specifically continue to promote a variety of housing near the Milpitas Transit Center. |
| ***Metro Specific Plan Land Use Policy LU3:*** Provide transit-oriented housing that is accessible and affordable for a range of household types and income levels. | **Consistent.** The TOD Overlay District will not only conform with state law to allow higher densities near transit but also specifically continue to promote a variety of housing near the Milpitas Transit Center. |
| ***Gateway-Main Street Specific Plan Guiding Principle:*** Integrate a mix of housing types, scales, and affordability, including mixed-use, housing for families, smaller unit homes, live-work, senior housing, and affordable housing. | **Consistent.** While the proposed zoning map and text amendment would only affect the southern end (South of O'Toole Elms Park to Curtis Avenue) of the Main Street District, South Railyards District, Elmwood District, and the Curtis neighborhood of the Gateway Plan, the TOD Overlay District will help implement the Plan's vision of Main Street as a walkable, mixed-use urban village accessible from the surrounding community. The TOD Overlay District will allow higher densities near the Great Mall Light Rail Station, which will continue to facilitate a variety of housing types at different affordability levels near transit. |

***Findings for Approval***

The City Council shall consider the following findings in considering approval of a zoning ordinance amendment:

**Zoning Ordinance Text and Map Amendments (Milpitas Municipal Code Section XIII, Chapter D.6.050)**

a. *The proposed Zoning Amendment is consistent with and conforms to the goals and policies of the General Plan.*

The proposed text and map amendments are specifically consistent with General Plan Policy IM 1-2, which states to require the City's Zoning Ordinance, planning documents, master plans, infrastructure projects, and development projects to be consistent with the General Plan and State law. This zoning ordinance and map amendment will implement recent legislation (SB 79) and bring the Zoning Ordinance into conformance with state housing law. The proposed text and map amendments are also consistent with General Plan Policy LU2-3, which states to allow densities and intensities which exceed the generally allowed ranges defined by the underlying land use for projects utilizing Density Bonus provisions including bonuses for senior housing, affordable housing, and for projects within designated overlay districts, as well as General Plan Policy LU2-2, which states to continue to utilize Overlay Zoning Districts as needed to supplement land use and zoning standards with additional allowances and regulations that reflect and use and policy objectives for a particular area. The intent of SB 79 is to build more homes near transit to reduce

housing and transportation costs for California families and promote environmental sustainability, economic growth, and reduce traffic congestion. Implementing the TOD Overlay District will not only bring the Zoning Ordinance into conformance with state law but also permit a greater variety of housing types in densities in areas close to major transit stops. The proposed text and map amendments are also consistent with General Plan Policy LU3-1, which states to support regional efforts that promote higher densities near major transit and travel facilities, and reduce regional vehicle miles traveled by supporting active modes of transportation including walking, biking, and public transit; support local and regional land use decisions that promote safe access to and the use of alternatives to auto transit, as well as General Plan Policy LU3-2, which states to continue to utilize planning tools (including specific plans and overlay districts) that promote transit-oriented and mixed-use development objectives near the Milpitas Transit Center. The TOD Overlay District will coincide with regional efforts and conform with state law to allow higher densities near transit and specifically continue to promote housing near the Milpitas Transit Center.

b. *The proposed Zoning Amendment is consistent with and conforms to the goals and policies of any Specific Plan, if applicable;*

The proposed zoning text and map amendments are consistent with and conform to the goals and policies of the Milpitas Metro Specific Plan (Metro). The core of the Metro Plan Vision is to create a complete and unique urban neighborhood. The proposed zoning text and map amendments are specifically consistent with Metro Specific Plan Land Use Policy LU2 (Transit Orientation), which states to capitalize on the transit orientation of the Plan Area to support transit ridership, reduce traffic congestion and greenhouse gas emissions, and support livability, and LU3 (Housing Diversity and Affordability), which states to provide transit-oriented housing that is accessible and affordable for a range of household types and income levels. The TOD Overlay District will not only conform with state law to allow higher densities near transit but also specifically continue to promote a variety of housing near the Milpitas Transit Center. The proposed zoning text and map amendments are also consistent with and conform to the goals and policies of the Gateway-Main Street Specific Plan (Gateway). While the proposed zoning map and text amendment would only affect the southern end (South of O'Toole Elms Park to Curtis Avenue) of the Main Street District, South Railyards District, Elmwood District, and the Curtis neighborhood of the Gateway Plan, the TOD Overlay District will help implement the Plan's vision of Main Street as a walkable, mixed-use urban village accessible from the surrounding community. One of the guiding principles of the Gateway Plan is to integrate a mix of housing types, scales, and affordability, including mixed-use, housing for families, smaller unit homes, live-work, senior housing, and affordable housing. The TOD Overlay District will allow higher densities near the Great Mall Light Rail Station, which will continue to facilitate a variety of housing types at different affordability levels near transit.

c. *The proposed Zoning Amendment will not adversely affect the public health, safety and welfare;*

The proposed zoning text and map amendments will not be detrimental to the public interest, health, safety, convenience, and general welfare, because the action would allow varying residential densities in the TOD Overlay District that are consistent with State law and bring the overall Zoning Ordinance into conformance with State law. They would help facilitate new, higher density and transit-oriented development in appropriate areas, which would serve to advance numerous City goals related to community design, environment, and economic development. Moreover, the City retains authority through any future discretionary approvals to address project-specific health, safety, and welfare concerns in the TOD Overlay District.

d. *The proposed Zoning Amendment is in compliance with the provisions of California Environmental Quality Act;*

The proposed zoning text and map amendments are not a project under CEQA pursuant to Government Code Section 65912.160(c)(2). Adoption of the ordinance is a statutory implementation action.

e. *When considering a reduction of residential density, ensure compliance with California Government Code section 65863 by either finding that the remaining sites identified in the Housing Element are adequate to accommodate the City's share of the regional housing need or by identifying sufficient additional, adequate, and available sites with an equal or greater density so that there is no net loss in residential density; and*

This finding is not applicable. The zoning text and map amendments are not reducing residential density.

f. *The proposed Zoning Amendment would not result in a net loss of potential housing units.*

The proposed Zoning Amendment would not result in a net loss of potential housing, as the Project amends the Zoning Ordinance to allow for qualifying housing projects in transit-oriented development zones pursuant to State law (SB 79).

g. *The proposed Zoning Amendment is internally consistent with other applicable provisions of this Title*

The proposed Zoning Ordinance Text Amendment is instituting changes to the Zoning Ordinance that reflect and conform with recent State law (SB 79). The purpose of the Zoning Ordinance is to promote public health, safety, comfort, and general welfare, and to enable appropriate and orderly development. More specifically, the Zoning Ordinance was adopted to provide standards for orderly growth and development of the city, and guide and control the use of land to provide a safe, harmonious, attractive, and sustainable community, as well as achieve the arrangement of land uses depicted in the General Plan, consistent with the goals and policies of the General Plan. The proposed zoning text amendment will create a Transit-Oriented Development Overlay District that will specifically apply to qualifying housing projects within a half mile of qualifying transit-oriented development stops. The amendments are consistent with the Zoning Ordinance as a whole and do not create any internal inconsistencies.

h. *The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities, to accommodate the uses and development densities or intensities allowed in the proposed new zone; and*

The proposed Zoning Map Amendment is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities, to accommodate the uses and development densities or intensities allowed in the proposed zone. The TOD Overlay would simply bring the Zoning Ordinance and Map into conformance with development density ranges into consistency with State law (SB 79). They would help facilitate new, higher density and transit-oriented development in appropriate areas, which would serve to advance numerous City goals related to community design, environment, and economic development. The TOD Overlay would also establish residential development standards for sites that are not zoned for residential development but subject to SB 79. Moreover, the City retains authority through any future discretionary approvals to address project-specific health, safety, and welfare concerns in the TOD Overlay District. If projects are eligible for streamlining under State law, they would still be subject to the City's Objective Design Standards.

i. *If located within or adjacent to residential areas, the requested zone change is compatible with the character of the residential neighborhood.*

The proposed zoning map amendment would create a TOD Overlay District in the half mile areas around three transit-oriented development stops within the City. The proposed map amendment is generally compatible with the character of the residential neighborhoods. The TOD Overlay would bring the Zoning Ordinance and Map into conformance with development density ranges into consistency with State law (SB 79). They would help facilitate new, higher density and transit-oriented development in appropriate areas, which would serve to advance numerous City goals

related to community design, environment, and economic development. The TOD Overlay would also establish residential development standards for sites that are not zoned for residential development but subject to SB 79. Moreover, the City retains authority through any future discretionary approvals to address project-specific health, safety, and welfare concerns in the TOD Overlay District. If projects are eligible for streamlining under State law, they would still be subject to the City's Objective Design Standards.

**POLICY ALTERNATIVE(S):**

**Alternative 1:** Do not adopt the Ordinance.

Pros: None

Cons: If the City does not adopt an ordinance, the City would forgo the opportunity to provide local clarity application procedures, design standards, and other implementation details that are not specified in state law. It would also increase the likelihood that projects will be approved under state default standards, which may not align with the City's adopted planning objectives, specific plan policies, or community design preferences.

Reason for Not Recommending: This alternative is not recommended because the absence of a local implementing ordinance could undermine established policy goals related to housing quality, affordability, and neighborhood compatibility, and would forfeit the City's opportunity to maintain consistency with its General Plan and specific plans. Adopting a local ordinance enables the City to provide a clear, objective, and locally tailored regulatory framework while maintaining compliance with state law.

**PROJECT SCHEDULE/KEY MILESTONES**

The following timeline outlines the key steps for implementation:

- May 19, 2026: City Council consideration and potential adoption of the urgency ordinance.
- Immediate: Ordinance becomes effective upon adoption by a four-fifths vote, ensuring no lapse in local regulatory authority.
- May 19, 2026: City Council consideration and potential adoption of the permanent ordinance.
- May–June 2026: Publication and posting of the adopted ordinance in accordance with Government Code Section 36933.
- June 2, 2026: City Council consideration and potential second reading of the permanent ordinance.
- July 1, 2026: SB 79 becomes operative statewide; City's urgency ordinance ensures local standards remain in effect.
- July 2, 2026: Potential permanent ordinance goes into effect and the urgency ordinance is automatically repealed.

**FISCAL IMPACT:**

There is no direct fiscal impact associated with adoption of the proposed ordinance. Any administrative costs associated with ordinance adoption and California Department of Housing and Community Development (HCD) coordination would be absorbed within existing departmental resources.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

The proposed ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Government Code Section 65912.160(c)(2). This is an ordinance that is implementing Senate Bill 79.

**ATTACHMENT(S):**

(a) Draft Ordinance (with Exhibit 1: Zoning Map Amendment)
(b) Planning Commission Staff Report
(c) Planning Commission Resolution No. 26-008
(d) Planning Commission Meeting Minutes for April 22, 2026

**REGULAR**

**NUMBER: 38.861**

**TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING THE ZONING MAP AND MILPITAS MUNICIPAL CODE TITLE XIII, CHAPTER B.20, TO ADD THE TRANSIT-ORIENTED DEVELOPMENT OVERLAY DISTRICT AND REGULATIONS IMPLEMENTING SENATE BILL 79 DEVELOPMENT STANDARDS.**

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

_____
Christian M. Curtis, City Attorney

**RECITALS AND FINDINGS:**

**WHEREAS**, Senate Bill 79 ("SB 79") was signed on October 10, 2025, and codified as California Government Code Sections 65912.155 et seq., and states, among other things, that notwithstanding local law to the contrary, a housing development project, as defined, within a specified distance of a transit oriented development stop, as defined, is an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with applicable requirements, as specified; and

**WHEREAS**, SB 79 is anticipated to affect development near three (3) transit-oriented development stops within Milpitas; and

**WHEREAS**, California Government Code Sections 65300 et seq. require each city to prepare and adopt a comprehensive, long-term general plan for the physical development of the county or city; and

**WHEREAS**, on March 9, 2021, the Milpitas City Council adopted the Milpitas 2040 General Plan, updating and revising the land use policies, goals, and objectives contained in the City's previous General Plan; and

**WHEREAS**, on September 2, 2025, the Milpitas City Council adopted a comprehensive update to the zoning ordinance, including the addition of a new Title XIII – Zoning to the Milpitas Municipal Code and amendments to various other sections of the Municipal Code for consistency with the updated Zoning Ordinance and amended the Zoning Map of the City of Milpitas to achieve consistency between the updated Zoning Ordinance and Zoning Map; and

**WHEREAS**, pursuant to the City's General Plan and the implementing Zoning Ordinance, the following zoning districts allow residential, mixed, or commercial development: General Commercial (C2), Metro Business Park Research and Development – Limited Residential (BPRD-R-Metro), Metro Multi-Family High Density Residential (R3-Metro), Metro Multi-Family Very High Density Residential (R4-Metro), Metro Urban Residential (R5-Metro), Metro High Density Mixed Use (MXD2-Metro), Metro Very High Density Mixed Use (MXD3-Metro), Multi-Family (R3), Multi-Family Very High Density (R4), Single-Family (R1), Mixed Use (MXD), and Main Street Mixed-Use (MS-MU); and

**WHEREAS**, pursuant to the City's General Plan and the implementing Zoning Ordinance, the following zoning districts are not zoned for residential, mixed, or commercial development: Heavy Industrial (M2), Institutional (I), Park and Public Open Space (POS), Business Park Research and Development (BPRD), and Metro Business Park Research and Development (BPRD-Metro). The City Council finds and determines that it is not and was not its intent to zone properties in these districts for residential, mixed, or commercial development and that any residential, mixed, or commercial use allowed in these zones is incidental and neither determinative nor reflective of the purpose for which these properties were zoned; and

**WHEREAS**, California Government Code Section 65912.160 provides that a local government may enact an ordinance to make its zoning code consistent with SB 79 and that such an ordinance is not considered a project subject to environmental review pursuant to Division 13 (commencing with Section 21000) of the Public Resources Code (the California Environmental Quality Act or "CEQA"); and

**WHEREAS**, without waiving its objection to the California Legislature's ill-conceived decision to override local control and planning, the City wishes to enact this ordinance to regulate the development that SB 79 permits; and

**WHEREAS**, consistent with California Government Code Section 65912.160(d), at least 14 days prior to the adoption of this ordinance, the City submitted a draft of this ordinance to the California Department of Housing and Community Development ("HCD") and received and acted upon any feedback received from HCD; and

**WHEREAS,** the Planning Commission is an advisory body to the City Council; and

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

**WHEREAS**, on April 22, 2026, the Planning Commission held a duly noticed public hearing and having duly considered testimony and written materials provided recommended the adoption of this ordinance to the City Council; and

**WHEREAS**, on May 19, 2026, the City Council held a lawfully-noticed public hearing and after considering all testimony and written materials provided in connection with that hearing introduced this ordinance and waived the reading thereof; and

**WHEREAS**, all prerequisites for the adoption of this ordinance have been met.

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

**SECTION 1. RECORD AND BASIS FOR ACTION**

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

**SECTION 2. ZONING ORDINANCE TEXT AND MAP AMENDMENT FINDINGS (XIII-D.6.050)**

The City Council makes the following findings based on the evidence in the public record in support of Zoning Amendment No. ZA26-0002:

*a. The proposed Zoning Amendment is consistent with and conforms to the goals and policies of the General Plan;*

The proposed text and map amendments are specifically consistent with General Plan Policy IM 1-2, which states to require the City's Zoning Ordinance, planning documents, master plans, infrastructure projects, and development projects to be consistent with the General Plan and State law. This zoning ordinance and map amendment will implement recent legislation (SB 79) and bring the Zoning Ordinance into conformance with state housing law. The proposed text and map amendments are also consistent with General Plan Policy LU2-3, which states to allow densities and intensities which exceed the generally allowed ranges defined by the underlying land use for projects utilizing Density Bonus provisions including bonuses for senior housing, affordable housing, and for projects within designated

overlay districts, as well as General Plan Policy LU2-2, which states to continue to utilize Overlay Zoning Districts as needed to supplement land use and zoning standards with additional allowances and regulations that reflect and use and policy objectives for a particular area. The intent of SB 79 is to build more homes near transit to reduce housing and transportation costs for California families and promote environmental sustainability, economic growth, and reduce traffic congestion. Implementing the TOD Overlay District will not only bring the Zoning Ordinance into conformance with state law but also permit a greater variety of housing types in densities in areas close to major transit stops. The proposed text and map amendments are also consistent with General Plan Policy LU3-1, which states to support regional efforts that promote higher densities near major transit and travel facilities, and reduce regional vehicle miles traveled by supporting active modes of transportation including walking, biking, and public transit; support local and regional land use decisions that promote safe access to and the use of alternatives to auto transit, as well as General Plan Policy LU3-2, which states to continue to utilize planning tools (including specific plans and overlay districts) that promote transit-oriented and mixed-use development objectives near the Milpitas Transit Center. The TOD Overlay District will coincide with regional efforts and conform with state law to allow higher densities near transit and specifically continue to promote housing near the Milpitas Transit Center.

b. *The proposed Zoning Amendment is consistent with and conforms to the goals and policies of any Specific Plan, if applicable;*

The proposed zoning text and map amendments are consistent with and conform to the goals and policies of the Milpitas Metro Specific Plan (Metro). The core of the Metro Plan Vision is to create a complete and unique urban neighborhood. The proposed zoning text and map amendments are specifically consistent with Metro Specific Plan Land Use Policy LU2 (Transit Orientation), which states to capitalize on the transit orientation of the Plan Area to support transit ridership, reduce traffic congestion and greenhouse gas emissions, and support livability, and LU3 (Housing Diversity and Affordability), which states to provide transit-oriented housing that is accessible and affordable for a range of household types and income levels. The TOD Overlay District will not only conform with state law to allow higher densities near transit but also specifically continue to promote a variety of housing near the Milpitas Transit Center. The proposed zoning text and map amendments are also consistent with and conform to the goals and policies of the Gateway-Main Street Specific Plan (Gateway). While the proposed zoning map and text amendment would only affect the southern end (South of O'Toole Elms Park to Curtis Avenue) of the Main Street District, South Railyards District, Elmwood District, and the Curtis neighborhood of the Gateway Plan, the TOD Overlay District will help implement the Plan's vision of Main Street as a walkable, mixed-use urban village accessible from the surrounding community. One of the guiding principles of the Gateway Plan is to integrate a mix of housing types, scales, and affordability, including mixed-use, housing for families, smaller unit homes, live-work, senior housing, and affordable housing. The TOD Overlay District will allow higher densities near the Great Mall

Light Rail Station, which will continue to facilitate a variety of housing types at different affordability levels near transit.

c. *The proposed Zoning Amendment will not be detrimental to the public interest, health, safety, convenience, and general welfare;*

The proposed zoning text and map amendments will not be detrimental to the public interest, health, safety, convenience, and general welfare, because the action would allow varying residential densities in the TOD Overlay District that are consistent with State law and bring the overall Zoning Ordinance into conformance with State law. They would help facilitate new, higher density and transit-oriented development in appropriate areas, which would serve to advance numerous City goals related to community design, environment, and economic development. Moreover, the City retains authority through any future discretionary approvals to address project-specific health, safety, and welfare concerns in the TOD Overlay District.

d. *The proposed Zoning Amendment is in compliance with the provisions of California Environmental Quality Act;*

The proposed zoning text and map amendments are not a project under CEQA pursuant to Government Code Section 65912.160(c)(2). Adoption of the ordinance is a statutory implementation action.

e. *When considering a reduction of residential density, ensure compliance with California Government Code Section 65863 by either finding that the remaining sites identified in the Housing Element are adequate to accommodate the City's share of the regional housing need or by identifying sufficient additional, adequate, and available sites with an equal or greater density so that there is no net loss in residential density;*

This finding is not applicable. The zoning text and map amendments are not reducing residential density.

f. *The proposed Zoning Amendment would not result in a net loss of potential housing units;*

The proposed Zoning Amendment would not result in a net loss of potential housing, as the Project amends the Zoning Ordinance to allow for qualifying housing projects in transit-oriented development zones pursuant to State law (SB 79).

g. *The proposed Zoning Ordinance Text Amendment is internally consistent with other applicable provisions of this Title;*

The proposed Zoning Ordinance Text Amendment is instituting changes to the Zoning Ordinance that reflect and conform with recent State law (SB 79). The purpose of the Zoning Ordinance is to promote public health, safety, comfort, and

general welfare, and to enable appropriate and orderly development. More specifically, the Zoning Ordinance was adopted to provide standards for orderly growth and development of the city, and guide and control the use of land to provide a safe, harmonious, attractive, and sustainable community, as well as achieve the arrangement of land uses depicted in the General Plan, consistent with the goals and policies of the General Plan. The proposed zoning text amendment will create a Transit-Oriented Development Overlay District that will specifically apply to qualifying housing projects within a half mile of qualifying transit-oriented development stops. The amendments are consistent with the Zoning Ordinance as a whole and do not create any internal inconsistencies.

*h. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities, to accommodate the uses and development densities or intensities allowed in the proposed new zone; and*

The proposed Zoning Map Amendment is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities, to accommodate the uses and development densities or intensities allowed in the proposed zone. The TOD Overlay would simply bring the Zoning Ordinance and Map into conformance with development density ranges into consistency with State law (SB 79). They would help facilitate new, higher density and transit-oriented development in appropriate areas, which would serve to advance numerous City goals related to community design, environment, and economic development. The TOD Overlay would also establish residential development standards for sites that are not zoned for residential development but subject to SB 79. Moreover, the City retains authority through any future discretionary approvals to address project-specific health, safety, and welfare concerns in the TOD Overlay District. If the projects are eligible for streamlining under State law, they would still be subject to the City's Objective Design Standards.

*i. If located within or adjacent to residential areas, the requested zone change is compatible with the character of the residential neighborhood.*

The proposed zoning map amendment would create a TOD Overlay District in the half mile areas around three transit-oriented development stops within the City. The proposed map amendment is generally compatible with the character of the residential neighborhoods. The TOD Overlay would bring the Zoning Ordinance and Map into conformance with development density ranges into consistency with State law (SB 79). They would help facilitate new, higher density and transit-oriented development in appropriate areas, which would serve to advance numerous City goals related to community design, environment, and economic development. The TOD Overlay would also establish residential development standards for sites that are not zoned for residential development but subject to SB 79. Moreover, the City retains authority through any future discretionary approvals to address project-specific health, safety, and welfare concerns in the TOD Overlay District. If the projects are

eligible for streamlining under State law, they would still be subject to the City's Objective Design Standards.

**SECTION 3. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XIII, CHAPTER B.20**

Title XIII, Chapter B.20 of the Milpitas Municipal Code is hereby amended to add Section B.20.040 Transit-Oriented Development Overlay Zone and reads as follows:

**A. Purpose.** The Transit-Oriented Development (TOD) Overlay Zone implements California Government Code Sections 65912.155 et seq., herein referred to as Senate Bill 79 (SB 79).

**B. Applicability**. The TOD Overlay Zone is applicable to any zoning district on lands that are within one-half mile from a transit-oriented development stop, as defined by Section 21064.3 of the California Public Resources Code. This Section is only applicable so long as SB 79 is operative and effective and shall thereafter be of no force or effect, including if transit-oriented housing development projects are no longer required by applicable state law to be an allowed use on sites zoned for residential, mixed, or commercial use within the TOD Overlay Zone.

**C. Definitions**. The following definitions included in California Government Code Section 65912.156 are incorporated herein by reference and shall be applied to this Section only:

1. Housing Development Project;
2. Residential Floor Area Ratio;
3. Tier 1 Transit-Oriented Development Stop;
4. Tier 2 Transit-Oriented Development Stop;
5. Transit-Oriented Development Stop; and
6. Transit-Oriented Development Zone.

Additional definitions provided in California Government Code Section 65912.156 are not directly incorporated in this Section but may be referenced as applicable to this Section only.

The following additional definitions, which do not appear in California Government Code Section 65912.156, also apply to this Section only:

"Transit-oriented housing development project" shall mean housing development projects allowed pursuant to California Government Code Section 65912.157.

**D. Permitted, Accessory, and Conditionally Permitted Uses**. Notwithstanding anything to the contrary in this Section, the permitted, accessory, and conditional uses allowed within the TOD Overlay Zone are the same uses as allowed within the underlying base zones, except as otherwise required by SB 79.

**E. Tier 1 and Tier 2 Transit-Oriented Development Stops**

1. The following Tier 1 TOD stops are located within the City of Milpitas:

a. Milpitas BART Station

2. The following Tier 2 TOD stops are located within the City of Milpitas:

a. Great Mall VTA Light Rail Station

b. Alder Light VTA Rail Station

**F. Development Standards**. The development standards for the underlying base zoning district shall apply, except as modified below:

1. A housing development project shall be an allowed use as a transit-oriented housing development project on any site zoned for residential, mixed, or commercial development within one-half or one-quarter mile of a transit-oriented development stop, if the development complies with the following requirements in addition to all otherwise applicable laws:

a. Includes at least five dwelling units.

b. The average total area of floor space for the proposed units in the transit-oriented housing development project does not exceed 1,750 net habitable square feet.

c. For a transit-oriented housing development project within one-quarter mile of a Tier 1 transit-oriented development stop, all of the following apply, unless otherwise permitted under the applicable Specific Plan:

(i) Max height: 75 feet

(ii) Min Density: 60 du/acre; Max density: 120 du/acre

(iii) Residential floor area ratio max: 3.5

(iv) Follow all other development standards as specified for the R5-Metro zoning district.

d. For a transit-oriented housing development project further than one-quarter mile but within one-half mile of a Tier 1 transit-oriented stop, all of the following apply, unless otherwise permitted under the applicable Specific Plan:

(i) Max height: 65 feet

(ii) Min Density: 60 du/acre; Max density: 100 du/acre

(iii) Residential floor area ratio max: 3

(iv) Follow all other development standards as specified for the R5-Metro zoning district.

e. For a transit-oriented housing development project within one-quarter mile of a Tier 2 transit-oriented development stop, all of the following apply, unless otherwise permitted under the applicable Specific Plan:

(i) Max height: 65 feet

(ii) Min Density: 60 du/acre; Max density 100 du/acre

(iii) Residential floor area ratio max: 3

(iv) Follow all other development standards as specified for the R5-Metro zoning district.

f. For a transit-oriented housing development project further than one-quarter mile but within one-half mile of a Tier 2 transit-oriented development stop, all of the following apply, unless otherwise permitted under the applicable Specific Plan:

(i) Max height: 55 feet

(ii) Min Density: 50 du/acre; Max density 80 du/acre

(iii) Residential floor area max: 2.5

(iv) Follow all other development standards as specified under the R4-Metro zoning districts.

g. Areas zoned R1-6: For a qualifying transit-oriented housing development project within the R1 zoning district, the following apply:

(i) Include at least five dwelling units; and

(ii) Max height: See Tier 1 or 2 standards

(iii) Min density: 30 du/acre; Max: See Tier 1 or 2 standards.

(iv) Follow all other development standards as specified under the R4 zoning district.

h. Adjacency Bonus: A transit-oriented housing development project that is immediately adjacent to a transit-oriented development stop (200 feet proximity) shall be eligible for an adjacency intensifier to:

(i) Increase the height limit by an additional 20 feet; and

(ii) Increase the maximum density by an additional 40 du/acre

(iii) Increase the residential floor area ratio by 1

2. For the purposes of this Section, the distance of a transit-oriented housing development project from a transit-oriented development stop shall be measured in a straight line from the nearest edge of the parcel containing the proposed project to a pedestrian access point for the transit-oriented development stop.

3. Transit-oriented housing development projects shall not be located on either of the following:

a. A site containing more than two units where the development would require the demolition of housing that is subject to any form of rent or

price control that has been occupied by tenants within the past seven years.

b. A site that was previously used for more than two units of housing that were demolished within seven years before the development proponent submits an application under this Section and any of the units were subject to any form of rent or price control.

4. Transit-oriented housing development projects proposed pursuant to this Section shall meet the labor standards of subparagraphs (A), (B), (C), (D), (F) and (G) of paragraph (8) of subdivision (a) of California Government Code Section 65913.4 for any building over 85 feet in height.

**G. Additional Requirements.** Transit-oriented housing development projects allowed pursuant to this Section remain subject to local requirements otherwise applicable to housing development projects, including but not limited to:

1. Development plans must be approved pursuant to all applicable design review procedures under Chapter C.2 (General Development Standards), including the Milpitas Residential and Mixed-Use Objective Design Standards.

2. Developments proposing to remove protected trees shall comply with Milpitas Municipal Code Section X-2-7.01 (Existing Trees Protected).

3. All applicable projects must comply with the affordable housing requirements in Milpitas Municipal Code Chapter XII-1 (Affordable Housing Ordinance).

4. Developments proposing to utilize State Density Bonus Law shall comply with the procedures in Chapter C.12 (Density Bonus for Affordable Housing Developments).

a. Developments under this Section shall be eligible for a density bonus, incentives or concessions, waivers or reductions of development standards, and parking ratios pursuant to California Government Code Section 65915, using the density allowed under this Section as the base density. If the development proposes a height under this Section in excess of the height limit, then the City shall not be required to grant the waiver, incentive, or concession pursuant to California Government Code Section 65915 for additional height beyond specified in this Section.

b. A development shall be eligible for the following additional concessions, if it meets the applicable density thresholds specified:

(i) For a development providing housing for extremely low income households, three additional concessions.

(ii) For a development providing housing for very low income households, two additional concessions.

(iii) For a development providing housing for low-income households, one additional concession.

(iv) To qualify for these additional concessions, the development must meet the following applicable density thresholds:

a. For a transit-oriented housing development project within one-quarter mile of a Tier 1 transit-oriented development stop achieve a minimum density of 90 du/acre.

b. For a transit-oriented housing development project further than one-quarter mile but within one-half mile of a Tier 1 transit-oriented stop, achieve a minimum density of 75 du/acre.

c. For a transit-oriented housing development project within one-quarter mile of a Tier 2 transit-oriented development stop, achieve a minimum density of 75 du/acre.

d. For a transit-oriented housing development project further than one-quarter mile but within one-half mile of a Tier 2 transit-oriented development stop, achieve a minimum density of 60 du/acre.

5. Developments shall comply with all applicable development impact fees.

6. Developments proposing subdivision of land shall comply with Milpitas Subdivision Ordinance (Title XI, Chapter 1).

7. Developments shall comply with California Government Code Section 66300.6, including any local requirements or processes implementing the provisions of Section 66300.6.

8. Developments shall comply with any applicable local demolition and anti-displacement standards established through a local ordinance pursuant to California Government Code Section 65912.157(f) and Title XII (Housing).

9. All standards otherwise applicable under this Title, the General Plan, and any applicable Specific Plan, Planned Use Development, or Development Agreement.

**H. Affordability Provisions**. A housing development proposed pursuant to this Section shall include on-site housing for lower income households by complying with one of the following requirements:

1. Any of the following:

a. At least 7 percent of the total units are dedicated to extremely low income households, as defined in Section 50106 of the California Health and Safety Code.

b. At least 10 percent of the total units are dedicated to very low income households, as defined in Section 50105 of the California Health and Safety Code.

c. At least 13 percent of the total units are dedicated to lower income households, as defined in Section 50079.5 of the California Health and Safety Code.

2. This Subsection shall not apply to any development of 10 units or less.

3. All units dedicated to extremely low income, very low income, and low-income households pursuant to the above section shall meet both of the following:

    a. The units shall have an affordable housing cost, as defined in Government Code Section 50052.5 of the Health and Safety Code, or an affordable rent, as defined in Government Code Section 50053 of the Health and Safety Code.

    b. The development proponent shall agree to the continued affordability of all affordable rental units included pursuant to this section for 55 years and all affordable ownership units included pursuant to this section for a period of 45 years.

4. If the City of Milpitas's inclusionary housing requirement in Milpitas Municipal Code Chapter XII-1 (Affordable Housing Ordinance) mandates a higher percentage of affordable units or a deeper affordability than that described above, then the City's inclusionary housing requirement mandate shall apply in addition to the requirements above.

**I. Streamlining Incentives**.

1. A housing development project proposed pursuant to this Section shall be eligible for streamlined ministerial approval pursuant to California Government Code Section 65913.4 in accordance with all of the following:

    a. The proposed project shall be exempt from subparagraph (A) of paragraph (4) of, and paragraph (5) of, subdivision (a) of California Government Code Section 65913.4.

    b. The proposed project shall comply with the affordability requirements in subclauses (I) to (III), inclusive of clause (i) of subparagraph (B) of paragraph (4) of subdivision (a) of California Government Code Section 65913.4.

    c. The proposed project shall comply with all other requirements of Government Code Section 65913.4, including, but not limited to, the prohibition against a site that is within a very high fire hazard severity zone, pursuant to subparagraph (D) of paragraph (6) of subdivision (a) of California Government Code Section 65913.4.

2. Any housing development proposed pursuant to this Section not seeking streamlined approval under California Government Code Section 65913.4 shall be reviewed according to the City of Milpitas's development review process and California Government Code Section 65589.5, except that any zoning standard that conflicts with the requirements of this Section shall not apply.

**SECTION 4. AMENDMENT OF THE ZONING MAP OF THE CITY OF MILPITAS**

The Zoning Map of the City of Milpitas, as amended, which was adopted as part of Ordinance No. 38.858, enacted as Title XIII, Chapter A, Section 2.060 of the Milpitas Municipal Code ("Zoning Map"), is hereby amended by rezoning the land use designation of only those parcels depicted within the depicted map as attached hereto as **Exhibit A**.

**SECTION 5. CALIFORNIA ENVIRONMENTAL QUALITY ACT**

The City Council finds, pursuant to Government Code Section 65912.160(c)(2), the provisions of this Ordinance do not constitute a project and therefore are statutorily exempt from the California Environmental Quality Act.

**SECTION 6. SEVERABILITY**

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision, or part has no effect on the validity of the remainder.

**SECTION 7. EFFECTIVE DATE AND POSTING**

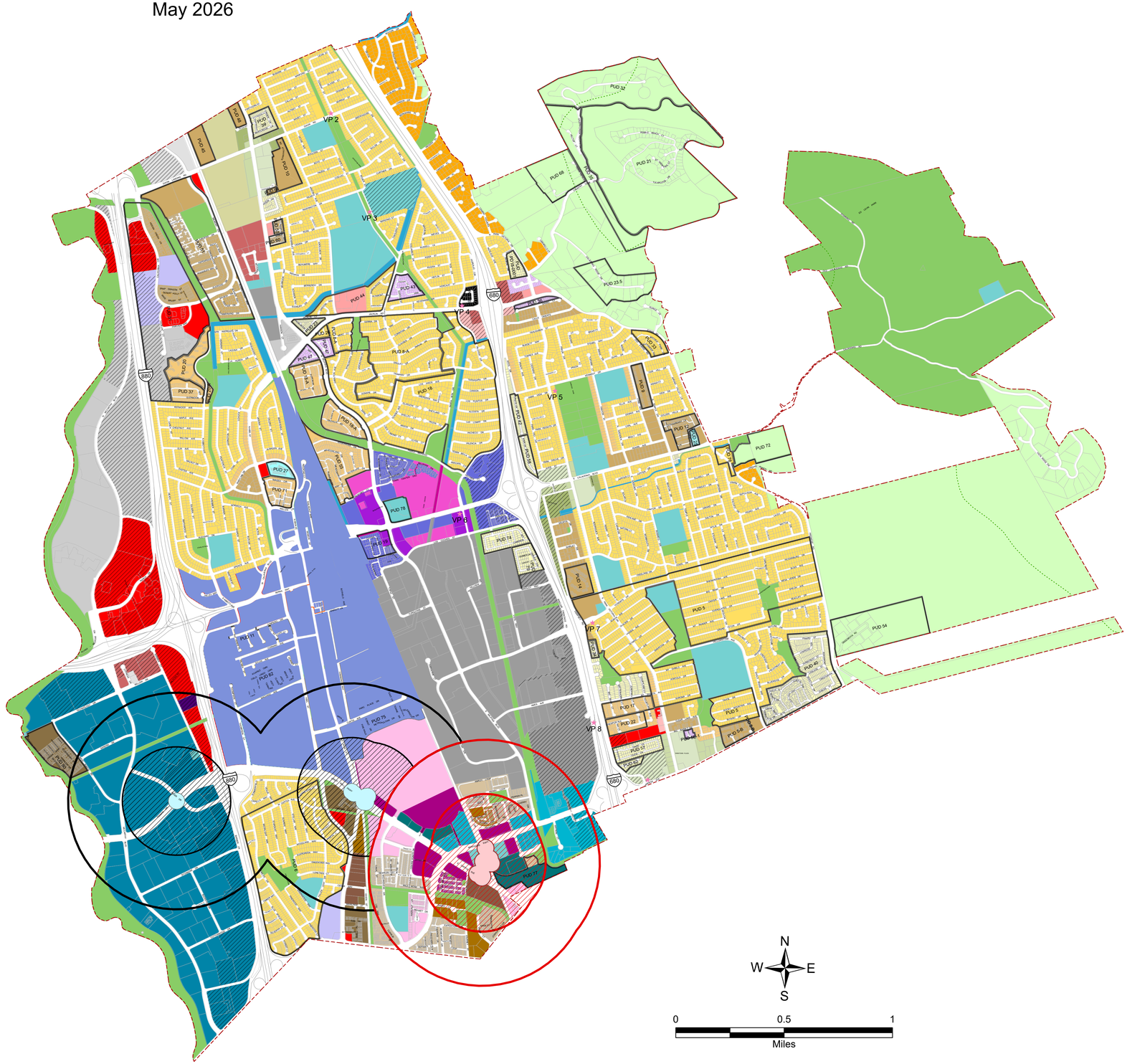
In accordance with Section 36937 of the Government Code of the State of California, this Ordinance takes effect 30 days from the date of its passage. The City Council hereby directs the City Clerk to cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

# Exhibit A: Zoning Map Amendment

# CITY OF MILPITAS

## ZONING MAP WITH TOD OVERLAY

May 2026




Zones

- Single-Family minimum lot size 2,500 s.f. (R1-2.5)
- Single-Family minimum lot size 3,000 s.f. (R1-3)
- Single-Family minimum lot size 4,000 s.f. (R1-4)
- Single-Family minimum lot size 5,000 s.f. (R1-5)
- Single-Family minimum lot size 6,000 s.f. (R1-6)
- Single-Family minimum lot size 10,000 s.f. (R1-10)
- Single-Family with Hillside Combining District (R1-H)*
- One or Two-Family (R2)
- Multi-Family (R3)
- Multi-Family Very High Density (R4)
- Mobile Home Park (MHP)
- Mixed Use (MXD)
- Very High Density Mixed Use (MXD3)
- Town Center (TC)
- Town Center (TC1)
- Town Center (TC2)
- Town Center (TC3)
- Neighborhood Commercial Mixed Use (NCMU1)
- Neighborhood Commercial Mixed Use (NCMU2)
- Neighborhood Commercial Mixed Use (NCMU3)
- Administrative and Professional Office (CO)
- Neighborhood Commercial (C1)
- General Commercial (C2)
- Highway Services (HS)
- Light Industrial (M1)
- Heavy Industrial (M2)
- Industrial Park (MP)
- Business Park Research & Development (BPRD)
- Institutional (I)
- Agricultural (A)
- Park and Open Space (POS)
- Waterway

Milpitas Metro Specific Plan Zones

- Metro Multi-Family High Density Residential (R3-Metro)
- Metro Multi-Family Very High Density Residential (R4-Metro)
- Metro Urban Residential (R5-Metro)
- Metro High Density Mixed Use (MXD2-Metro)
- Metro Very High Density Mixed Use (MXD3-Metro)
- Metro Business Park Research & Development, Limited Residential (BPRD-R-Metro)
- Metro Business Park Research & Development (BPRD-Metro)
- See Milpitas Gateway-Main St. Specific Plan for zones

Overlay

- Freeway Corridor Overlay (FC)

TOD Overlay

- Tier 1 - Half Mile
- Tier 1 - Quarter Mile
- Tier 1 - 200ft
- Tier 2 - Half Mile
- Tier 2 - Quarter Mile
- Tier 2 - 200ft

Other Features

- Planned Unit Development (PUD)
- Precise Plan Area of the Midtown Specific Plan
- Midtown Specific Plan Area
- Metro Specific Plan Area
- City Boundary
- Parcels
- Crestline
- View Points

*Note: The "H" Hillside Combining District is mapped as R1-H. The Site and Architectural (S) Overlay was adopted through a voter initiative and is not currently mapped on any parcel.

**MILPITAS PLANNING COMMISSION**
**STAFF REPORT**

**April 8, 2026**

| | |
|---|---|
| **APPLICATION:** | **Zoning Text and Map Amendment for Senate Bill 79 – Citywide – P-ZA26-0002:** A City-initiated Zoning Text and Map Amendment to amend Title XIII (Zoning) to create a Transit-Oriented Development Overlay zoning district designating areas eligible for Senate Bill 79 (SB 79) height and density standards. |
| **RECOMMENDATION:** | Staff recommends that the Planning Commission conduct a public hearing and adopt Resolution No. 26-008, recommending that the City Council approve Zoning Text Amendment No. ZA26-0002, adding a new section to Title XIII, Chapter B.20 of the Milpitas Municipal Code to create a Transit-Oriented Development (-TOD) Overlay zoning district and regulations implementing Senate Bill 79 development standards. |
| **PROJECT LOCATION:** | Citywide |
| **PROJECT STAFF:** | Lillian VanHua, AICP, Principal Planner |
| **LAND USE:** | |
| General Plan Designation: | Citywide |
| Zoning District: | Citywide |
| **ENVIRONMENTAL REVIEW:** | Statutorily exempt from the California Environmental Quality Act (CEQA) under Government Code Section 65912.160(c)(2) (SB 79). |

## EXECUTIVE SUMMARY

Senate Bill 79 (SB 79), the Abundant and Affordable Homes Near Transit Act, was signed by Governor Newsom on October 10, 2025, and will take effect on July 1, 2026. Among other things, this state law supersedes local zoning to allow qualifying private housing developments on sites currently zoned for residential, mixed-use, or commercial development within one-half mile of major transit stops. The City of Milpitas has three major transit stops and roughly 3,500 properties that could be impacted by SB 79. While SB 79 significantly limits local discretion, the statute allows a local government to adopt an ordinance to make its zoning code consistent with SB 79. Staff has reviewed the statute and prepared a Zoning Text and Map Amendment to add a new subsection to Chapter B.20 of Title XIII (Zoning) to create a Transit-Oriented Development (-TOD) Overlay zoning district to implement the SB 79 provisions for eligible properties. By adopting this ordinance, the City would be merely regulating the development SB 79 permits consistent with the law; the City by doing so does not signal its agreement with the Legislature's adoption of this law or the erosion thereby of thoughtful local planning and control.

## BACKGROUND

Senate Bill 79 (SB 79), effective July 1, 2026, establishes statewide minimum residential and height standards for qualifying housing development projects located near major transit stops that a local jurisdiction must comply with and could significantly expand allowable housing capacity in those areas. Table 1 outlines those minimum standards.

The City of Milpitas has three major transit stops and approximately 3,500 properties that would be impacted by SB 79. SB 79 defines a specific type of transit stop called a "transit-oriented development (TOD) stop" segregated into two tiers. Typically, a TOD stop is a major transit station served by heavy rail, high, or very high frequency rail, light rail, or bus rapid transit with a dedicated lane. Table 2 outlines the three major transit stops and their applicable Tier.

**Table 1: Development Standards under SB 79**

| Distance | Tier 1 | Tier 2 |
|---|---|---|
| Adjacent to TOD stop (within 200 feet of pedestrian access point) | Height: 95 feet<br>Density: 160 du/ac<br>Residential FAR: 4.5 | Height: 85 feet<br>Density: 140 du/ac<br>Residential FAR: 4.0 |
| ¼-mile from TOD stop | Height: 75 feet<br>Density: 120 du/ac<br>Residential FAR: 3.5 | Height: 65 feet<br>Density: 100 du/ac<br>Residential FAR: 3.0 |
| ½-mile from TOD stop | Height: 65 feet<br>Density: 100 du/ac<br>Residential FAR: 3.0 | Height: 55 feet<br>Density: 80 du/ac<br>Residential FAR: 2.5 |

**Table 2: Tiers of Transit-Oriented Development Stops in Milpitas**

| Tier | Types of Transit | Applied to Milpitas |
|---|---|---|
| Tier 1 | Heavy Rail<br>Very high frequency commuter rail | Milpitas Transit Center (BART) |
| Tier 2 | Light Rail Transit<br>High-frequency commuter rail<br>Bus Rapid Transit (BRT) | VTA Great Mall Light Rail Station<br>VTA Alder Light Rail Station |

## ANALYSIS

The City of Milpitas has demonstrated its long-standing policy for higher density housing development in its areas served by transit. Since 2002, the City has adopted two Specific Plans (Gateway-Main Street, formerly the Midtown Specific Plan, and Milpitas Metro, formerly Transit Area Specific Plan) that have all increased density around the Tier 1 and Tier 2 TOD Zones. The Metro plan already permits densities in line with SB 79. The area surrounding the Milpitas Transit Center (Tier 1) is zoned MXD3-Metro and allows residential density up to 250 du/acre and building heights up to 275 feet. Moreover, many of the properties immediately adjacent to the Milpitas Transit Center have already been redeveloped with multi-family residential. The Gateway Plan permits densities ranging from 12 to 65 du/acre in the half-mile area surrounding the Great Mall Light Rail Station (Tier 2). Under SB 79, these parcels could be eligible for additional

density. However, many of the properties immediately adjacent to the Great Mall Light Rail Station have also been redeveloped with multi-family residential.

Although many areas eligible for SB 79 have been recently redeveloped due to the City's Specific Plan efforts, the proposed ordinance amendment would implement the minimum densities and height maximums under SB 79 and establish residential development standards for sites that are not zoned for residential development but subject to SB 79.

***Proposed Amendments to the Zoning Ordinance***

The proposed ordinance implements SB 79 and includes the following amendments to Title XIII of the Milpitas Municipal Code (MMC):

- Add subsection B.20.040 Transit-Oriented Development Overlay Zone to Chapter B.20 Overlay Zones and Standards to implement California Government Code Sections 65912.155 through 65912.162 (SB 79). Specifically, it establishes the applicability of the TOD overlay under SB 79, incorporates the relevant definitions under the Government Code, and sets forth the minimum residential and height standards for qualifying housing projects.
- Specifically, the following development standards will apply:

**Table 3: Transit-Oriented Development (-TOD) Overlay Zone Development Standards**

| Distance | Tier 1 | Tier 2 |
|---|---|---|
| Adjacent to TOD stop (within 200 feet of pedestrian access point) | Height: 95 feet<br>Minimum Density: 40 du/ac<br>Maximum Density: 160 du/ac<br>Residential FAR: 4.5 | Height: 85 feet<br>Minimum Density: 40 du/ac<br>Maximum Density: 140 du/ac<br>Residential FAR: 4.0 |
| ¼-mile from TOD stop | Height: 75 feet<br>Minimum Density: 40 du/ac<br>Maximum Density: 120 du/ac<br>Residential FAR: 3.5 | Height: 65 feet<br>Minimum Density: 40 du/ac<br>Maximum Density: 100 du/ac<br>Residential FAR: 3.0 |
| ½-mile from TOD stop | Height: 65 feet<br>Minimum Density: 40 du/ac<br>Maximum Density: 100 du/ac<br>Residential FAR: 3.0 | Height: 55 feet<br>Minimum Density: 40 du/ac<br>Maximum Density: 80 du/ac<br>Residential FAR: 2.5 |

- Projects will be required to follow all other development standards as specified for the R4-Metro zoning district.
- For parcels zoned R1-6 (single-family residential), a qualifying housing project will be subject to a minimum density of 30 du/acre and must follow all other development standards as specified under the R4 zoning district.

***Proposed Amendments to the Zoning Map***

The proposed zoning map amendment (Attachment B) will implement the Transit-Oriented Development (-TOD) Overlay on the City's Zoning Map, enacted by Title XIII, Chapter A, Section 2.060 of the Milpitas Municipal Code. The TOD Overlay will apply to all parcels within the half-mile areas surrounding the three major transit stops, as defined by Senate Bill 79.

***General Plan Conformance***

The City's General Plan is the primary long-range planning document that provides the vision

for the future growth and development of Milpitas. The proposed zoning text and map amendments implementing SB 79 conform to the policies and standards in the City's General Plan, as demonstrated in the following table:

**Table 4: General Plan Consistency**

| Policy / Actions | Conformance |
|---|---|
| ***Implementation***<br>***Policy IM 1-2:***<br>Require the City's Zoning Ordinance, planning documents, master plans, infrastructure projects, and development projects to be consistent with the General Plan and State law. | **Consistent.** This zoning ordinance and map amendment will implement recent legislation (SB 79) and bring the Zoning Ordinance into conformance with state housing law. |
| ***Land Use Element***<br>***Policy LU 2-3:***<br>Allow densities and intensities which exceed the generally allowed ranges defined by the underlying land use for projects utilizing Density Bonus provisions including bonuses for senior housing, affordable housing, and for projects within designated overlay districts. | **Consistent.** The intent of SB 79 is to build more homes near transit to reduce housing and transportation costs for California families and promote environmental sustainability, economic growth, and reduce traffic congestion. Implementing the TOD Overlay District will not only bring the Zoning Ordinance into conformance with state law but also permit a greater variety of housing types in densities in areas close to major transit stops. |
| ***Land Use Element***<br>***Policy LU 2-2:***<br>Continue to utilize Overlay Zoning Districts as needed to supplement land use and zoning standards with additional allowances and regulations that reflect and use and policy objectives for a particular area. | **Consistent.** The intent of SB 79 is to build more homes near transit to reduce housing and transportation costs for California families and promote environmental sustainability, economic growth, and reduce traffic congestion. Implementing the TOD Overlay District will not only bring the Zoning Ordinance into conformance with state law but also permit a greater variety of housing types in densities in areas close to major transit stops. |

| | |
|---|---|
| ***Land Use Element***<br>***Policy LU 3-2:***<br>Continue to utilize planning tools (including specific plans and overlay districts) that promote transit-oriented and mixed-use development objectives near the Milpitas Transit Center. | **Consistent.** The TOD Overlay District will coincide with regional efforts and conform with state law to allow higher densities near transit and specifically continue to promote housing near the Milpitas Transit Center. |

***Specific Plan Conformance***

The proposed zoning ordinance and map amendments are in both the Milpitas Metro (Metro) Specific Plan and Gateway-Main Street (Gateway) Specific Plan area. These designations provide for high-density and medium-density residential uses. As demonstrated in Table 5, the proposed zoning ordinance and map amendments are consistent with the applicable Metro and Gateway-Main Street Specific Plan land use policies.

**Table 5: Metro and Gateway-Main Street Specific Plan Consistency**

| Policy | Conformance |
|---|---|
| ***Metro Specific Plan Land Use Policy LU2:***<br>Capitalize on the transit orientation of the Plan Area to support transit ridership, reduce traffic congestion and greenhouse gas emissions, and support livability. | **Consistent.** The core of the Metro Plan Vision is to create a complete and unique urban neighborhood. The TOD Overlay District will not only conform with state law to allow higher densities near transit but also specifically continue to promote a variety of housing near the Milpitas Transit Center. |
| ***Metro Specific Plan Land Use Policy LU3:***<br>Provide transit-oriented housing that is accessible and affordable for a range of household types and income levels. | **Consistent.** The TOD Overlay District will not only conform with state law to allow higher densities near transit but also specifically continue to promote a variety of housing near the Milpitas Transit Center. |
| ***Gateway-Main Street Specific Plan Guiding Principle:***<br>Integrate a mix of housing types, scales, and affordability, including mixed-use, housing for families, smaller unit homes, live-work, senior housing, and affordable housing. | **Consistent.** While the proposed zoning map and text amendment would only affect the southern end (South of O'Toole Elms Park to Curtis Avenue) of the Main Street District, South Railyards District, Elmwood District, and the Curtis neighborhood of the Gateway Plan, the TOD Overlay District will help implement the Plan's vision of |

| | |
|---|---|
| | Main Street as a walkable, mixed-use urban village accessible from the surrounding community. The TOD Overlay District will allow higher densities near the Great Mall Light Rail Station, which will continue to facilitate a variety of housing types at different affordability levels near transit. |

**FINDINGS FOR APPROVAL (OR DENIAL)**

A finding is a statement of fact relating to the information that the Planning Commission has considered in making a decision. Findings shall identify the rationale behind the decision to take a certain action.

**Zoning Ordinance Text and Map Amendments (Milpitas Municipal Code Section XIII, Chapter D.6.050)**

a. *The proposed Zoning Amendment is consistent with and conforms to the goals and policies of the General Plan.*

The proposed text and map amendments are specifically consistent with General Plan Policy IM 1-2, which states to require the City's Zoning Ordinance, planning documents, master plans, infrastructure projects, and development projects to be consistent with the General Plan and State law. This zoning ordinance and map amendment will implement recent legislation (SB 79) and bring the Zoning Ordinance into conformance with state housing law. The proposed text and map amendments are also consistent with General Plan Policy LU2-3, which states to allow densities and intensities which exceed the generally allowed ranges defined by the underlying land use for projects utilizing Density Bonus provisions including bonuses for senior housing, affordable housing, and for projects within designated overlay districts, as well as General Plan Policy LU2-2, which states to continue to utilize Overlay Zoning Districts as needed to supplement land use and zoning standards with additional allowances and regulations that reflect and use and policy objectives for a particular area. The intent of SB 79 is to build more homes near transit to reduce housing and transportation costs for California families and promote environmental sustainability, economic growth, and reduce traffic congestion. Implementing the TOD Overlay District will not only bring the Zoning Ordinance into conformance with state law but also permit a greater variety of housing types in densities in areas close to major transit stops. The proposed text and map amendments are also consistent with General Plan Policy LU3-1, which states to support regional efforts that promote higher densities near major transit and travel facilities, and reduce regional vehicle miles traveled by supporting active modes of transportation including walking, biking, and public transit; support local and regional land use decisions that promote safe access to and the use of alternatives to auto transit, as well as General Plan Policy LU3-2, which states to continue to utilize planning tools (including specific plans and overlay districts) that promote transit-oriented and mixed-use development objectives near the Milpitas Transit Center. The TOD Overlay District will coincide with regional efforts and conform with state law to allow higher densities near transit and specifically continue to promote housing near the Milpitas Transit Center.

b. *The proposed Zoning Amendment is consistent with and conforms to the goals and policies*

*of any Specific Plan, if applicable;*

The proposed zoning text and map amendments are consistent with and conform to the goals and policies of the Milpitas Metro Specific Plan (Metro). The core of the Metro Plan Vision is to create a complete and unique urban neighborhood. The proposed zoning text and map amendments are specifically consistent with Metro Specific Plan Land Use Policy LU2 (Transit Orientation), which states to capitalize on the transit orientation of the Plan Area to support transit ridership, reduce traffic congestion and greenhouse gas emissions, and support livability, and LU3 (Housing Diversity and Affordability), which states to provide transit-oriented housing that is accessible and affordable for a range of household types and income levels. The TOD Overlay District will not only conform with state law to allow higher densities near transit but also specifically continue to promote a variety of housing near the Milpitas Transit Center. The proposed zoning text and map amendments are also consistent with and conform to the goals and policies of the Gateway-Main Street Specific Plan (Gateway). While the proposed zoning map and text amendment would only affect the southern end (South of O'Toole Elms Park to Curtis Avenue) of the Main Street District, South Railyards District, Elmwood District, and the Curtis neighborhood of the Gateway Plan, the TOD Overlay District will help implement the Plan's vision of Main Street as a walkable, mixed-use urban village accessible from the surrounding community. One of the guiding principles of the Gateway Plan is to integrate a mix of housing types, scales, and affordability, including mixed-use, housing for families, smaller unit homes, live-work, senior housing, and affordable housing. The TOD Overlay District will allow higher densities near the Great Mall Light Rail Station, which will continue to facilitate a variety of housing types at different affordability levels near transit.

c. *The proposed Zoning Amendment will not adversely affect the public health, safety and welfare;*

The proposed zoning text and map amendments will not be detrimental to the public interest, health, safety, convenience, and general welfare, because the action would allow varying residential densities in the TOD Overlay District that are consistent with State law and bring the overall Zoning Ordinance into conformance with State law. They would help facilitate new, higher density and transit-oriented development in appropriate areas, which would serve to advance numerous City goals related to community design, environment, and economic development. Moreover, the City retains authority through any future discretionary approvals to address project-specific health, safety, and welfare concerns in the TOD Overlay District.

d. *The proposed Zoning Amendment is in compliance with the provisions of California Environmental Quality Act;*

The proposed zoning text and map amendments are not a project under CEQA pursuant to Government Code Section 65912.160(c)(2). Adoption of the ordinance is a statutory implementation action.

e. *When considering a reduction of residential density, ensure compliance with California Government Code section 65863 by either finding that the remaining sites identified in the*

*Housing Element are adequate to accommodate the City's share of the regional housing need or by identifying sufficient additional, adequate, and available sites with an equal or greater density so that there is no net loss in residential density; and*

This finding is not applicable. The zoning text and map amendments are not reducing residential density.

*f. The proposed Zoning Amendment would not result in a net loss of potential housing units.*

The proposed Zoning Amendment would not result in a net loss of potential housing, as the Project amends the Zoning Ordinance to allow for qualifying housing projects in transit-oriented development zones pursuant to State law (SB 79).

*g. The proposed Zoning Amendment is internally consistent with other applicable provisions of this Title*

The proposed Zoning Ordinance Text Amendment is instituting changes to the Zoning Ordinance that reflect and conform with recent State law (SB 79). The purpose of the Zoning Ordinance is to promote public health, safety, comfort, and general welfare, and to enable appropriate and orderly development. More specifically, the Zoning Ordinance was adopted to provide standards for orderly growth and development of the city, and guide and control the use of land to provide a safe, harmonious, attractive, and sustainable community, as well as achieve the arrangement of land uses depicted in the General Plan, consistent with the goals and policies of the General Plan. The proposed zoning text amendment will create a Transit-Oriented Development Overlay District that will specifically apply to qualifying housing projects within a half mile of qualifying transit-oriented development stops. The amendments are consistent with the Zoning Ordinance as a whole and do not create any internal inconsistencies.

h. *The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities, to accommodate the uses and development densities or intensities allowed in the proposed new zone; and*

The proposed Zoning Map Amendment is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities, to accommodate the uses and development densities or intensities allowed in the proposed zone. The TOD Overlay would simply bring the Zoning Ordinance and Map into conformance with development density ranges into consistency with State law (SB 79). They would help facilitate new, higher density and transit-oriented development in appropriate areas, which would serve to advance numerous City goals related to community design, environment, and economic development. The TOD Overlay would also establish residential development standards for sites that are not zoned for residential development but subject to SB 79. Moreover, the City retains authority through any future discretionary approvals to address project-specific health, safety, and welfare concerns in the TOD Overlay District. If projects are

eligible for streamlining under State law, they would still be subject to the City's Objective Design Standards.

i. *If located within or adjacent to residential areas, the requested zone change is compatible with the character of the residential neighborhood.*

The proposed zoning map amendment would create a TOD Overlay District in the half mile areas around three transit-oriented development stops within the City. The proposed map amendment is generally compatible with the character of the residential neighborhoods. The TOD Overlay would bring the Zoning Ordinance and Map into conformance with development density ranges into consistency with State law (SB 79). They would help facilitate new, higher density and transit-oriented development in appropriate areas, which would serve to advance numerous City goals related to community design, environment, and economic development. The TOD Overlay would also establish residential development standards for sites that are not zoned for residential development but subject to SB 79. Moreover, the City retains authority through any future discretionary approvals to address project-specific health, safety, and welfare concerns in the TOD Overlay District. If projects are eligible for streamlining under State law, they would still be subject to the City's Objective Design Standards.

## ENVIRONMENTAL REVIEW

The proposed Zoning Text and Map amendments are statutorily exempt from the California Environmental Quality Act under Government Code Section 65912.160(c)(2). This is an ordinance that is implementing Senate Bill 79.

## PUBLIC COMMENT/OUTREACH

A notice of this hearing was published in the Milpitas Post on March 27, 2026, and posted at City Hall and on the City's website at www.milpitas.gov. At the time of writing this report, no comments have been received regarding the proposed zoning text and map amendment.

## STAFF RECOMMENDATION

Staff recommends that the Planning Commission:

1. Open the Public Hearing to receive comments;
2. Close the Public Hearing; and
3. Adopt Resolution No. 26-008, recommending that the City Council approve Zoning Text Amendment No. ZA26-0002, adding a new section to Title XIII, Chapter B.20 of the Milpitas Municipal Code to create a Transit-Oriented Development Overlay (-TOD) zoning district and regulations implementing Senate Bill 79 development standards.

## ATTACHMENTS:

A: Planning Commission Resolution No. 26-008
*Exhibit 1: Draft Zoning Text and Map Amendment Ordinance*
B: Draft Zoning Map

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# RESOLUTION NO. 26-008

## A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MILPITAS RECOMMENDING THAT THE CITY COUNCIL APPROVE ZONING TEXT AND MAP AMENDMENT ZA26-0002, ADDING A NEW SECTION TO TITLE XIII, CHAPTER B.20 OF THE MILPITAS MUNICIPAL CODE TO CREATE A TRANSIT-ORIENTED DEVELOPMENT (-TOD) OVERLAY ZONING DISTRICT AND REGULATIONS IMPLEMENTING SENATE BILL 79 DEVELOPMENT STANDARDS

**WHEREAS** Senate Bill 79 ("SB 79") was signed on October 10, 2025, and codified as California Government Code Sections 65912.155 et seq., and states, among other things, that notwithstanding local law to the contrary, a housing development project, as defined, within a specified distance of a transit oriented development stop, as defined, is an allowed use as a transit-oriented housing development on any site zoned for residential, mixed, or commercial development, if the development complies with applicable requirements, as specified; and

**WHEREAS**, SB 79 is anticipated to affect development near three (3) transit-oriented development stops within the Milpitas; and

**WHEREAS**, California Government Code Sections 65300 et seq. require each city to prepare and adopt a comprehensive, long-term general plan for the physical development of the county or city; and

**WHEREAS**, on March 9, 2021, the Milpitas City Council adopted the Milpitas 2040 General Plan, updating and revising the land use policies, goals, and objectives contained in the City's previous General Plan; and

**WHEREAS**, on September 2, 2025, the Milpitas City Council adopted a comprehensive update to the zoning ordinance, including the addition of a new Title XIII – Zoning to the Milpitas Municipal Code and amendments to various other sections of the Municipal Code for consistency with the updated Zoning Ordinance and amended the Zoning Map of the City of Milpitas to achieve consistency between the updated Zoning Ordinance and Zoning Map; and

**WHEREAS**, pursuant to the City's General Plan and the implementing Zoning Ordinance, the following zoning districts allow residential, mixed, or commercial development: General Commercial (C2), Metro Business Park Research and Development – Limited Residential (BPRD-R-Metro), Metro Multi-Family High Density Residential (R3-Metro), Metro Multi-Family Very High Density Residential (R4-Metro), Metro Urban Residential (R5-Metro), Metro High Density Mixed Use (MXD2-Metro), Metro Very High Density Mixed Use (MXD3-Metro), Multi-Family (R3), Multi-Family Very High Density (R4), Single-Family (R1), Mixed Use (MXD), and Main Street Mixed-Use (MS-MU); and

**WHEREAS**, pursuant to the City's General Plan and the implementing Zoning Ordinance, the following zoning districts are not zoned for residential, mixed, or commercial development: Heavy Industrial (M2), Institutional (I), Park and Public Open Space (POS), Business Park Research and Development (BPRD), and Metro Business Park Research and Development (BPRD-Metro); and

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**WHEREAS**, California Government Code Section 65912.160 provides that a local government may enact an ordinance to make its zoning code consistent with Senate Bill 79 and that such an ordinance is not considered a project subject to environmental review pursuant to Division 13 (commencing with Section 21000) of the Public Resources Code (the California Environmental Quality Act or "CEQA"); and

**WHEREAS**, without waiving its objection to the California Legislature's ill-conceived decision to override local control and planning, the City wishes to enact this ordinance to regulate the development that SB 79 permits; and

**WHEREAS**, consistent with California Government Code Section 65912.160(d), l at least 14 days prior to the adoption of this ordinance, the City submitted a draft of this ordinance to the California Department of Housing and Community Development ("HCD") and received and acted upon any feedback the department received from HCD; and

**WHEREAS**, the Planning Commission made and accepted as its own the findings set forth in this resolution; and

**WHEREAS,** the Planning Commission is an advisory body to the City Council; and

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

**WHEREAS**, on April 8, 2026, the Planning Commission held a duly noticed public hearing on the Zoning Text and Map Amendments related to the Transit-Oriented Development (-TOD) Overlay zoning district and implementation of Senate Bill 79 (SB 79), considered all written and oral reports of staff and public testimony on the matter, and such other matters as are reflected in the record of this matter; and

**WHEREAS**, the Planning Commission has considered all the written and oral testimony presented at the public hearing in making its decision; and

**WHEREAS**, all legal prerequisites to the adoption of this resolution and the Planning Commission's review, recommendation, and approval of the Zoning amendments and CEQA review contained herein have been met.

**NOW THEREFORE**, the Planning Commission of the City of Milpitas hereby finds, determines, and resolves as follows:

**SECTION 1. Recitals**

The Planning Commission 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 Planning Commission. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

**SECTION 2. CEQA Finding**

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The Planning Commission finds, pursuant to Government Code Section 65912.160(c)(2), the provisions of this zoning ordinance text and map amendment do not constitute a project and therefore are statutorily exempt from the California Environmental Quality Act.

**SECTION 3. Findings for Zoning Ordinance Text and Map Amendment (Milpitas Municipal Code, Subsection XIII-D.6.050)**

The Planning Commission finds based upon the full record before it that all findings and prerequisites required for the Zoning Text and Zoning Map amendments proposed have been met, including those set forth in the Government Code, including Sections 65850 et seq., and the Milpitas Municipal Code, including Subsection XIII-D.6. The Planning Commission makes the following further and specific findings based on the evidence in the public record in support of Zoning Text and Zoning Map Amendment No. ZA26-0002:

a) *The proposed Zoning Amendment is consistent with and conforms to the goals and policies of the General Plan;*

The proposed text and map amendments are specifically consistent with General Plan Policy IM 1-2, which states to require the City's Zoning Ordinance, planning documents, master plans, infrastructure projects, and development projects to be consistent with the General Plan and State law. This zoning ordinance and map amendment will implement recent legislation (SB 79) and bring the Zoning Ordinance into conformance with state housing law. The proposed text and map amendments are also consistent with General Plan Policy LU2-3, which states to allow densities and intensities which exceed the generally allowed ranges defined by the underlying land use for projects utilizing Density Bonus provisions including bonuses for senior housing, affordable housing, and for projects within designated overlay districts, as well as General Plan Policy LU2-2, which states to continue to utilize Overlay Zoning Districts as needed to supplement land use and zoning standards with additional allowances and regulations that reflect and use and policy objectives for a particular area. The intent of SB 79 is to build more homes near transit to reduce housing and transportation costs for California families and promote environmental sustainability, economic growth, and reduce traffic congestion. Implementing the TOD Overlay District will not only bring the Zoning Ordinance into conformance with state law but also permit a greater variety of housing types in densities in areas close to major transit stops. The proposed text and map amendments are also consistent with General Plan Policy LU3-1, which states to support regional efforts that promote higher densities near major transit and travel facilities, and reduce regional vehicle miles traveled by supporting active modes of transportation including walking, biking, and public transit; support local and regional land use decisions that promote safe access to and the use of alternatives to auto transit, as well as General Plan Policy LU3-2, which states to continue to utilize planning tools (including specific plans and overlay districts) that promote transit-oriented and mixed-use development objectives near the Milpitas Transit Center. The TOD Overlay District will coincide with regional efforts and conform with state law to allow higher densities near transit and specifically continue to promote housing near the Milpitas Transit Center.

b) *The proposed Zoning Amendment is consistent with and conforms to the goals and policies of any Specific Plan, if applicable;*

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The proposed zoning text and map amendments are consistent with and conform to the goals and policies of the Milpitas Metro Specific Plan (Metro). The core of the Metro Plan Vision is to create a complete and unique urban neighborhood. The proposed zoning text and map amendments are specifically consistent with Metro Specific Plan Land Use Policy LU2 (Transit Orientation), which states to capitalize on the transit orientation of the Plan Area to support transit ridership, reduce traffic congestion and greenhouse gas emissions, and support livability, and LU3 (Housing Diversity and Affordability), which states to provide transit-oriented housing that is accessible and affordable for a range of household types and income levels. The TOD Overlay District will not only conform with state law to allow higher densities near transit but also specifically continue to promote a variety of housing near the Milpitas Transit Center. The proposed zoning text and map amendments are also consistent with and conform to the goals and policies of the Gateway-Main Street Specific Plan (Gateway). While the proposed zoning map and text amendment would only affect the southern end (South of O'Toole Elms Park to Curtis Avenue) of the Main Street District, South Railyards District, Elmwood District, and the Curtis neighborhood of the Gateway Plan, the TOD Overlay District will help implement the Plan's vision of Main Street as a walkable, mixed-use urban village accessible from the surrounding community. One of the guiding principles of the Gateway Plan is to integrate a mix of housing types, scales, and affordability, including mixed-use, housing for families, smaller unit homes, live-work, senior housing, and affordable housing. The TOD Overlay District will allow higher densities near the Great Mall Light Rail Station, which will continue to facilitate a variety of housing types at different affordability levels near transit.

c) *The proposed Zoning Amendment will not be detrimental to the public interest, health, safety, convenience, and general welfare;*

The proposed zoning text and map amendments will not be detrimental to the public interest, health, safety, convenience, and general welfare, because the action would allow varying residential densities in the TOD Overlay District that are consistent with State law and bring the overall Zoning Ordinance into conformance State law. They would help facilitate new, higher density and transit-oriented development in appropriate areas, which would serve to advance numerous City goals related to community design, environment, and economic development. Moreover, the City retains authority through any future discretionary approvals to address project-specific health, safety, and welfare concerns in the TOD Overlay District.

d) *The proposed Zoning Amendment is in compliance with the provisions of California Environmental Quality Act;*

The proposed zoning text and map amendments are not a project under CEQA pursuant to Government Code Section 65912.160(c)(2). Adoption of the ordinance is a statutory implementation action.

e) *When considering a reduction of residential density, ensure compliance with California Government Code Section 65863 by either finding that the remaining sites identified in the Housing Element are adequate to accommodate the City's share of the regional housing need or by identifying sufficient additional, adequate, and available sites with an equal or greater density so that there is no net loss in residential density;*

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This finding is not applicable. The zoning text and map amendments are not reducing residential density.

*f) The proposed Zoning Amendment would not result in a net loss of potential housing units;*

The proposed Zoning Amendment would not result in a net loss of potential housing, as the Project amends the Zoning Ordinance to allow for qualifying housing projects in transit-oriented development zones pursuant to State law (SB 79).

*g) The proposed Zoning Ordinance Text Amendment is internally consistent with other applicable provisions of this Title;*

The proposed Zoning Ordinance Text Amendment is instituting changes to the Zoning Ordinance that reflect and conform with recent State law (SB 79). The purpose of the Zoning Ordinance is to promote public health, safety, comfort, and general welfare, and to enable appropriate and orderly development. More specifically, the Zoning Ordinance was adopted to provide standards for orderly growth and development of the city, and guide and control the use of land to provide a safe, harmonious, attractive, and sustainable community, as well as achieve the arrangement of land uses depicted in the General Plan, consistent with the goals and policies of the General Plan. The proposed zoning text amendment will create a Transit-Oriented Development Overlay District that will specifically apply to qualifying housing projects within a half mile of qualifying transit-oriented development stops. The amendments are consistent with the Zoning Ordinance as a whole and do not create any internal inconsistencies.

*h) The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities, to accommodate the uses and development densities or intensities allowed in the proposed new zone; and*

The proposed Zoning Map Amendment is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities, to accommodate the uses and development densities or intensities allowed in the proposed zone. The TOD Overlay would simply bring the Zoning Ordinance and Map into conformance with development density ranges into consistency with State law (SB 79). They would help facilitate new, higher density and transit-oriented development in appropriate areas, which would serve to advance numerous City goals related to community design, environment, and economic development. The TOD Overlay would also establish residential development standards for sites that are not zoned for residential development but subject to SB 79. Moreover, the City retains authority through any future discretionary approvals to address project-specific health, safety, and welfare concerns in the TOD Overlay District. If projects are eligible for streamlining under State law, they would still be subject to the City's Objective Design Standards.

*i) If located within or adjacent to residential areas, the requested zone change is compatible with the character of the residential neighborhood.*

Docusign Envelope ID: D03BBB92-3C8B-4645-B2BF-1176162DEABA



The proposed zoning map amendment would create a TOD Overlay District in the half mile areas around three transit-oriented development stops within the City. The proposed map amendment is generally compatible with the character of the residential neighborhoods. The TOD Overlay would bring the Zoning Ordinance and Map into conformance with development density ranges into consistency with State law (SB 79). They would help facilitate new, higher density and transit-oriented development in appropriate areas, which would serve to advance numerous City goals related to community design, environment, and economic development. The TOD Overlay would also establish residential development standards for sites that are not zoned for residential development but subject to SB 79. Moreover, the City retains authority through any future discretionary approvals to address project-specific health, safety, and welfare concerns in the TOD Overlay District. If projects are eligible for streamlining under State law, they would still be subject to the City's Objective Design Standards.

**SECTION 4: Planning Commission Action**

The Planning Commission of the City of Milpitas hereby adopts Resolution No. 26-008 recommending that the City Council approve Zoning Amendment No. ZA26-0002 and adopt the proposed ordinance in Exhibit 1 hereto, to create a Transit-Oriented Development (-TOD) Overlay zoning district and implement Senate Bill 79 development standards, based on the above Findings and the full record before it.

**PASSED AND ADOPTED** at a regular meeting of the Planning Commission of the City of Milpitas on April 22, 2026.

Signed by:
Parveen Gupta
6D1BF35005EF45F...

Parveen Gupta, Chair

**TO WIT:**

**I HEREBY CERTIFY** that the following resolution was duly adopted at a regular meeting of the Planning Commission of the City of Milpitas on April 22, 2026, and carried by the following roll call vote:

Docusign Envelope ID: D03BBB92-3C8B-4645-B2BF-1176162DEABA



| COMMISSIONER | AYES | NOES | ABSENT | ABSTAIN |
|---|---|---|---|---|
| Parveen Gupta | X | | | |
| Michael Caulkins | X | | | |
| Alexander Galang | X | | | |
| Dipak Awasthi | X | | | |
| Chia Ling Kong | X | | | |
| Dawn Brown | | | X | |
| Olania Castillo | X | | | |

**EXHIBITS**

1: Draft Zoning Text and Map Amendments Ordinance

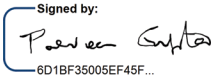
Exhibit A: Zoning Map Amendment

## Certificate Of Completion

Envelope Id: D03BBB92-3C8B-4645-B2BF-1176162DEABA
Status: Completed
Subject: Complete with Docusign: Attachment A - PC Reso 26-008 Final (DocuSign).pdf
Source Envelope:
Document Pages: 7
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 0
Liz Medina
AutoNav: Enabled
455 E Calaveras Blvd
EnvelopeId Stamping: Enabled
Milpitas, CA 95035
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
emedina@milpitas.gov
IP Address: 76.126.29.175

## Record Tracking

Status: Original
April 22, 2026 | 20:35
Holder: Liz Medina
emedina@milpitas.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

| Signer Events | Signature | Timestamp |
|---|---|---|
| Chair Parveen Gupta<br>pg@cs-edit.com<br>Security Level: Email, Account Authentication (None) | Signed by:<br>  <br>6D1BF35005EF45F...<br>Signature Adoption: Drawn on Device<br>Using IP Address: 147.185.47.130 | Sent: April 22, 2026 \| 20:38<br>Viewed: April 24, 2026 \| 10:59<br>Signed: April 24, 2026 \| 10:59 |

**Electronic Record and Signature Disclosure:**
Accepted: April 24, 2026 | 10:59
ID: 421e401c-294f-4823-8397-93125d0ea0d4

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Lillian VanHua<br>lvanhua@ci.milpitas.ca.gov<br>Security Level: Email, Account Authentication (None) | COPIED | Sent: April 24, 2026 \| 10:59 |

**Electronic Record and Signature Disclosure:**
Accepted: March 10, 2026 | 11:12
ID: d465b10b-9c07-4c2c-a48c-817fc374d4d1

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | April 22, 2026 \| 20:38 |
| Certified Delivered | Security Checked | April 24, 2026 \| 10:59 |
| Signing Complete | Security Checked | April 24, 2026 \| 10:59 |
| Completed | Security Checked | April 24, 2026 \| 10:59 |

| Payment Events | Status | Timestamps |
| --- | --- | --- |
| **Electronic Record and Signature Disclosure** | | |

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From time to time, City of Milpitas (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Milpitas:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: helpdesk@milpitas.gov

**To advise City of Milpitas of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at helpdesk@milpitas.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to helpdesk@milpitas.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to helpdesk@milpitas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Milpitas as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Milpitas during the course of your relationship with City of Milpitas.

# CITY OF MILPITAS
## Planning Commission

# MEETING MINUTES

**7:00pm**
**APRIL 22, 2026**
**CITY COUNCIL CHAMBERS,**
**455 E CALAVERAS BLVD, MILPITAS, CA**
**and**
**via TELECONFERENCE (Zoom Webinar)**

**CALL TO ORDER**

Chair Gupta called the meeting to order at 7:00 pm.

**PLEDGE OF ALLEGIANCE**

Commissioner Caulkins led the pledge of allegiance.

**ROLL CALL**

Recording Secretary Medina called the roll.

**PRESENT**: Chair Gupta, Vice Chair Kong, Awasthi, Caulkins, Galang, and Castillo.

**ABSENT**: Brown

**STAFF:** Jay Lee, Christopher Creech, Lillian VanHua, and Elizabeth Medina.

**CONFLICT OF INTEREST/CAMPAIGN CONTRIBUTION DECLARATION**

Assistant City Attorney Christopher Creech asked if any member of the commission had any personal or financial conflict of interest related to any of the items on the agenda.

**APPROVAL OF THE MEETING AGENDA**

By motion, approve the meeting agenda for April 22, 2026.

Motion/Second Caulkins/Awasthi
Motion carried by a vote of AYES: 6 NOES: 0

**APPROVAL OF THE MEETING MINUTES**

By motion, approve the meeting minutes for April 8, 2026.

Motion/Second Kong/Caulkins
Motion carried by a vote of AYES: 5 ABSTAIN: 1 (Galang)

**ANNOUNCEMENTS**

Planning Director Lee announced that a special Planning Commission meeting will be held on May 6 at 6:00 p.m. at the usual meeting location. This meeting is in addition to the Commission's regularly scheduled meetings, which occur on the second and fourth Wednesdays of each month at 7:00 p.m. He noted that there will be a total of three meetings in May due to the volume of agenda items. No further announcements were made.

**PUBLIC FORUM**

Chair Gupta invited members of the public to address the commission, and there were none.

**PUBLIC HEARING**

**IX-1 ZONING MAP AND TEXT AMENDMENT FOR SB79 – CITYWIDE – P-ZA26-0002:** A City-initiated Zoning Text and Map Amendment to amend Title XIII (Zoning) to create a Transit-Oriented Development Overlay district designating areas eligible for Senate Bill 79 (SB 79) height and density standards. The proposed zoning map and text amendments are statutorily exempt from the California Environmental Quality Act under Government Code Section 65912.160(c)(2) (SB 79).

**This item was continued from the April 8 Planning Commission meeting.*

(24:55) Project Manager Lillian VanHua addressed commissioners' clarifying questions.

Commissioner Caulkins thanked staff for explaining the rationale behind the proposed changes and commended the inclusion of the City's RHNA goals in the proposal.

Vice Chair Kong expressed appreciation for both the presentation and the pre-meeting briefing, noting it helped provide important context. Vice Chair Kong inquired about the relationship between the Metro Specific Plan and the proposed TOD Overlay, specifically where the two may overlap and whether applicants could choose between the two regulatory frameworks. Staff explained that overlap occurs within areas near the Milpitas BART Station, where existing zoning already allows higher densities than those required under SB 79, reducing any incentive to utilize the state law.

Vice Chair Kong also raised concerns about the potential loss of employment-generating land, particularly near transit areas, and supported maintaining protections for industrial zones. Vice Chair Kong noted that if future clarification of state law removes exemptions for industrial land, the City should consider updating the ordinance accordingly.

Chair Gupta sought clarification on SB 79 requirements, including minimum and maximum density standards. Staff explained that SB 79 establishes minimum density requirements and limits on how low jurisdictions may set maximum densities, rather than prescribing absolute maximums. Chair Gupta also asked about compliance with objective design standards, to which staff confirmed that existing zoning standards would apply to qualifying projects.

Additional questions were raised regarding infrastructure capacity and potential impacts on traffic, schools, and utilities. Staff indicated that a comprehensive infrastructure analysis was not conducted as part of the ordinance; however, individual projects would be subject to CEQA review on a case-by-case basis, which would evaluate such impacts.

Lastly, Chair Gupta asked whether a project proposing a density lower than the City's adopted minimum, but consistent with SB 79, would be considered. Staff clarified that if the ordinance is adopted, such a project would not comply with the City's standards and would not be approved. No further questions were raised, and the Chair opened the item for public comment.

Triana Crighton, Senior Transportation Planner with VTA and a Milpitas resident, provided a supportive public comment. Speaking on behalf of VTA, she commended City staff for their work on the item. She noted that VTA has been closely monitoring the implementation of SB 79 and actively engaging with affected jurisdictions to better understand the legislation and its impacts on cities, transportation systems, and transit agencies.

She stated that VTA aims to serve as a resource and partner by providing technical assistance, including support with mapping and interpretation of the law. While acknowledging the complexity and evolving nature of SB 79, including anticipated cleanup legislation, she expressed that the bill has the potential to support the development of vibrant, transit-oriented communities, increase ridership, and reduce greenhouse gas emissions and single-occupancy vehicle trips.

She concluded by reiterating VTA's commitment to ongoing collaboration and support for the City of Milpitas and other affected agencies.

Chair Gupta closed the Public Forum.

During deliberation, Commissioner Awasthi sought clarification regarding the relationship between SB 79 and the City's proposed ordinance, specifically whether the City could establish its own minimum density standards. Assistant Attorney Creech explained that SB 79 allows local jurisdictions to establish minimum densities, and the City's ordinance is consistent with and permitted under state law.

A motion was made to adopt Resolution No. 26-008 recommending that the City Council approve Zoning Text Amendment No. ZA26-0002, adding a new section to the Municipal Code to establish a Transit-Oriented Development (TOD) Overlay District implementing SB 79 development standards.

Prior to the vote, Vice Chair Kong inquired about the potential to include language addressing the exclusion of industrial zones. Assistant Attorney Creech explained clarified that the proposed ordinance already reflects SB 79 provisions, which apply only to residential, commercial, and mixed-use zones, and therefore exclude industrial zones. Counsel further noted that any future changes to state law could necessitate amendments to the ordinance.

Following clarification, no amendments to the motion were made. The motion was seconded and approved by roll call vote.

Recommendation: Staff recommends that the Planning Commission conduct a public hearing and adopt Resolution No. 26-008, recommending that the City Council approve Zoning Text Amendment No. ZA26-0002, adding a new section to Title XIII, Chapter B.20 of the Milpitas Municipal Code to create a Transit-Oriented Development Overlay district and regulations implementing Senate Bill 79 development standards.

Motion/Second Galang/Castillo
Motion carried by a vote of AYES: 6 NOES: 0

**NEW BUSINESS**

NO ITEMS.

**ADJOURNMENT**

Chair Gupta adjourned the meeting at 8:16 pm

Meeting Minutes submitted by
Planning Commission Secretary Elizabeth Medina

# CITY OF MILPITAS
# AGENDA REPORT
# (AR)

| | |
|---|---|
| **Item Title:** | **Adopt a Resolution Approving a Site Development Permit Amendment, Vesting Tentative Map, Conditional Use Permit Amendment, Density Bonus Permit, and Development Agreement for 109 Townhomes and 10 Accessory Dwelling Units at 1320 McCandless Dr. (Staff Contact: Jay Lee, Planning Director, 408-586-3077)** |
| **Category:** | Public Hearings-Community Development |
| **Meeting Date:** | 5/19/2026 |
| **Recommendation:** | (1) Consider the project to be categorically exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15182 (Residential Projects Pursuant to a Specific Plan); (2) Adopt a resolution approving Site Development Permit Amendment No. P-SA25-0002, Vesting Tentative Map No. P-TM26-0001, Conditional Use Permit Amendment No. P-UA25-0003, Density Bonus Permit No. P-DB26-0001, and Development Agreement No. P-DA26-0001, subject to the attached Conditions of Approval; (3) Waive reading beyond the title and Introduce an Ordinance approving a Development Agreement between the City of Milpitas and Fields CH Owner, LLC and Milpitas – District 2 Associates, LLC. |

**BACKGROUND:**

In 2008, the City Council adopted the Transit Area Specific Plan (TASP). The TASP area encompasses 437 acres and forecasts the development of approximately 7,109 residential dwelling units, 287,075 square feet of retail space, 993,843 square feet of office use and up to 350 hotel rooms. The TASP includes goals, policies, and development standards to guide construction within the area, which includes sub-districts in order to address the area's unique characteristics.

In 2011, Integral Communities submitted a master-planned mixed-use development, known as The District, which includes multiple land areas for retail, commercial, and high-density residential development. Integral Communities subsequently sold The District project to Lyon Living, which is completing the development of a portion of The District, referred to as The Fields, comprised of four separate mixed-use areas located near the intersection of Great Mall Parkway and McCandless Drive, also referred to by the City as The District – Lot 1, Lot 2, Lot 3, and Lot 4, and by the applicant as Turing, Graham, Elion, and Gideon, respectively.

In November 2015, the City of Milpitas approved multiple entitlements for a major portion of The Fields, including Site Development Permit No. SD15-0006 and Conditional Use Permit No. UP15-0010, as part of a master-planned development comprised of six planning areas, each developed with a mix of multi-family residential and residential units, including:

- District Lot 2: A 218-unit multi-family residential development with approximately 3,480 square feet of retail and commercial uses, mapped pursuant to Tentative Map No. TM11-0002 approved March 20, 2012
- District Lot 3: a 175-room hotel and associated uses as approved under SD15-0006 and UP15-0010
- District Lot 4: A 173-unit multi-family residential development with approximately 13,941 square feet of retail, mapped pursuant to Tentative Map No. TM11-0002 approved on March 20, 2012

In 2021, the Planning Commission approved Site Development Permit Amendment No. SA20-0004 and an

amendment to Conditional Use Permit No. UP15-0010 on the Project site. That amendment modified the previously approved development density, uses, and architecture, including decreasing the total number of residential dwelling units from 423 to 357, decreasing the total number of hotel rooms from 175 to 162, decreasing the amount of commercial space from 59,135 square feet to 25,179 square feet, decreasing the size of the rooftop amenity deck from 49,240 square feet to 18,225 square feet, and reducing the building's height from 130 feet to 83 feet for the hotel and 90 feet for the mixed-use buildings

On February 7, 2023, the Milpitas City Council adopted the Metro Plan, which superseded the Transit Area Specific Plan, originally adopted in 2008. The new Metro Plan expands the geographic area of the Plan from 437 acres to 510 acres and increases housing capacity by 7,000 additional units while addressing the need for greater commercial and employment development. The Metro Plan reorganizes the original six TASP subdistricts into five Metro districts: Great Mall, McCandless, Tango, Piper, and Innovation District. The proposed Project is located within the McCandless District of the Metro Plan, which is characterized by high-density mixed-use development along larger, busier streets and by lower density townhouse development in the central area of The District.

In 2025, Lyon Living (the "Applicant") submitted an application to develop 109 multi-family townhomes and 10 Accessory Dwelling units on a vacant 5.49-acre site located in the MXD2-Metro Zoning District at 1320 McCandless Drive, generally located at the intersection of Great Mall Parkway and McCandless Drive. The current application proposes a further amendment to Site Development Permit No. SD15-0006 and Conditional Use Permit (CUP) No. UP15-0010, as amended by SA20-0004. These changes include the following and are summarized in Table 1 below.

**Table 1: Summary of Lot 3 Entitlements**

| Element | Originally Approved (2015) | Amended by SA20-0004 | Proposed |
|---|---|---|---|
| Residential Units | 423 apartments | 357 apartments | 109 townhomes + 10 ADUs |
| Hotel Rooms | 175 | 162 | None |
| Retail/Office Space | 59,135 square feet | 25,179 square feet | 3,324 square feet of live/work area (9 units total) |
| Rooftop Amenity Deck | 49,240 square feet | 18,225 square feet | None |
| Hotel Building Height | 130 feet | 83 feet | N/A |
| Mixed-Use or Residential Building Height | 130 feet | 90 feet | 36 feet – 49 feet |

The current application also requires the following entitlements:

- Vesting Tentative Map: The proposed Project includes the development of the site for for-sale townhome units, which requires a Vesting Tentative Map for the condominium subdivision of the lot per MMC Section XI-1-4.00 (Filing and Approval of Tentative Map).
- Density Bonus Permit: A density bonus is required to ensure compliance with State Density Bonus Law and ensure the project is eligible for certain concessions under State Density Bonus Law. See MMC Sections XIII-C.12.010 et seq. (Density Bonus for Affordable Housing Developments).
- Development Agreement (DA): A DA is proposed to provide certainty as to what development

standards apply to this Project, including to preserve the minimum residential density previously allowed for the subject property under the TASP (30 dwelling units per acre). See MMC Sections XIII-D.14.010 et seq. (Development Agreements).

On May 6, 2026, the Planning Commission held a public hearing to consider the proposed Project. After receiving a presentation from staff, hearing from the applicant and the public, the Planning Commission closed the public hearing and voted 6-0, with one Commissioner absent, recommending that the Milpitas City Council approve the Project. The Commission expressed concerns with the decrease in residential density and units, loss of ground-floor retail space, and removal of the hotel resulting from the current proposal relative to the previous entitlement. However, the Commission acknowledged the importance of developing a key vacant site in the Metro Plan area and completing the surrounding neighborhood with a high-quality townhome development, which includes affordable housing, live-work units, and various public improvements.

Environmental review for the project has been conducted in accordance with the California Environmental Quality Act (CEQA), and the Project has been determined to be categorically exempt pursuant to CEQA Guidelines Section 15182, as it is a residential project consistent with a specific plan for which an Environmental Impact Report has been certified.

## ANALYSIS:

### Project Overview

The Project site is an undeveloped 5.49-acre parcel at the intersection of Great Mall Parkway and McCandless Drive within the McCandless District of the Metro Specific Plan. The property and some neighboring properties are zoned MXD2-Metro Mixed-Use. The Project site is located in the southern portion of the City, across the street from the Great Mall, and within a ½ mile from the Milpitas Transit Center. An aerial map of the subject site location is shown on Map 1 below.

**Map 1 – Project Location**




Lyon Living (Applicant) submitted an application in July 2025 requesting a Site Development Permit Amendment to develop 109 multi-family townhomes and 10 Accessory Dwelling Units on a 5.49-acre vacant lot. The residences will each include an attached two-car garage, while nine of the townhome units along Market Street to the south will include live/work units, which include first floors that have been designed and

will be deed restricted to function as commercial spaces. The live/work units have three different floor plans, all of which open onto the main floor of the unit and have access to ADA compliant bathrooms and an office area. The commercial component of the live/work units range from 336 to 401 square feet in size, for a total commercial floor area of 3,324 square feet. From the Market Street entrance, the live/work units will feature floor to ceiling windows and contemporary signage on the metal façade above each unit.

The proposed Project features 109 townhomes and 10 ADUs grouped into 17 buildings on the Project site. All 17 buildings range from three to four stories in height and feature contemporary architecture with a variety of building materials including stucco, siding, metal roof elements, and brick stone veneer. Although the site is surrounded by streets on all four sides, primary access to the site will be limited to one driveway along Market Street to the south in order to provide a more continuous facade and urban perspective from the other street frontages and surrounding area. Although this development does not propose on-site affordable housing, the applicant is providing 18 low-income and 4 very low-income rental apartment units at the adjacent Gideon building directly to the south of the site. These units would be provided within the larger footprint of the Fields project. Public improvements include refinished adjacent streets and new/updated sidewalks throughout the perimeter of the site, in addition to all required utility improvements. Lastly, the proposed Project includes a 27,832 square-foot publicly accessible urban plaza on the corner of Market Street and McCandless Drive.

**Milpitas General Plan 2040**

The General Plan designation for the Project site is Milpitas Metro Specific Plan (MMSP). The Milpitas Metro Specific Plan (Metro Plan) classifies the Project site as Residential Retail High Density Mixed Use (RRMU) and details the goals, objectives and policies for the RRMU land use classification. The RRMU designation supports vertically mixed-use development that have ground floor retail and active uses with residential or office uses on upper floors. As a whole, the mixed-use designations of the Metro plan are intended to cluster pedestrian-oriented retail and personal services in proximity to high-density residential populations, as well as making them convenient to employment areas. The Project can be found in conformance with the policies and standards in the City's General Plan policies, as outlined in the following table:

**Table 2:**
**General Plan Consistency**

| Policy | Conformance |
|---|---|
| ***LU 1-4*** *Continue to provide for a variety of housing types and densities that meet the needs of individuals and families and offer residents of all income levels, age groups, and special needs sufficient housing opportunities and choices for locating in Milpitas.* | **Consistent.** The Project provides 109 new multi-family townhome residences and 10 Accessory Dwelling Units (ADUs) on a currently vacant 5.49-acre parcel within the McCandless District of the Metro Specific Plan area. This variety of housing types — townhomes with attached two-car garages and ADUs — will meet the needs of individuals, families, and residents of all demographics and income levels. The townhome product type offers a family-sized housing option that is distinct from the higher-density stacked-flat apartment developments that predominate in the Metro Plan area, thereby diversifying the housing stock and providing additional choices for residents who may need more space for family, professional, or personal needs. Additionally, nine of the townhome units along Market Street will include live/work units, further expanding the variety of housing options available to residents who may wish to operate a home-based business. |

| Policy | Conformance |
|---|---|
| ***LU 2-1*** *Utilize Specific Plans to guide development within Milpitas's special planning areas. Properties located within Specific Plan areas shall conform to the underlying Specific Plan's land uses, zoning, and development standards.* | **Consistent.** The Project site is located within the Metro Specific Plan (Metro Plan) area and is zoned MXD2-Metro. The General Plan designates the Metro Plan as a walkable, transit-oriented area that encourages walking, biking, and public transit to minimize vehicle miles traveled (VMT). The Project, as proposed, conforms to the majority of development standards of the Metro Plan, as applicable; however, some of these standards will be addressed through a separate Development Agreement. The inclusion of nine live/work units along Market Street to the south is also consistent with the Metro Plan's vision for active ground-floor uses along designated activity streets within the McCandless District. |
| ***LU 5-1*** *Require new development and redevelopment to be compatible, complementary, and, where appropriate, well integrated with existing residential areas. Integrate new large-scale development projects into the fabric of the existing community rather than allowing projects to be insular and self-contained.* | **Consistent.** The Project site is located across the street from the Great Mall and within the McCandless District, an area that has steadily transitioned to a mixed-use, transit-oriented neighborhood over the last ten years or so. This Project will develop a currently vacant 5.49-acre parcel, thereby activating an underutilized site and contributing to the fabric of the area. The Project site design, with live/work units oriented toward public streets, will create an active street presence that integrates with the surrounding streetscape rather than creating an insular or self-contained development. |
| ***LU 5-3*** *Ensure new development is consistent with specific height limits established within the City's Zoning Ordinance as applied through the zoning district for all properties within the City.* | **Consistent.** The Project meets the applicable height standards by proposing townhome buildings within the maximum height limit established for the MXD2-Metro zoning district. The building heights are proposed between 36 and 49 feet, which are consistent with the scale of nearby townhome developments within the Metro Plan area, while the maximum allowed building height is 85 feet. |
| ***CD 5-5*** *For infill development, incorporate context-sensitive design elements that maintain compatibility and raise the quality of the area's architectural character.* | **Consistent.** The Project is an infill development on a vacant 5.49-acre parcel within the McCandless District of the Metro Plan. The Project incorporates context-sensitive design elements that maintain compatibility with the evolving architectural character of the Metro Plan area while raising the quality of the neighborhood. The townhome site design, with attached two-car garages, private entrances, and varied rooflines, provides a residential character that is compatible with the existing residential developments in the surrounding area. Furthermore, the inclusion of nine live/work units along Market Street introduces an active ground-floor element that conforms directly with the mixed-use character envisioned by the Metro Plan for the McCandless District. |
| ***CD 6-5*** *Promote consistent development patterns along streets, particularly by how buildings relate to the street, to promote a sense of visual order, and provide attractive streetscapes.* | **Consistent.** The Project promotes consistent development patterns along Great Mall Parkway, McCandless Drive, and Market Street by orienting live/work units to face the public streets while maintaining landscaped setbacks that create an active and attractive streetscape. The proposed live/work units along Market Street further activate the street frontage and promote a sense of visual order consistent with the Metro Plan's vision for pedestrian-oriented activity streets. Furthermore, the Project includes separated sidewalks, street trees, and landscaping along the perimeter of the site, consistent with the Metro Plans' streetscape standards. |

**Milpitas Metro Specific Plan**
The Vision Statement of the Milpitas Metro Specific Plan (Metro Plan) is “to create a complete and unique urban neighborhood”. A complete neighborhood includes neighborhood services, a variety of retail, a balance of jobs and housing, with jobs near transit, affordable and market rate housing, safe and attractive multimodal connections, a variety of shared public spaces, and a strong sense of place with memorable architecture and landmarks. The proposed townhome project with live/work units contributes to the Metro Plan’s vision of creating a complete neighborhood within the McCandless District. The Project develops a current vacant parcel, converting underutilized land into new housing that supports the transit-oriented neighborhood envisioned by the Metro Plan. The inclusion of nine live/work units along Market Street also introduces a mixed-use component that supports the Metro Plan’s goal of providing neighborhood services and a balance of jobs and housing near transit. The Project’s location within the McCandless District is consistent with the established pattern of townhome development in this subdistrict.

**Milpitas Zoning Ordinance**
The site is located in the Metro High Density Mixed Use (MXD2-Metro) Zoning District. The purpose of the MXD2-Metro zoning district is to create and enhance areas with a mix of retail, restaurant, entertainment, and commercial service uses on the ground floor and residential or office uses on upper stories, while maintaining a pedestrian-oriented streetscape. It is intended that the required active ground floor uses will ensure neighborhood-oriented retail and services are provided within walking distance of high-density residential development.

Per Milpitas Zoning Code Table B.12.030-A (Metro Zone Development Standards), the subject parcel is allowed a minimum density of 40 dwelling units per acre (du/acre) and a maximum density of 85 du/acre and a Floor Area Ratio between 1.0 and 2.5. Table 3 demonstrates the Project’s consistency with the applicable development standards of the MXD2-Metro zoning district.

**Table 3:**
**Summary of Development Standards**

| Standards | MXD2-Metro | Proposed | Complies |
|---|---|---|---|
| Density Range (du/ gross acre) | 40-85 | 20 | No* |
| Active Use | Ground floor retail and active uses required on 80% of frontages on any one blockface along any Activity Street | 9 Live/work units proposed along Market Street to the south | No* |
| Sidewalk Width (Activity Street) | 18 feet | 8-10 feet | No** |
| Front Setback | Min.: 0 feet<br>Max.: 20 feet | 5-15 feet along Great Mall Pkwy | Yes |
| Interior Side Yard Setback (Min.) | 0 feet | 1-foot along Market Street | Yes |
| Street Side Setback | Min.: 0 feet | 14’4” feet along McCandless | Yes |
| Rear Setback | 10 feet | N/A | Yes |
| FAR (Min.) | 1.0 | 1.52 | Yes |
| FAR (Max.) | 2.5 | 1.52 | Yes |

| Standards | MXD2-Metro | Proposed | Complies |
|---|---|---|---|
| Building Height (Maximum) | 85 feet | 36 – 49 feet | Yes |
| Usable Open Space<br>Per Dwelling<br><br>Per Site | Min. 100 sf per residential unit, which may be private or common open space<br>(109 units x100 square feet per unit =10,900 square feet required)<br><br>Min. 5% of the total open space provided on-site must be publicly accessible | 35,105 square feet provided as follows:<br>1. Common open space: 7,273 SF<br>2. Public open area (urban plaza): 27,832 SF | Yes |
| Long-Term Bicycle Storage | 0.5 long-term spaces per bedroom | 177 (354 bedrooms x 0.5) | Yes |
| Short-Term Bicycle Storage | 0.1 short-term spaces per bedroom | None | Yes, per COA #19 |
| * | Although the Project does not meet the density requirement of the MXD2-Metro zone, a Development Agreement is proposed to apply the minimum density in the TASP (30 du/ac), which the Project would meet. | | |
| ** | The Project includes a Density Bonus permit request to reduce the Active Use and Activity Street sidewalk width requirements of the MXD2-Metro zone | | |

The residential density of the Project is approximately 20 dwelling units per acre (du/ac), which does not meet the allowed minimum density of 40 du/ac in the MXD2-Metro zoning district. However, previous approvals established the use of density averaging across The Fields/District development, allowing flexibility in the distribution of units among the various lots. The average density across the Fields/District development with the proposed Project would be 31 du/ac. The proposed Development Agreement would preserve the minimum residential density of 30 du/ac previously allowed for the subject property under the Transit Area Specific Plan (TASP). Therefore, with density averaging across The Fields/District development, the Project would meet the prior TASP minimum density with 31 units per acre average.

**Site & Architectural Design**

The townhomes are grouped into 17 buildings, which are accessed by private streets and driveways. They are designed in a multi-story townhome format, generally three and four levels tall, maximizing vertical space with parking and entry at the ground level, main living areas on the second and third floors, and bonus or entertaining rooms opening onto large, covered terraces at the top level to take advantage of light and views. Outdoor living is emphasized through balconies and top-level terraces featuring sleek black railings and warm wood soffits, while simple balcony columns frame views and reinforce the contemporary character. The roof design combines shed roofs, flat balcony and terrace roofs, and curved sloping roofs at prominent elements, creating a simple yet dynamic contemporary roofline. Large windows enhance natural light and provide expansive views throughout the development.

Exterior materials consist primarily of stucco with lap siding accents for added texture, while brick at the ground

floor introduces a natural element that helps ground the modern aesthetic. The color palette draws from coastal tones, including whites, cool grays, blues, and green-blues, complemented by the warmer earth tones of the brick. The proposed architecture complements neighboring residential developments, which also reflect contemporary and modern design.

**Traffic and Circulation**
Vehicular access will be provided by a single driveway with direct ingress/egress from Market Street to the south. An internal private street and alley grid will provide access to the 17 buildings and 109 garages with a total of 179 covered vehicle parking spaces provided. One additional emergency access would be provided along McCandless to the west of the site. In addition, four guest parking spaces will be provided along the internal driveway labeled “Street G” in the attached Project Plans, including one ADA-compliant space. The Project has also been conditioned to provide one guest parking space as an EV charging space, per Building Code. Consistent with the intent of the Metro Area and The Fields development, pedestrian ingress and egress is provided throughout the site. New and improved sidewalks along the perimeter of the site will provide access for pedestrians around the Project site. Internal walkways also provide convenient access for pedestrians throughout the site and in between buildings, with primary public sidewalk accessed from two points along Great Mall Pkwy., one at Market Street, and another accessing the urban plaza park at the southwest corner of the site.

The proposed Project includes 109 townhomes with a total of 354 bedrooms. Per MMC Section XIII-C.6.100 (Bicycle Parking), this results in 177 required long-term bicycle spaces and 35 short-term bicycle spaces on-site. The 177 long-term bicycle spaces will be located within the proposed attached garages, with an average of two long-term bicycle spaces per garage. The Project is also conditioned to provide updated plans showing the location and design for all 35 short-term bicycle spaces on-site prior to Building permit issuance, per Condition of Approval #19. Furthermore, multifamily residential projects are required to provide a minimum of 0.5 parking spaces per unit, which would result in 55 parking spaces for this Project. However, the Project will provide a two-car attached garage per unit, as well as four guest parking spaces, resulting in a total of 222 parking spaces throughout the site.

**Public Improvements**
The proposed Project would require utility services including water, wastewater, storm drain, gas, electrical, and telecommunications. The proposed Project would connect to existing utilities via tie-ins along McCandless Drive to the west and Great Mall Parkway to the north. The Project site is currently undeveloped except for a building foundation from the previous entitlement that was never completed. Roofs, roads, concrete driveways and other infrastructure would result in 186,084 square feet of impervious area, which would be mitigated through eight separate drain management areas (DMAs). The three DMAs closest to Great Mall Parkway to the north will use UTS – Silva Cells, while the remaining five will use bioretention areas that will treat and handle stormwater flows prior to discharge to the City’s stormwater drainage system.

As part of the proposed Project, the City’s Public Works – Engineering Transportation team analyzed the proposal and is requiring that a Traffic Impact Analysis (TIA) be submitted to the City for review and approval. However, Public Works is requiring that the developer perform pavement restoration along the project frontage on McCandless Drive, Center Pointe Drive, and Great Mall Parkway per City Standards. In addition, the developer will also perform street lighting photometric analysis along the frontages of the Project to ensure there is ample amount of light when needed. The photometric plan will be reviewed and approved by the City during the construction plan phase.

The Project fronts Great Mall Parkway to the north, McCandless Drive to the west, Market Street to the south, and Centre Pointe Drive to the east. Project frontage along Great Mall Parkway will have a new 10-foot sidewalk and 11 feet of landscaping. Project frontage along McCandless will maintain the existing 8-foot sidewalk and provide between 10 and 16 feet of landscaping. Project frontage along Market Street will have a new 8-foot sidewalk and 12 feet of landscaping. Lastly, frontage along Centre Pointe will have a new 8-foot sidewalk and approximately 12 feet of landscaping.

**Landscaping**

The proposed Project incorporates a combination of groundcovers, shrubs, and trees that are drought-tolerant and consistent with the City's approved plant palette. The vacant site currently has 15 trees, five of which are along McCandless Drive and will remain untouched, while 10 small trees along Great Mall Parkway will be removed. Although none of these removed trees are considered "protected" trees as measured from the width of the trunk, the Project will still mitigate the loss of trees and enhance the Project by planting five additional 24" box Crape Myrtle trees along McCandless Drive along the western edge of the site. 26 additional 24" box Crape Myrtle and Golden Rain Trees are also proposed along the other three street frontages, as well as 16 large, 24" box size Lacebark Elm trees along Great Mall Parkway to the north. Numerous other trees are proposed throughout the interior of the townhome development, including 23 36" box size 'Keith Davey' trees. A number of shrubs and groundcover are proposed throughout the project site such as cape rush shrubs, blush fringe flowers, and different various types of sage will assist the site in bioretention as well as erosion control while providing a harmonious view for the nearby residents.

**Open Space**
Per the Metro Specific Plan, private development must provide on-site open space at a rate of 100 square feet per unit, with at least 5% provided as publicly-accessible open space. This results in a minimum of 10,900 square feet of required open space on-site, 545 square feet of which must be publicly-accessible. The proposed Project exceeds this requirement by providing a 27,832 square-foot publicly-accessible urban plaza area, plus 7,273 square feet of public open space near public right of ways. The urban plaza features a semi-circular concrete seat wall facing a circular patch of lawn that can be used for active uses for the general public. A cantilevered trellis patio cover will overhang the seat wall to provide shade while maintaining an open feel to the urban plaza. Additional shade to the urban plaza will be provided by eight 24" box size accent trees such as red maples and Ginkgo Biloba trees. The Project will also provide 16,745 square feet of private common space in the form of exterior yards within the innermost portion of the site, particularly near Buildings 13, 14 and 17.

**Objective Design Standards**
The City of Milpitas adopted its Residential and Mixed-Use Objective Design Standards (ODS) to facilitate project designs by establishing objective development and design standards for all multi-family and mixed-use projects. The ODS are intended to bring consistency and clarity to project review and permitting while eliminating subjectivity to provide uniform language. The proposed Project includes 109 townhome units and 10 ADUs on a 5.49-acre site, which would be classified as a Large project type and a "Medium" building type. While compliance with the ODS is only required for projects seeking permit streamlining (i.e., ministerial review), all projects proposing two or more dwelling units must demonstrate how it meets the intent and purpose of the ODS. Although the Project is not seeking ministerial review, the Project is compliant with or meets the intent and purpose of (i.e., consistent with) the City's ODS.

**Affordable Housing Ordinance**
The City's Affordable Housing Ordinance (AHO), adopted in February 2022, applies to all new residential development projects of ten units or more designed and intended for permanent occupancy. The proposed Project consists of 109 market-rate dwelling units and 10 ADUs, for a total of 119 housing units. Although ADUs are specifically not counted towards the total number of affordable units, the 109 townhomes exceed the 10-unit threshold and is therefore subject to the AHO.

Pursuant to MMC Section XII-1-3.00, the applicant must reserve 15% of the total number of dwelling units within the development as affordable units. The City's AHO also states that if the project is a residential rental project, 100% of the required affordable units must be reserved for very low or low-income households. If the project is a residential ownership project, 100% of the affordable units must be reserved for very low, low, or moderate-low-income households. As the Project proposes for-sale townhomes, all affordable units are required to be at the moderate-income level or lower. Applying the 15% requirement to the 109 market-rate townhomes yields an affordable housing obligation of approximately 16.35 moderate-income townhomes. Per the AHO, a fractional unit equal to 0.5 or greater is rounded up, resulting in a requirement of 17 on-site affordable units. The Applicant has not elected to pay an in-lieu fee. The on-site requirement is therefore 17 affordable units.

Although the City's AHO requires projects to construct 15% of the total number of dwelling units as affordable units on-site, some exceptions can be made. All exceptions to this requirement for ownership units shall require City Council approval, which must be obtained at or prior to the last discretionary approval for development of the Project. The AHO distinguishes between ownership and rental projects for purposes of the exception process. The City Council may allow an exception to the on-site requirement when the applicant contributes to the City's affordable housing needs through one of the alternatives found within Subsections XII-1-4.00 through XII-1-4.02, which include in-lieu fee payments, off-site construction, and land dedication.

The Project proposes 109 market-rate townhomes without any below-market-rate (BMR) units on site, which is inconsistent with the City's AHO. However, the Applicant is proposing to provide 22 below-market-rate (BMR) rental units by converting market-rate apartments in the adjacent mixed-use building to the south of the Project site, commonly known as Gideon. The Gideon building has 213 rental apartment units, all of which are currently rented at market-rate. The Applicant requests that pursuant to Subsection XII-1-4.03 that Council approve this alternate method of compliance, which requires the City Council to find that such alternate method of compliance meets the purpose of the AHO. In addition, per Section 4 (Exceptions to On-Site Development of 15 Percent Affordable Units) of the AHO, all ownership projects proposing an alternative means of compliance must meet two findings:

1. The development as proposed with the exception as provided pursuant to this Section would further the City's low and/or moderate income housing goals as contained in the Housing Element; and

2. The development with the exception either (i) will result in at least two of the following;
    a. The development of a larger number of deed-restricted affordable units than would be created under the on-site requirement;
    b. The development of a larger number of deed-restricted affordable bedrooms than would be created under the on-site requirement;
    c. The development of a larger amount of deed restricted affordable living area than would be created under the on-site requirement;
    d. The development of deed-restricted affordable units at a lower average income target as compared to the affordable units that would be created under the on-site requirement;

    or (ii) will provide other community benefits that exceed the benefit of constructing on-site affordable units.

While the Project does not propose BMR units within the Project site (Lot 3), the Project site is one of the four sites within The Fields/District development, and the affordable units will be provided within the larger development of which this specific Project is a part. Therefore, under the unique circumstances of this particular project and method of compliance, the above findings can apply (and not necessarily the additional findings for off-site projects in Section XII-1-4.01).

The Project proposes to provide a larger number of deed-restricted affordable units (Finding 2.a) and some of those units at a lower income level (Finding 2.d) than would be created under the on-site requirement. Of the 22 BMR rental units, 18 would be at the low-income level and 4 would be at the very low-income level. Of the 18 low-income units, 15 are proposed as part of this alternative means of compliance with the AHO, and of the 4 very low-income units, 3 are proposed as part of this alternative means of compliance with the AHO. As such, the Project proposes an alternative means of compliance consisting of 18 instead of 17 BMR units, 3 of which would be at the very low- instead of low-income level. The Project proposes to reserve the remaining BMR units (3 low- and 1 very low-income) as a public benefit as part of the proposed Development Agreement as summarized in the below table:

| Affordable Unit Type | Required by Affordable Housing | Proposed by Developer to meet AHO requirements | Proposed by Developer for Development Agreement | Total Being Proposed by Developer |
|---|---|---|---|---|

| | Ordinance (AHO) | | | |
|---|---|---|---|---|
| Moderate | 17 | 0 | 0 | 0 |
| Low | 0 | 15 | 3 | 18 |
| Very Low | 0 | 3 | 1 | 4 |
| **Total** | **17** | **18** | **4** | **22** |

The Applicant requests that the City Council find that this alternate proposal is compliant with the AHO and provides a greater number of affordable units at a lower income level than what would otherwise be produced in the onsite development of the townhomes. The Applicant also points out that these affordable rental units are already constructed and can be made available to qualifying low- and very low-income households as they come open for lease, whereas the onsite construction of the townhomes project may take several years and therefore present a less immediate source of affordable housing.

The Project as proposed would also further the City's low and/or moderate income housing goals as contained in the Housing Element, which includes policies that prioritize the development of low- and very low-income levels. Additionally, the Housing Element Sites Inventory anticipated 357 market-rate units on this site based on the previous entitlement. While the Project would result in 238 fewer market-rate units than anticipated, it would provide 22 low-/very low-income units, which were not anticipated in the Sites Inventory for this site. Historically, the City has exceeded its Regional Housing Needs Allocation (RHNA) for market-rate but struggled to meet its RHNA for the low- and very low-income levels.

Furthermore, while the Project would provide smaller apartments instead of townhouse BMR units, these units would be at the low-/very low-income levels, providing greater rental savings for the Milpitas community relative to that of moderate-income units. The applicant has also demonstrated how the 18 low-/very-low apartment units are equivalent to or exceed the construction cost or value of 17.35 moderate townhomes. See the attached Affordable Housing Equivalency Analysis for more information.

**State Density Bonus Law**
State Density Bonus Law (Gov. Code § 65915 et seq.) incentivizes affordable housing by offering developers certain benefits. According to State Density Bonus Law (SDBL), developers that reserve "*at least 10 percent of the housing units restricted to lower income residents*" are entitled to waivers, concessions, and incentives (which include parking reductions). The city cannot deny a waiver, concession, or incentive unless it can demonstrate the exception will not *result in an identifiable cost reduction* for the project, *have a specific adverse impact upon public health and safety* (per Section 50052.5 of the California Health and Safety Code), *would be prohibited by CEQA* (Pub. Resources Code, § 21000 et seq.), or otherwise be *contrary to state or federal law*.

While the Project is not reserving at least 10 percent of the proposed housing units for lower income residents onsite, the State Density Bonus Law permits local jurisdictions to provide incentives or concessions allowed under the law even where a development may otherwise not be entitled to such incentives or concessions. As such, the City could allow the Applicant to request incentives or concessions for the Project through the DA. Therefore, the applicant is requesting the following incentives or concessions:

1. A reduction in the commercial requirement; and
2. A reduction in the sidewalk width requirement.

The MXD2-Metro zoning district requires ground floor retail and active uses on 80% of frontages on any one blockface along Activity Streets as identified in the Metro Plan. The Metro Plan identifies three of the Project site's frontages as Activity Streets, along the west, south, and east frontages. Since the Project only proposes active uses along Market Street to the south, a waiver is required to reduce the commercial requirement for the Project accordingly. The Metro Plan also requires a minimum 18-foot-wide sidewalk along Activity Streets. However, the proposed sidewalks along the three Activity Streets range from 8 to 10 feet in width.

Both concessions are necessary to make the project economically feasible for the applicant to build since meeting the commercial requirement and minimum sidewalk width requirement would significantly increase the Project cost and affect the core townhomes project that the Applicant wishes to market. The Applicant has provided a project narrative stating why the incentives or concessions are needed and appropriate, as seen in Attachment F.

**Development Agreement**
A Development Agreement (DA) is needed to provide certainty regarding the applicable development standards. The California Legislature adopted the Development Agreement Statute (Section 65864 et seq. of the Government Code) to strengthen public planning, encourage private participation, and reduce development risks. This statute allows cities to enter binding agreements with property owners, establishing certainty as to the development standards and right for a particular project and thereby encouraging investment and redevelopment. On May 6, 1997, the City Council adopted Resolution No. 6642, which sets forth comprehensive procedures and requirements for the institution of development agreements.

The Project is eligible for a Development Agreement because it is a large-scale multifamily residential project and part of a multi-phased master-planned development requiring significant front-end investment and multiple years to complete construction, and otherwise requires long-term certainty on the part of the Applicant, at least for the three-year term (up to a seven-year term with options) of the currently proposed DA. This DA would provide certainty and direction for development to allow the completion of the last aspect of the District/Fields development.

Through the proposed Agreement, the landowner and City would preserve the minimum residential density previously allowed for the subject property under the TASP (31 dwelling units per acre), and thereby allow for the proposed development with additional construction and improvements only allowable through the benefit of this DA.

In consideration, the landowner shall provide the following offsetting public benefits to the City:

1. Payment of Four Hundred Thousand Dollars ($400,000) as a voluntary contribution to the City and community benefit to fund City services and infrastructure improvements at the discretion of the Council, payable at the time of issuance of final occupancy or after 3 years from the Effective Date, whichever comes first; and
2. Conversion of 3 low- and 1 very low-income units within the adjacent Gideon development beyond the affordable units provided for AHO compliance, to be restricted to affordable rents prior to the issuance of building permits and rented to qualifying households within 2 years.

These community benefits are meant to offset the community impacts of the DA, which staff anticipates will at least include additional transportation and other programing or infrastructure required by locating additional residential units further away from this location and the extensive infrastructure and public/private amenities next to it, including the Great Mall and the Milpitas Transit Center.

The proposed DA allows redevelopment of an underutilized site, which has long been vacant as the rest of The Fields/District development has been constructed under the previous TASP standards. The Milpitas Metro Specific Plan, which was adopted in 2023 well after amendments to the previous entitlement for this site, increased the minimum density under the TASP from 30 to 40 dwelling units per acre, which is difficult to meet under current market conditions. The proposed DA will hold these standards open for a period of three (3) years, up to seven (7) years with options, should further redevelopment of the site be sought during this period. If changes are proposed beyond what is defined as “Insubstantial Modification” in the DA, the Project would need to be re-entitled in conformity with then current development standards.

**No Net Loss Law**
While the proposed DA with the reduced minimum density would result in fewer units to be built on the Project site than anticipated in the Housing Element Sites Inventory (119 vs. 357 units), the No Net Loss Law as

codified in Government Code Section 65863 requires a jurisdiction to maintain adequate housing sites to accommodate its remaining unmet RHNA by each income category at all times throughout the entire planning period. If a jurisdiction approves a development of a site identified in its Housing Element Sites Inventory with fewer units than shown in the Housing Element, it must find that the remaining sites have sufficient capacity to accommodate the remaining unmet RHNA by each income level. For the above-moderate income level (i.e., market-rate), the Milpitas 2023-2031 Housing Element identified a total capacity of 4,089 units, which exceeds Milpitas' RHNA obligation of 2,346 units by 1,162 units. Although the Project would result in the loss of 238 market-rate units relative to the anticipated number of units identified in the Sites Inventory, the City currently has more than enough capacity to accommodate its remaining unmet RHNA in this income category. Furthermore, without the proposed DA, given current market conditions, the Project site would likely remain undeveloped beyond the current RHNA cycle (2023-2031), in which case the City would gain no residential units to help meet its RHNA obligations. Additionally, the proposed Project would result in 22 additional lower income units than anticipated in the Housing Element Sites Inventory, with 18 of those units being in the low-income level and 4 being in the very low-income level.

## POLICY ALTERNATIVES

**Alternative 1: Deny the Project**.

**Pros**: A different project with higher density could be proposed at this site in accordance with the MXD2-Metro zoning standards.

**Cons**: The existing vacant site will remain vacant for the foreseeable future until a new development is proposed, which will require new Planning entitlements. Until that time, the City would lose an opportunity to collect development impact fees, require offsite public improvements, and realize development of new housing options, including accessory dwelling units and live/work units within the Metro area. The District neighborhood would remain incomplete and the vacant site would remain a blight to the surrounding area, potentially hindering the immediate surroundings from becoming a vibrant and pedestrian-friendly core within the Metro Plan area. Furthermore, the City would not receive the public benefits associated with the Development Agreement, including the additional affordable housing units beyond the AHO requirement and voluntary cash contribution of $400,000.

**Reason for Not Recommending**: This alternative is not recommended because it does not consider the current market, which has made the previously approved high-density, mixed-use project challenging to build. Denial of the amendment could result in prolonged inactivity on a key site within the Metro area, limiting the City's ability to facilitate infill development while providing at least 119 RHNA dwelling units.

## PROJECT SCHEDULE/ KEY MILESTONES

City Council Approval: 5/19/2026
Estimated Submittal of Building Plan Check/ Construction Drawings: August 2026
Estimated Start of Construction: June 2027
Estimated Substantial Completion: January 2029

## FISCAL IMPACT:

If the proposed Project is approved, the Applicant will apply for various building permits and encroachment permits to construct the new onsite buildings, site improvements, and offsite public improvements in the surrounding area. The new development is expected to generate additional revenue to the City through property taxes as well as potential sales taxes from the nine live/work units. Additionally, the proposed Development Agreement includes a one-time voluntary contribution of $400,000 to the City to fund City services and infrastructure improvements at the discretion of the Council.

## CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The City conducted an environmental assessment in accordance with the California Environmental Quality Act (CEQA) and determined that the proposed Project is categorically exempt from CEQA in accordance with CEQA Guidelines Section 15182 (Residential Projects Pursuant to a Specific Plan) and is consistent with the Addendum to the Transit Area Specific Plan (TASP) Final Environmental Impact Report (FEIR). CEQA

Guidelines Section 15182 exempts further environmental review for a predominantly residential project that is generally in conformity with a specific plan, provided that an EIR was certified for the Specific Plan after January 1, 1980, the Project is a residential project (or predominantly residential in nature), that the Project is consistent with the Specific Plan, and that no events under CEQA Guidelines Section 15162 have occurred. The TASP EIR (SCH#2006032091) was certified by the Milpitas City Council on June 3, 2008, and was later updated by the Milpitas Metro Specific Plan Subsequent EIR, certified by the Milpitas City Council on February 7, 2023, both of which meet the time frame requirement. The proposed Project consists of 109 townhome dwelling units, 10 ADUs, and nine live/work units, which is considered predominantly residential in nature, meets the residential component of CEQA Guidelines Section 15182. The proposed Project is located within the Metro Plan, and the proposed townhome project with live/work units contributes to the Metro Plan's vision of creating a complete neighborhood within the McCandless District. The Project is found to be consistent with the goals, policies, and development standards of the Metro Plan, which meets the Specific Plan component. Lastly, CEQA Guidelines Section 15162 refers to substantial changes proposed in the EIR area that would create significant or substantially more severe impacts. Since the proposed Project involves a decrease in units, decrease in building square footage, and decrease in building height, no instances of CEQA Guidelines Section 15162 could reasonably have been known. Therefore, this Project meets CEQA Guidelines Section 15182.

**ATTACHMENT(S):**

(a) City Council Resolution
(b) Planning Commission Staff Report
(c) Project Plans
(d) Draft Development Agreement
(e) Financial Analysis Report (Economic Equivalency Analysis)
(f) Concession Request Letter (Memorandum/Concessions List)
(g) Development Agreement Ordinance

**RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING SITE DEVELOPMENT PERMIT AMENDMENT SA25-0002, VESTING TENTATIVE MAP P-TM26-0001, CONDITIONAL USE PERMIT AMENDMENT P-UA25-0003, DENSITY BONUS PERMIT P-DB26-0001, AND DEVELOPMENT AGREEMENT (P-DA26-0001)FOR THE DISTRICT – LOT 3 (CENTRE POINTE SITE A) / THE FIELDS, GENERALLY LOCATED AT THE INTERSECTION OF GREAT MALL PARKWAY AND McCANDLESS DRIVE, WITHIN THE McCANDLESS / CENTRE POINTE SUB-DISTRICT OF THE MILPITAS METRO (APN: 086-33-112, -113, and -114).**

**WHEREAS**, in 2008, the City Council adopted the Transit Area Specific Plan (TASP), which encompasses 437 acres and forecasts the development of approximately 7,109 residential dwelling units, 287,075 square feet of retail space, 993,843 square feet of office use, and up to 350 hotel rooms, and included goals, policies, and development standards to guide construction within the area, including sub-districts to address the TASP's unique characteristics; and

**WHEREAS**, in 2010, Integral Communities submitted a master-planned mixed-use development within a portion of the McCandless/Centre Pointe Sub-District, known as The District, which includes multiple land areas for retail, commercial, and high-density residential development; and

**WHEREAS**, Integral Communities subsequently sold The District project to Lyon Living, which is completing the development of a portion of The District, referred to as The Fields, comprised of four separate mixed-use areas located near the intersection of Great Mall Parkway and McCandless Drive, also referred to by the City as The District – Lot 1, Lot 2, Lot 3, and Lot 4, and by the applicant as Turing, Graham, Elion, and Gideon, respectively; and

**WHEREAS**, in November 2015, the City of Milpitas approved multiple entitlements for a major portion of The Fields, including Site Development Permit No. SD15-0006 and Conditional Use Permit No. UP15-0010, as part of a master-planned development comprised of six planning areas, each developed with a mix of multi-family residential and residential units, including:

- District Lot 2: A 218-unit multi-family residential development with approximately 3,480 square feet of retail and commercial uses, mapped pursuant to Tentative Map No. TM11-0002 approved March 20, 2012;
- District Lot 3: a 175-room hotel and associated uses as approved under SD15-0006 and UP15-0010;
- District Lot 4: A 173-unit multi-family residential development with approximately 13,941 square feet of retail, mapped pursuant to Tentative Map No. TM11-0002 approved on March 20, 2012; and

**WHEREAS**, in 2021, the Planning Commission approved Site Development Permit Amendment No. SA20-0004 and an amendment to Conditional Use Permit No. UP15-0010 on the Project site. That amendment modified the previously approved development density, uses, and architecture, including decreasing the total number of residential dwelling units from 423 to 357, decreasing the total number of hotel rooms from 175 to 162, decreasing the amount of commercial space from 59,135 square feet to 25,179 square feet, decreasing the size of the rooftop amenity deck from 49,240 square feet to 18,225 square feet, and reducing the building's height from 130 feet to 83 feet for the hotel and 90 feet for the mixed-use buildings; and

**WHEREAS**, in 2025, Lyon Living (the "Applicant") submitted an application requesting a Site Development Permit Amendment to develop 109 multi-family townhomes and 10 Accessory Dwelling units on a vacant 5.49-acre site located in the MXD2-Metro Zoning District at 1320 McCandless Avenue, generally located at the intersection of Great Mall Parkway and McCandless Drive. The application also included a request for a Density Bonus Permit with waivers and concessions, as well as a tentative Development Agreement to address the required minimum density in the Milpitas Metro Specific Plan and other applicable standards; and

**WHEREAS**, the Planning Division completed an environmental assessment for the Project in accordance with the California Environmental Quality Act (CEQA), which assessment determined that the Project is exempt from CEQA review pursuant to Section 15182 (Projects Pursuant to a Specific Plan) of the CEQA Guidelines; and

**WHEREAS**, on May 6, 2026, the Planning Commission held a duly noticed public hearing on the subject application, and considered the evidence presented by City staff, the applicant, and other interested parties; and

**WHEREAS**, the Planning Commission considered all of the written and oral testimony presented at the public hearing in making its decision; and

**WHEREAS**, the Planning Commission closed the public hearing and voted 6-0, with one Commissioner absent, recommending that the Milpitas City Council approve Site Development Permit Amendment P-SA25-0002, Vesting Tentative Map P-TM26-0001, Conditional Use Permit Amendment P-UA25-0003, Density Bonus Permit P-DB26-0001, and Development Agreement DA26-0001; and

**WHEREAS**, on May 19, 2026, the City Council held a duly-noticed public hearing, at which time all those in attendance were given the opportunity to speak on the Project; and

**WHEREAS**, the City Council considered all of the written and oral testimony presented at the public hearing, including evidence presented by City staff, the Applicant, and the public in making its decision.

**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 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 incorporated herein by reference.

**SECTION 2. California Environmental Quality Act**

The City conducted an environmental assessment in accordance with the California Environmental Quality Act (CEQA) and determined that the proposed Project is categorically exempt from CEQA in accordance with CEQA Guidelines Section 15182 (Residential Projects Pursuant to a Specific Plan) and is consistent with the Addendum to the Transit Area Specific Plan (TASP) Final Environmental Impact Report (FEIR). CEQA Guidelines Section 15182 exempts further environmental review for a predominantly residential project that is generally in conformity with a specific plan, provided that an EIR was certified for the Specific Plan after January 1, 1980, the Project is a residential project (or predominantly residential in nature), that the Project is consistent with the Specific Plan, and that no events under CEQA Guidelines Section 15162 have occurred. The TASP EIR (SCH#2006032091) was certified by the Milpitas City Council on June 3, 2008, and was later updated by the Milpitas Metro Specific Plan Subsequent EIR, certified by the Milpitas City Council on February 7, 2023, both of which meet the time frame requirement. The proposed Project consists of 109 townhome dwelling units, 10 ADUs, and nine live/work units, which is considered predominantly residential in nature, meets the residential component of CEQA Guidelines Section 15182. The proposed Project is located within the Metro Plan, and the proposed townhome project with live/work units contributes to the Metro Plan's vision of creating a complete neighborhood within the McCandless District. The Project is found to be consistent with the goals, policies, and development standards of the Metro Plan, which meets the Specific Plan component. Lastly, CEQA Guidelines Section 15162 refers to substantial changes proposed in the EIR area that would create significant or substantially more severe impacts. Since the proposed Project involves a decrease in units, decrease in building square footage, and decrease in building height, no instances of CEQA Guidelines Section 15162 could reasonably have been known. Therefore, this Project meets CEQA Guidelines Section 15182.

**SECTION 3: Site Development Permit Findings (*MMC Section XIII-D.4.020.F(1.a-d) for All Site Development Permits and MMC Section XIII-D.4.020.F(2.a-c) for Specific Projects*)) :**

*1a. The proposed project is consistent with this Title.*

The proposed Project provides 109 townhome residential units, 10 ADUs, nine live/work units, and 22 below-market-rate affordable rental units at an adjacent site, which is consistent with the intent of the MXD2-Metro zoning district. The Project's site design, including setbacks and building height is also consistent with the applicable zoning standards for the MXD2-Metro zone, as demonstrated in Table 1 below. Although the Project does not comply with the density and active commercial requirement of the MXD2-Metro zone, a Density Bonus permit and Development Agreement are proposed to meet the average minimum density of the District area and reduce the commercial requirement, respectively. The residential density of the Project is approximately 20 dwelling units per acre (du/ac), which does not meet the allowed minimum density of 40 du/ac in the MXD2-Metro zoning district. However, previous approvals established the use of density averaging across The Fields/District development, allowing flexibility in the distribution of units among the various lots. The average density across this development with the proposed Project would be 31 du/ac. The proposed Development Agreement would preserve the minimum residential density of 30 du/ac previously allowed for the subject property under the Transit Area Specific Plan (TASP). Therefore, with density averaging across The Fields/District development, the Project would meet the TASP minimum density with 31 units per acre average. Therefore, the proposed Project is consistent with this title.

**Table 1:**
**Summary of Metro Development Standards**

| Standards | MXD2-Metro | Proposed | Complies |
|---|---|---|---|
| Density Range (du/ gross acre) | 40-85 | 20 | No* |
| Active Use | Ground floor retail and active uses required on 80% of frontages on any one blockface along any Activity Street | 9 Live/work units proposed along Market Street to the south | No* |
| Sidewalk Width (Activity Street) | 18 feet | 8-10 feet | No** |
| Front Setback | Min.: 0 feet<br>Max.: 20 feet | 5-15 feet along Great Mall Pkwy | Yes |
| Interior Side Yard Setback (Min.) | 0 feet | 1-foot along Market Street | Yes |
| Street Side Setback | Min.: 0 feet | 14'4" feet along McCandless | Yes |
| Rear Setback | 10 feet | N/A | Yes |
| FAR (Min.) | 1.0 | 1.52 | Yes |
| FAR (Max.) | 2.5 | 1.52 | Yes |
| Building Height (Maximum) | 85 feet | 36 – 49 feet | Yes |
| Usable Open Space<br>Per Dwelling<br><br>Per Site | Min. 100 sf per residential unit, which may be private or common open space<br><br>Min. 5% of the total open space provided on-site must be publicly accessible | (109x100=10,900)<br><br>Common open space: 7,273 SF<br><br>Public open area (urban plaza): 27,832 SF | Yes |

| Standards | MXD2-Metro | Proposed | Complies |
|---|---|---|---|
| Long-Term Bicycle Storage | 0.5 long-term spaces per bedroom | 177 (354 bedrooms x 0.5) | Yes |
| Short-Term Bicycle Storage | 0.1 short-term spaces per bedroom | None | Yes, per COA #20 |
| * | Although the Project does not meet the density requirement of the MXD2-Metro zone, a Development Agreement is proposed to apply the minimum density in the TASP (31 du/ac), which the Project would meet. | | |
| ** | The Project includes a Density Bonus permit request to reduce the Active Use and Activity Street sidewalk width requirements of the MXD2-Metro zone | | |

***Site & Architectural Design***

The townhomes are grouped into 17 buildings, which are accessed by private streets and driveways. The are designed in a multi-story townhome format, generally three and four levels tall, maximizing vertical space with parking and entry at the ground level, main living areas on the second and third floors, and bonus or entertaining rooms opening onto large, covered terraces at the top level to take advantage of light and views. Outdoor living is emphasized through balconies and top-level terraces featuring sleek black railings and warm wood soffits, while simple balcony columns frame views and reinforce the contemporary character. The roof design combines shed roofs, flat balcony and terrace roofs, and curved sloping roofs at prominent elements, creating a simple yet dynamic contemporary roofline. Large windows enhance natural light and provide expansive views throughout the development.

***Traffic and Circulation***

Vehicular access will be provided by a single driveway with direct ingress/egress from Market Street to the south. An internal private street and alley grid will provide access to the 17 buildings and 109 garages with a total of 179 covered vehicle parking spaces provided. In addition, four guest parking spaces will be provided along the internal driveway labeled "Street G" in the attached Project Plans, including one ADA-compliant space. Consistent with the intent of the Metro Area and The Fields development, pedestrian ingress and egress is provided throughout the site. New and improved sidewalks along the perimeter of the site will provide access for pedestrians around the Project site. Internal walkways also provide convenient access for pedestrians throughout the site and in between buildings, with primary public sidewalk accessed from two points along Great Mall Pkwy., one at Market Street, and another accessing the urban plaza park at the southwest corner of the site.

***Public Improvements***

The proposed Project would require utility services including water, wastewater, storm drain, gas, electrical, and telecommunications. The proposed Project would connect to existing utilities via tie-ins along McCandless Drive to the west and Great Mall Parkway to the north. The Project site is currently undeveloped except for a building foundation from the previous entitlement that was never completed. The Project fronts Great Mall Parkway to the north, McCandless Avenue to the west, Market Street to the south, and Centre Pointe Drive to the east. Project frontage along Great Mall Parkway will have a new 10-foot sidewalk and 11 feet of landscaping. Project frontage along McCandless will maintain the existing 8-foot sidewalk and provide between 10 and 16 feet of landscaping. Project frontage along Market Street will have a new 8-foot sidewalk and 12 feet of landscaping. Lastly, frontage along Centre Pointe will have a new 8-foot sidewalk and approximately 12 feet of landscaping.

***Open Space***

The proposed Project meets and exceeds the public open space requirement by providing a 27,832 square-foot publicly-accessible urban plaza area, plus 7,273 square feet of public open space near public right of

ways. The urban plaza features a semi-circular concrete seat wall facing a circular patch of lawn that can be used for active uses for the general public. The Project will also provide 16,745 square feet of private common space in the form of exterior yards within the innermost portion of the site, particularly near Buildings 13, 14 and 17.

*1b. The proposed use and project are consistent with the goals and policies of the General Plan:*

The proposed multi-family residential Project is consistent with the General Plan land use designation of Milpitas Metro Specific Plan, which encourages high-density, mixed-use, transit-oriented development, especially within the McCandless/Centre Pointe Sub-District. As shown in Table 2 below, the Project complies with General Plan policies LU 1-4, LU 2-1, LU 5-1, LU 5-3, CD 5-5, and CD 6-5. The townhome product type offers a family-sized housing option that is distinct from the higher-density stacked-flat apartment developments that predominate in the Metro Plan area, thereby diversifying the housing stock and providing additional choices for residents who may need more space for family, professional, or personal needs. This Project will develop a currently vacant 5.49-acre parcel, thereby activating an underutilized site and contributing to the fabric of the area. The Project site design, with live/work units oriented toward Market Street, which will provide a unique opportunity to homeowners and business owners, and will create an active ground-floor street presence that integrates with the surrounding streetscape rather than creating an insular or self-contained development. The proposed Project is a medium-density residential infill development that will complete The Fields/District development and neighborhood. Therefore, the proposed Project is consistent with the goals and policies of the General Plan, as outlined in the following table:

**Table 2: General Plan Consistency**

| Policy | Conformance |
|---|---|
| ***LU 1-4*** *Continue to provide for a variety of housing types and densities that meet the needs of individuals and families and offer residents of all income levels, age groups, and special needs sufficient housing opportunities and choices for locating in Milpitas.* | **Consistent.** The Project provides 109 new multi-family townhome residences and 10 Accessory Dwelling Units (ADUs) on a currently vacant 5.49-acre parcel within the McCandless District of the Metro Specific Plan area. This variety of housing types — townhomes with attached two-car garages and ADUs — will meet the needs of individuals, families, and residents of all demographics and income levels. The townhome product type offers a family-sized housing option that is distinct from the higher-density stacked-flat apartment developments that predominate in the Metro Plan area, thereby diversifying the housing stock and providing additional choices for residents who may need more space for family, professional, or personal needs. Additionally, nine of the townhome units along Market Street will include live/work units, further expanding the variety of housing options available to residents who may wish to operate a home-based business. |
| ***LU 2-1*** *Utilize Specific Plans to guide development within Milpitas's special planning areas. Properties located within Specific Plan areas shall conform to the underlying Specific Plan's land uses, zoning, and development standards.* | **Consistent.** The Project site is located within the Metro Specific Plan (Metro Plan) area and is zoned MXD2-Metro. The General Plan designates the Metro Plan as a walkable, transit-oriented area that encourages walking, biking, and public transit to minimize vehicle miles traveled (VMT). The Project, as proposed, conforms to the majority of development standards of the Metro Plan, as applicable; however, some of these standards will be addressed through a separate Development Agreement. The inclusion of nine live/work units along Market Street to the south is also consistent with the Metro Plan's vision for active ground-floor uses along designated activity streets within the McCandless District. |

| Policy | Conformance |
|---|---|
| ***LU 5-1*** *Require new development and redevelopment to be compatible, complementary, and, where appropriate, well integrated with existing residential areas. Integrate new large-scale development projects into the fabric of the existing community rather than allowing projects to be insular and self-contained.* | **Consistent.** The Project site is located across the street from the Great Mall and within the McCandless District, an area that has steadily transitioned to a mixed-use, transit-oriented neighborhood over the last ten years or so. This Project will develop a currently vacant 5.49-acre parcel, thereby activating an underutilized site and contributing to the fabric of the area. The Project site design, with live/work units oriented toward public streets, will create an active street presence that integrates with the surrounding streetscape rather than creating an insular or self-contained development. |
| ***LU 5-3*** *Ensure new development is consistent with specific height limits established within the City's Zoning Ordinance as applied through the zoning district for all properties within the City.* | **Consistent.** The Project meets the applicable height standards by proposing townhome buildings within the maximum height limit established for the MXD2-Metro zoning district. The building heights are proposed between 36 and 49 feet, which are consistent with the scale of nearby townhome developments within the Metro Plan area, while the maximum allowed building height is 85 feet. |
| ***CD 5-5*** *For infill development, incorporate context-sensitive design elements that maintain compatibility and raise the quality of the area's architectural character.* | **Consistent.** The Project is an infill development on a vacant 5.49-acre parcel within the McCandless District of the Metro Plan. The Project incorporates context-sensitive design elements that maintain compatibility with the evolving architectural character of the Metro Plan area while raising the quality of the neighborhood. The townhome site design, with attached two-car garages, private entrances, and varied rooflines, provides a residential character that is compatible with the existing residential developments in the surrounding area. Furthermore, the inclusion of nine live/work units along Market Street introduces an active ground-floor element that conforms directly with the mixed-use character envisioned by the Metro Plan for the McCandless District. |
| ***CD 6-5*** *Promote consistent development patterns along streets, particularly by how buildings relate to the street, to promote a sense of visual order, and provide attractive streetscapes.* | **Consistent.** The Project promotes consistent development patterns along Great Mall Parkway, McCandless Drive, and Market Street by orienting live/work units to face the public streets while maintaining landscaped setbacks that create an active and attractive streetscape. The proposed live/work units along Market Street further activate the street frontage and promote a sense of visual order consistent with the Metro Plan's vision for pedestrian-oriented activity streets. Furthermore, the Project includes separated sidewalks, street trees, and landscaping along the perimeter of the site, consistent with the Metro Plans' streetscape standards. |

*1c. The project will not be detrimental to public health, safety, and general welfare:*

The proposed townhome development is compatible with existing and planned land uses in the vicinity. The McCandless District of the Metro Plan is characterized by "high-density mixed-use development along larger, busier streets in the northern area and lower density townhouse development in the central area". The development is compatible with the surrounding mixed-use development within The Fields/District area and the broader McCandless/ Centre Pointe Sub-District. The Project will not create adverse impacts on adjacent

properties with respect to noise, traffic, light, or other environmental factors beyond those previously analyzed and addressed in the original TASP Environmental Impact Report and subsequent Addendum. The site plan also demonstrates adequate internal circulation, emergency vehicle access, and pedestrian connectivity. A traffic analysis has been prepared demonstrating the Project's anticipated traffic generation can be accommodated by the existing street network. Transportation and Fire staff have also reviewed the Project plans and are requiring conditions of approval to ensure adequate emergency vehicle access and have confirmed that the internal private streets and driveways adequately serve the development. Therefore, the Project will not be detrimental to public health, safety, and general welfare.

*1d. The proposed project is in compliance with the provisions of California Environmental Quality Act (CEQA):*

The proposed Project includes the development of 109 multi-family residential units and 10 Accessory Dwelling Units within an urban and mixed-use zoned area. With the proposed Development Agreement and density bonus concessions, the proposed Project meets the Metro Specific Plan zoning regulations and is consistent with the policies established in the original TASP Environmental Impact Report (EIR) and Metro Specific Plan Subsequent EIR (SCH#2006032091). The Project is also a residential development within and subject to a Specific Plan. Therefore, the Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15182 (Projects Pursuant to a Specific Plan).

*2a. The proposed use and project are consistent with the goals and policies of any Specific Plan, if applicable:*

The proposed Project includes the development of 109 multi-family residential units and 10 Accessory Dwelling Units, which helps implement the range of uses and development standards as set forth in the Metro Specific Plan, particularly within the Residential Retail High Density Mixed Use (RRMU) Specific Plan land use designation. The RRMU classification allows residential-only development to have a density range between 40 to 85 units per acre; however, the proposed Development Agreement would preserve the minimum residential density of 31 units per acre previously allowed for the subject property under the Transit Area Specific Plan (TASP). The current Project is proposed at a residential density of approximately 20 units per acre, which is well below the minimum allowed density within the Metro Specific Plan; however, with density averaging across The Fields/District development, the Project meets the TASP minimum density of 31 units per acre average. Furthermore, the Project would contribute to the Metro Plan vision of creating a complete and unique urban neighborhood, which includes a mix of residential and retail uses, affordable housing, a variety of shared public spaces, and a strong sense of place with quality architecture and key landmarks. The Project would develop a currently vacant parcel into new housing, including affordable units, that supports the transit-oriented neighborhood envisioned by the Metro Plan. The inclusion of nine live/work units along Market Street also introduces a mixed-use component that supports the Metro Plan's goal of providing neighborhood services and a balance of jobs and housing near transit. The Project's location within the McCandless District is also consistent with the established pattern of townhome development in this subdistrict. Additional Metro Plan policy findings can be found in Table 3 below:

**Table 3: Metro Plan Policy Compliance**

| Policy | Conformance |
|---|---|
| ***LU 1.1*** *Establish the Land Use Classifications to identify areas appropriate for residential, commercial, mixed use, office, and industrial development. Retail commercial uses shall be concentrated in a pedestrian-oriented pattern.* | **Consistent.** The Project site is zoned MXD2-Metro, which includes "a mix of retail, restaurant, entertainment, and commercial services uses on the ground floor and residential or office uses on upper stories. The proposed 109-unit townhome development with nine live/work units along Market Street is consistent with the mixed-use character of the MXD2 designation by providing both residential and commercial uses. |
| ***LU 2.1 and 2.3*** *"Arrange the highest density areas supported by strong pedestrian and bicycle access ways* | **Consistent.** The Project is located at the intersection of Great Mall Parkway and McCandless Avenue, directly across from the Great Mall and within proximity to the VTA Great Mall |

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|---|---|
| *and along the major corridors and transit-adjacent areas" and "Establish a strong pedestrian and transit orientation throughout the Plan Area and limit development design that prioritizes automobile access to the detriment of pedestrian and bicycle access"..* | light rail station. The Metro Plan identifies Great Mall Pkwy. As a major corridor where transit-oriented development is envisioned. The Project's location supports transit ridership by placing 109 new residential units and 10 ADUs within walking distance of light rail service. |
| ***LU 3.2** Accommodate housing for a range of housing types, income levels, and rental and ownership models, including the following: Live/work units, Group housing, Co-living, Senior housing, Student housing".* | **Consistent.** The Project proposes 109 townhome units with 10 ADUs that provides transit-oriented housing within the McCandless District that diversifies the housing stock in the Metro Plan. The Project includes nine live/work units along Market Street, which is one of the housing types specifically listed in Policy LU 3.2. The townhome product type also adds variety to the Metro area's housing products, which includes higher-density apartment and condominium units. Furthermore, the Project will comply with the City's Inclusionary Housing Ordinance by providing 22 off-site affordable units at the nearby Gideon Apartments. |
| ***PPS 1.7** Parks, Public Space, and Open Space: Locate parks and outdoor gathering spaces adjacent to higher density residential development to provide a visual and activity for housing, as well as to ensure safety through casual surveillance.* | **Consistent.** The Project is located approximately 1,000 feet away from McCandless Park, the largest park in the Metro area, which provides recreational amenities for the McCandless Subdistrict. The Project meets the minimum common open space requirement of 100 square feet per unit (10,900) with 27,832 square feet of public open space in the form of an urban plaza at the corner of Market Street and McCandless Avenue. |

*2b. The proposed siting, form, architectural style, materials, and other elements of multi-family residential and mixed-use developments are consistent with City Objective Design Standards:*

The proposed Project is designed in a Northwest Contemporary architectural style, incorporating clean, boxy massing, flat and low-slope roofs, large black-framed windows, and a mixed-material façade. The building massing is articulated through projections and recesses at adjacent townhomes, as well as staggered balconies that help break up the length of the structures, while top-level terraces create a stepped-back effect that reduces the overall sense of verticality. The residences are arranged in a multi-story townhome format, generally three and four levels tall, maximizing vertical space with parking and entry at the ground level, main living areas on the second and third floors, and bonus or entertaining rooms opening onto large covered terraces at the top level to take advantage of light and views. The roof design combines shed roofs, flat balcony and terrace roofs, and curved sloping roofs at prominent elements, creating a dynamic contemporary roofline. Large windows enhance natural light and provide expansive views throughout the development. Exterior materials consist primarily of stucco with lap siding accents for added texture, while brick at the ground floor introduces a natural element that helps ground the modern aesthetic. The color palette draws from coastal tones, including whites, cool grays, blues, and green-blues, complemented by the warmer earth tones of the brick. The proposed architectural style complements the surrounding neighboring residential developments and meets the intent of the City's Objective Design Standards as shown in Table 4, thus meeting this finding.

**Table 4: Objective Design Standards**

| Policy | Conformance |
|---|---|
| *Section 2.1 - Block Structure / Maximum Block Length* | **Consistent** - The ODS require that all projects have a maximum block length of 400 feet and a maximum perimeter length of 1,400 |

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|---|---|
| | feet. Although the Project site exceeds both amounts, the size and shape of the lot is existing and will not be increased. Additionally, the block is broken up by private driveways and pedestrian paths along the perimeter. Therefore, the Project is consistent with the intent and purpose of this requirement to divide large blocks and create multiple buildings. |
| *Section 2.3 - Shared / Publicly Accessible Open Space* | **Compliant** – As a Large Site, the Project is required to provide shared publicly accessible open space in addition to minimum usable open space. For projects with an average building height less than 45 feet such as this one, publicly accessible open space shall be equal to or greater than 5% of the lot area, which is approximately 11,957 square feet. This Project meets this requirement through the Urban Plaza located at the intersection of Market Street and McCandless Avenue. |
| *Section 3.1 - Sidewalk Design* | **Consistent** - The ODS require that residential projects fronting a public street right-of-way provide a minimum effective sidewalk width of 12 feet, with a minimum 6-foot-wide pedestrian clear zone. The Project fronts Great Mall Parkway to the north, McCandless Avenue to the west, Market Street to the south, and Centre Pointe Drive to the east. Project frontage along Great Mall Parkway will have a 10-foot sidewalk and 11 feet of landscaping. Project frontage along McCandless will have an 8-foot sidewalk and between 10 and 16 feet of landscaping. Project frontage along Market Street will have an 8-foot sidewalk and 12 feet of landscaping. Lastly, frontage along Centre Pointe will have an 8-foot sidewalk and approximately 12 feet of landscaping. |
| *Section 3.4 – Ground Floor Uses* | **Consistent –** The ODS require that active frontages have a minimum interior depth of gross building area of 15 feet for live/work units. As proposed, the Project provides between 12 and 14 feet and 8 inches of depth. However, due to the limited right-of-way along Market Street, a 15-foot active frontage is infeasible. The provided frontage area is suitable for a narrow street like Market Street. |
| *Section 3.9 – Standards for Special Conditions and Adjacencies* | **Consistent –** The ODS require that all ground floor residential units shall be set back a minimum 40 feet from face-of-curb when adjacent to a Major Roadway, which is defined as a street with three or more travel lanes in each direction. Great Mall Parkway meets this definition and is directly north of the Project site. The Project proposes a building setback between 20 to 22 feet along Great Mall Parkway. However, the Project provides a number of large street trees along the Great Mall Parkway and approximately 10 feet of right-of-way dedication. The proposed height of the proposed buildings along Great Mall Parkway are also no more than 49 feet, which meets the intent of promoting gradual transitions from high density development to surrounding areas. Furthermore, no sound attenuation walls are proposed in order to lessen any potential noise impacts and maintain a pedestrian-friendly environment |
| *Section 5.1 - Ground Floor Design* | **Compliant** - The ODS require that all ground floor residential units have an entry with direct access to the sidewalk, path, or open space. Ground floor residential facades must have a minimum 30% transparent glazing between 4 and 7.5 feet in height above finished floor, with transparent glazing that is maximum 50% |

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|---|---|
| | reflective and with visible light transmittance greater than 80%. For the nine live/work units proposed along Market Street, the facades are required to have a minimum 50% transparent glazing between 3 and 7.5 feet in height above finished floor. This has been added as a condition of approval within the attached Resolution (COA #17). |
| *Section 5.2 - Residential Unit Entry Types* | **Compliant** – The ODS require that private entries into ground floor residential units shall be designed to provide human-scaled detailing, enhanced pedestrian experience, transition between public and private space, spaces for residents to gather and spend time outdoors, and resident privacy. The Project proposes Terrace entrances for all residential units, which are limited to 30 inches above the grade of the back of the adjacent sidewalk or accessway. Terrace entrances are also required to have a minimum path width of 42 inches and fences or walls have a maximum of 42 inches in height and have a minimum transparency of 40%. Although no fences are proposed at this time, the height maximum has been added as a condition of approval within the attached Resolution (COA #19). |
| *Section 5.5 - Building Materials* | **Compliant** – The ODS require building facades to include a variation in building materials, with primary materials covering between 55% and 65% of each exterior, excluding windows, doors, garage doors, and building trims. This Project accomplishes this by including metal-clad roofing materials, aluminum storefronts, and "Hartford" brick veneer, in addition to painted stucco and siding. |
| *Section 6.2 - Usable Open Space/ Common Open Space* | **Compliant** – The ODS require that Common Open Space be immediately adjacent to common spaces, hallways, or residential units, be accessible to all residents, and have a minimum width and length of 20 feet. The common open space must include a minimum of 20% landscaping, with a minimum of 20% area planted with ground cover/ shrubs, and a minimum of one tree planted per 400 square feet of open space area. Staff finds that the project is consistent with ODS Section 6.2 via the proposed urban plaza. |

*2c. The proposed siting, form, and architectural style of single-family residential, commercial, and industrial developments are appropriate for the project site and surroundings and create a visually cohesive design, and are consistent with all applicable design standards in this Title:*

The above finding is not applicable to the Project because it is a multi-family development.

**SECTION 4: Conditional Use Permit Findings (MMC Section XIII-D.4.030)**

1. *The proposed use is consistent with the goals and policies of the General Plan;*

   See Site Development Permit Finding 1.b above.

2. *The proposed use is consistent with the goals and polices of any Specific Plan if applicable;*

   See Site Development Permit Finding 2.a above.

3. *The proposed use is appropriate for the zone in which it is located, is compatible with uses in the zone, and complies with all other applicable provisions of this Title;*

The proposed residential townhome development will not be detrimental or injurious to property or improvements in the vicinity nor to the public health, safety, and general welfare. The Project site is a vacant, undeveloped parcel located within the McCandless District of the Metro Specific Plan area, which is planned and zoned for high-density, transit-oriented residential development. The surrounding area includes existing residential and mixed-use developments to the west and south of the Project site, and a well-established commercial shopping center to the north across from Great Mall Parkway. Therefore, the Project will complete the neighborhood by contributing to and diversifying the existing housing mix with ADUs and live-work units. Moreover, the McCandless Subdistrict specifically calls out townhomes as part of the Metro Plan's vision. The residential units of the proposed Project are compatible with the neighboring commercial uses as residents will be able to shop nearby and/or using the Milpitas Transit Center to commute to work. Furthermore, with the density bonus concessions and Development Agreement, the Project complies with all applicable zoning and development standards in this Title. The Project has also been designed to comply with all applicable building, fire, and safety codes, and conditions of approval will be imposed to ensure ongoing compliance.

4. *The proposed use will not be materially detrimental to the health, safety, and welfare of the public or the property and residents in the vicinity;*

   See Site Development Permit Finding 1.c above.

5. *The subject site is physically suitable for the use being proposed, including access and utilities;*

   The proposed 5.49-acre Project is adequate in size and shape to accommodate the proposed 109 townhome units and 10 ADUs, including all required setbacks, parking, landscaping, and open space. The Project provides two-car garages for each residential townhome, an approximately 28,000 square-foot urban plaza to be used for public open space, and sufficient setbacks and public rights-of-way, which meet the applicable standards of the MXD2-Metro zone. The site plan also demonstrates adequate internal circulation, emergency vehicle access, and pedestrian connectivity. A traffic analysis has been prepared demonstrating the Project's anticipated traffic generation can be accommodated by the existing street network. Transportation and Fire staff have also reviewed the Project plans and are requiring conditions of approval to ensure adequate emergency vehicle access and have confirmed that the internal private streets and driveways adequately serve the development. The Project will connect to existing utilities via tie-ins along McCandless Drive to the west and Great Mall Parkway to the north.

6. *The design, location, size, and operating characteristics of the proposed use are compatible with existing and reasonably foreseeable future land use and circulation in the vicinity;*

   The Project site is located at the intersection of Great Mall Parkway and McCandless Drive. Great Mall Parkway is an arterial street, while McCandless Drive is a collector street. The site is within half a mile of the Milpitas BART station and VTA light rail stations, providing excellent multi-modal transit access. A traffic analysis has been prepared demonstrating the Project's anticipated traffic generation can be accommodated by the existing street network. Furthermore, the Project would result in a significant decrease in the number of residential units from what was previously analyzed through the Environmental Impact Report for the Milpitas Metro area. Generally, a lower level of development results in fewer environmental impacts related to public services, utilities, natural resources, local vehicular traffic, and other impact categories. Therefore, the design, location, size, and operating characteristics of the Project are suitable for the Project site and compatible with the surrounding area. The Metro Specific Plan also envisions a mix of housing and pedestrian-oriented environment in this area, which the Project will help fulfill by introducing medium-density housing with ADUs, affordable housing, and live-work units to complete The Fields/District development.

7. *The proposed Project is in compliance with the provisions of California Environmental Quality Act.*

   The proposed Project includes the development of 109 multi-family residential units and 10 Accessory Dwelling Units within an urban and mixed-use zoned area. With the proposed Development Agreement and density bonus concessions, the proposed Project meets the Metro Specific Plan zoning regulations and is consistent with the policies established in the original TASP Environmental Impact Report and Metro Specific Plan Subsequent EIR (SCH#2006032091). The Project is also a residential development within

and subject to a Specific Plan. Therefore, the Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15182 (Projects Pursuant to a Specific Plan.

**SECTION 5: Density Bonus Findings (California Government Code Section 65915)**

1. *The maximum allowable base density specified in the General Plan, including any other permitted increases to density.*

   The proposed Project includes 109 townhome units, equaling a residential density of approximately 20 dwelling units per acre (du/ac), which does not meet the allowed minimum density of 40 du/ac in the MXD2-Metro zoning district. However, previous approvals established the use of density averaging across The Fields/District development, allowing flexibility in the distribution of units among the various lots. Furthermore, the proposed Development Agreement would preserve the minimum residential density of 31 du/ac previously allowed for the subject property under the Transit Area Specific Plan (TASP). Therefore, with density averaging across The Fields/District development, the Project would meet the TASP minimum density of 31 units per acre average.

2. All *affordable units shall be reasonably dispersed throughout the project, shall contain on average the same number of bedrooms as the non-affordable units in the project, and shall be comparable with the non-affordable units in terms of appearance, materials and finished quality. The Planning Commission may recommend to the City Council modifying the requirements as to unit size or type, if it is found that such a modification would better serve the affordable housing need of Milpitas.*

   The Applicant has proposed to convert 22 existing apartment units from an adjacent mixed-use development from market-rate units to low- and very-low-income affordable units. As most units in the apartment are currently occupied, market-rate units can only be converted to BMR units once the units become vacant or available. The affordable unit sizes and bedroom counts will be identified and approved by the Office Housing Department as meeting the intent of the Affordable Housing Ordinance (AHO) prior to Building Permit Issuance. This has been added as Condition of Approval No. 25 within the attached Resolution. The development will need to have converted 22 existing apartment units to BMR units by first occupancy and half of the units being converted prior to June 30, 2027. Prior to occupancy, the applicant must execute an agreement with the City imposing appropriate ownership controls on the affordable units as required by the AHO. Since the market-rate units to be converted to BMR units have already been constructed and are existing, the appearance, materials, and finished quality of BMR units will be the same as those of the remaining market-rate units.

3. *Prior to final building inspection and occupancy for a project containing affordable units, the applicant shall execute and record at the Santa Clara County Recorder's Office the City's Agreement Imposing Restrictions on Real Property, which Agreement shall explain the affordability requirements. The agreement shall be approved by the Milpitas City Attorney prior to recordation;*

   The Project has been conditioned to provide an agreement to the City of Milpitas explaining the affordability requirements, processes and procedures, to the satisfaction of the Milpitas City Manager prior to the release of final Certificate of Occupancy.

4. *Retaining Affordability. A developer shall agree to, and the City shall insure continued affordability of, all lower- or very low-income density bonus units for thirty (30) years or a longer period of time, if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program.*

   Prior to final building inspection and occupancy for the Project containing affordable units, the applicant shall execute and record at the Santa Clara County Recorder's Office the City's Agreement Imposing Restrictions on Real Property, which Agreement shall explain the affordability requirements, including continue affordability for low- and very low-income households. The agreement shall be approved by the Milpitas City Manager prior to recordation.

5. *Affordable Rents. Those units targeted for lower-income households, as defined in Section 50079.5 of the Health and Safety Code shall be affordable at a rent that does not exceed thirty (30%) of sixty (60%) percent of the Santa Clara County median income. Those units targeted for very low-income households, as defined in Section 50105 of the Health and Safety Code, shall be affordable at a rent that does not exceed thirty (30%) of fifty (50%) percent of County median income.*

   Although the Project proposes for-sale townhomes dwelling units for sale, the applicant proposes to convert 22 existing market-rate apartment units from the adjacent mixed-used development to 18 low- and 4 very low-income units to meet the City's Affordable Housing Ordinance through an alternative means of compliance, which requires City Council approval. The Project will be subject to an affordable housing agreement, which must be approved by the City and executed prior to the release of final Certificate of Occupancy. The agreement will require the low- and very low-income units to be available at a rent that does not exceed the maximum limits established in Section 50079.5 of the Health and Safety Code. As apartment units in the Gideon development become vacant or available, the applicant will be required to deed restrict and rent those units in compliance with the affordable housing agreement and in a manner that meets the intent of the City's Affordable Housing Ordinance.

6. *Relation to Statute. Density bonus requirements not specified in these regulations shall be governed by the State Density Bonus Law, Government Code section 65915, et seq.*

   The applicant has identified and requested bonus concessions held within the State Density Bonus Law, and the Planning Department supports this request. As such, the applicant is requesting the following concessions: a decrease in required ground floor retail within the MXD2-Metro zoning district, and a decrease in the required Large Retail Storefront sidewalk, as stated within the Metro Plan. The MXD2-Metro zone requires that "ground floor retail and active uses" are required on 80% of frontages on any one blockface along Activity Streets as identified within the Metro Plan. The Metro Plan identifies three of the Project site's frontages as Activity Streets, along the west, south, and east frontages. Since the Project only proposes active uses along Market Street to the south, a concession is required for this standard. The Metro Plan also identifies Activity Streets as having a 18-foot sidewalk. Due to the nature of the townhome development and the size of the lot, this requirement would be infeasible to the developer, so a concession is requested for this as well.

**SECTION 6: Tentative Map Findings**

*1. The tentative subdivision map is consistent with the General Plan.*

The Vesting Tentative Map is necessary for the proposed multi-family residential Project, which is consistent with the General Plan land use designation of Milpitas Metro Specific Plan (Metro Plan), which encourages high-density, mixed-use, transit-oriented development within the McCandless/Centre Pointe Sub-District. As shown in Table 3 of the staff report, the Project complies with General Plan policies LU 1-4, LU 2-1, LU 5-1, LU 5-3, CD 5-5, and CD 6-5. The Vesting Tentative Map is also necessary for the development of a currently vacant 5.49-acre parcel, thereby activating an underutilized site and contributing to the existing neighborhood fabric of the area and complete The Fields/District development and neighborhood. Therefore, the Vesting Tentative Map is consistent with the goals and policies of the General Plan.

Furthermore, the Project is consistent with the Milpitas General Plan as demonstrated and outlined in Table 3 above.

*2. None of the conditions identified in California Government Code Section 66474 existing, to wit:*

   *a. The proposed map is not consistent with applicable general and specific plans as specified in Government Code Section 65451.*

   The proposed Project includes 109 townhome units, equaling a residential density of approximately 20 dwelling units per acre (du/ac), which does not meet the allowed minimum density of 40 du/ac in the MXD2-Metro zoning district. However, previous approvals established the use of density

averaging across The Fields/District development, allowing flexibility in the distribution of units among the various lots. Furthermore, the proposed Development Agreement would preserve the minimum residential density of 31 du/ac previously allowed for the subject property under the Transit Area Specific Plan (TASP). Therefore, with density averaging across The Fields/District development, the Project would meet the TASP minimum density of 31 units per acre average.

*b. The design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.*

The design and improvements of the Vesting Tentative Map are consistent with the General Plan in that it would allow for multifamily residential development with associated public improvements, which are consistent with the applicable General Plan goals and policies as described in Tentative Map Finding 1. The Project is also consistent with the policies associated with the Milpitas Metro Specific Plan (Metro Plan), as identified in Tables 4 and 5, except for the commercial component along Activity Streets, which is allowed per State Density Bonus Law. The Project site is located within the McCandless District of the Metro Plan, which is characterized by high-density mixed-use development along larger, busier streets in the northern area and lower density townhouse development in the central area of the District. The Vesting Tentative Map would allow for development that is compatible with and would complete the surrounding neighborhood consistent with the Metro Plan's vision for the McCandless District.

*c. The site is not physically suitable for the type of development.*

The Project site is surrounded by property designated for mixed-use development under the City's General Plan and zoned for this type of development under the Metro Plan and MXD2-Metro zones. The proposed Project is also known as Lot 3 within the larger The Fields/ District development, which is nearly built-out and already developed with 762 residential units and over 71,000 square feet of commercial/retail space. The proposed Project will add 119 dwelling units with the included ADUs and will complete The Fields/District development. In addition, the site is suitable for the proposed townhome development based on the location and physical attributes of the site. The site is located in an urban context suitable for multifamily development and is approximately 5.49 acres in size, which is sufficient to accommodate the development. The Vesting Tentative Map includes the necessary infrastructure improvements to adequately serve the site from a transportation and utilities perspective.

*d. That the site is not physically suitable for the proposed density of development.*

The Project site is suitable for the proposed medium density townhome development based on the location and physical attributes of the site. The site is located in an urban context suitable for medium density multifamily development and is approximately 5.49 acres in size, which is sufficient to accommodate the proposed density of development. The Vesting Tentative Map includes the necessary infrastructure improvements to adequately serve a multifamily residential development at the proposed density.

*e. The design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

The Project, including the subdivision and its associated improvements, is located within a heavily urbanized area and is surrounded by a mixture of commercial and mixed-use development. Therefore, it will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

*f. The design of the subdivision and its associated improvements, has been designed in a manner that will not cause serious public health problems.*

The Project, including the subdivision and its associated improvements, has been designed in a manner that will not cause serious public health problems. The Project has been reviewed by the Building, Housing Fire, Land Development, Traffic, Public Works, and Solid Waste Departments. The Vesting Tentative Map includes various public improvements in the public rights-of-way

related to transportation and utilities to ensure the Project will be adequately serviced and thereby preserve public health and wellness. Public improvements include utility services such as water, wastewater, storm drain, gas, electrical, and telecommunications. Pavement restoration along the project frontage on McCandless Drive, Center Pointe Drive, and Great Mall Parkway per City Standards will be required as part of the Project. Project frontage along Great Mall Parkway will have a new 10-foot sidewalk and 11 feet of landscaping. Project frontage along McCandless will maintain the existing 8-foot sidewalk and provide between 10 and 16 feet of landscaping. Project frontage along Market Street will have a new 8-foot sidewalk and 12 feet of landscaping. Lastly, frontage along Centre Pointe will have a new 8-foot sidewalk and approximately 12 feet of landscaping.

g. *The design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.*

Upon review of the subdivision map, it has been determined that the design of the subdivision or the type of improvements will not conflict with any easements acquired by the public at large, for access through or use of, property within the proposed subdivision. Existing easements include public service utility easements throughout the perimeter of the site as well as a 20-foot PG&E easement that cuts through the middle of the site. All utility easements will be located within or near public rights-of-way and the 20-foot PG&E easement will be quitclaimed or removed as part of this development. Therefore, the proposed subdivision and relevant improvements will not conflict with easements or access to the property.

**SECTION 7: Development Agreement Findings (MMC Section XIII-D.14.050)**

The proposed Project is considered to be eligible for a Development Agreement per City Council Resolution No. 6642 Sections 2.3(a) and 2.3(c), regarding acreage and general welfare of the community. Although the Project site is under 10 acres, it is part of a larger development (The District), which encompasses multiple lots totaling over 20 acres. Furthermore, the public health, safety and general welfare of the citizens of City will best be served by accepting an Application for consideration by the Planning Commission and City Council. The Development Agreement will facilitate the final step in a large development that has taken many years to complete and activate an otherwise vacant lot that has remained underutilized during that time. The Project will establish affordable housing close to public transportation and other infrastructure and amenities that will particularly benefit lower income households. The Project is in a highly urbanized and developed area where the construction of such affordable housing may not otherwise be forthcoming.

1. *The Development Agreement is consistent with the goals, policies, general plan land uses, and programs specified in the General Plan;*

The proposed Development Agreement (DA) would further the General Plan goals and policies by allowing for the proposed Project with additional construction and improvements only allowable through the benefit of this DA. The Project would provide a mix of townhomes, accessory dwelling units, and live-work units in proximity to the Milpitas Transit Center, which is consistent with the General Plan's vision for the Metro Specific Plan area. Furthermore, as part of DA and as a public benefit, the Project would provide low- and very-income level units beyond what is required by the Affordable Housing Ordinance, which will help the City achieve its affordable housing goals in its Housing Element. Lastly, the DA also includes a voluntary $400,000 contribution to the City as a community benefit, which can be used to fund City services and public improvements identified in the General Plan.

2. *The Development Agreement is consistent with any Specific Plan, if applicable;*

The proposed Project is located within the Milpitas Metro Specific Plan (Metro Plan, formerly TASP). The Metro Plan envisions the McCandless Subdistrict with high-density mixed-use development along larger streets and lower-density townhouse developments. The proposed DA would allow for the proposed Project, which includes a mix of housing types (townhomes, ADUs, and live-work units) that are aligned with the Metro Plan's vision for this subdistrict. The live-work units would also contribute to the

pedestrian-oriented, vibrant atmosphere envisioned along Market Street. Lastly, the DA includes a public benefit of four low- and one very low-income units, which would provide lower-income affordable housing near public transit, which is another goal of the Metro Plan.

3. *The Development Agreement and accompanying development maps, plans, and other supporting information are compatible with the uses authorized in, and the performance and development standards prescribed for, the zone in which the subject parcel or site is located;*

   The DA would allow for the Project site to be developed with multifamily residential development, which is permitted by-right in and consistent with the intent of the MXD2-Metro zoning district. The purpose of the MXD2-Metro zoning district is to create and enhance areas with a mix of retail, restaurant, entertainment, and commercial service uses on the ground floor and residential or office uses on upper stories, while maintaining a pedestrian-oriented streetscape. Although the Project does not comply with the density and active commercial requirement of the MXD2-Metro zone, the DA would preserve the previously applicable minimum density in the TASP (30 du/ac), which the Project complies with once density averaging is applied throughout The Fields/District development. A waiver through the Density Bonus Permit would also reduce the commercial requirement for the Project, which is being met through the live-work units. Therefore, the proposed DA and accompanying development are compatible with the uses allowed in the applicable zoning district.

4. *The Development Agreement is in conformity with and will promote public convenience, general welfare, and good land use and development practices*

   The proposed DA promotes public convenience and general welfare by providing affordable housing (four low- and one very low-income units) within walking distance of the Milpitas BART station and VTA light rail. These deed-restricted affordable units will not only provide rental savings over 55 years to the Milpitas community but also provide housing options near public transit for disadvantaged persons who are often dependent on public transit. Furthermore, the DA would allow for the proposed Project, which includes ADUs and live-work units. ADUs provide yet another affordable option for prospective tenants and allows homeowners to collect rental income by renting out their ADUs to tenants. Meanwhile, live-work units provide much-needed housing for artists, artisans, and small business owners and entrepreneurs in a convenient location.

5. *The Development Agreement shall be shown to be of greater benefit to the community than development absent the Development Agreement*

   The proposed Development Agreement would provide a one-time voluntary $400,000 contribution and the conversion of 4 low-income and 1 very low-income apartment units within the adjacent Gideon development as a community benefit to offset the loss of market-rate units, which would result from preserving the lower minimum residential density previously allowed for the subject property under the TASP (30 du/ac) rather than applying the minimum density in the Metro Specific Plan (40 du/ac). While allowing a lower density Project through a DA would result in fewer units on the subject property, the Project would provide affordable units at a lower income level than would otherwise be provided, which provides a significant public benefit to the Milpitas community through rental savings for future tenants.

6. *The term or duration of the Development Agreement has a commensurate relationship to the benefit(s) provided;*

   The proposed DA has an initial term of three (3) years. Commencement of construction within 3 years from the Effective Date would vest the DA. "Commencement" would include the property owner/ applicant having been issued a building, demolition, and/or grading permit. Two 2-year extensions may be granted by the City provided that the property owner/ applicant is not in default of its obligations under the DA. The term of the DA is commensurate to the benefit provided in that the term is sufficient to allow for construction of the Project and implementation of the proposed public benefit.

7. *The Development Agreement contains the mandatory provisions specified in California Government Code Section 65865.2 and any other terms required by Council;*

Government Code Section 65865.2 requires that a Development Agreement include the duration of the agreement, the permitted uses of the property, the density, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. The proposed DA meets this requirement by including all of the aforementioned provisions.

8. *The Development Agreement complies with all other applicable requirements of California Government Code Section 65864 et seq;*

   The Planning Commission is scheduled for public hearing on May 6, 2026 and the City Council is scheduled to consider the Development Agreement and Project for approval on May 19, 2026.

**SECTION 8: No Net Loss Findings (Gov. Code, §§ 65863 and 66300)**

The Project, as conditioned and approved, does not result in changing the general plan land use designation, specific plan land use designation, or zoning of a parcel or parcels of property to a less intensive use or reduce the intensity of land use within an existing general plan land use designation, specific plan land use designation, or zoning district below what was allowed under the land use designation or zoning ordinances of the City in effect as of January 1, 2018, and is therefore approved in conformity with California Government Code Section 66300.

In conformity with California Government Code Section 65863, any reduction caused by the approval of this Project in the number of units anticipated for construction in the Housing Element Sites Inventory contained in the Housing Element of the General Plan is found to be consistent with the General Plan, together with the Housing Element, including because the Project would continue to contribute meaningfully to the development of housing at levels greater than or equal to the applicable residential density for the property at the time of the General Plan's adoption and moreover would allow and incentivize the development of a greater number of affordable units closer to transportation and other community resources than was otherwise anticipated in the Housing Element Sites Inventory. The Project's residential density is consistent with the Housing Element, and the remaining sites identified in the Housing Element remain unchanged and are adequate to meet the requirements of Government Code Section 65583.2 and to accommodate the City's share of the regional housing need pursuant to Section 65584. This finding demonstrates that the Project is not subject to Government Code Section 65583.2 and will still ensure that the City can accommodate the remaining share of the regional housing need pursuant to Section 65584.

**SECTION 9: Affordable Housing Ordinance Exception**

The City Council may allow an exception to the requirement to construct on-site affordable units for a residential ownership project when the applicant contributes to the City's affordable housing needs through one of the alternatives set forth in MMC Sections XII-1-4.00-XII-1-4.02. Pursuant to MMC XII-1-4.03, the City Council, at its discretion, may also approve other alternative methods of compliance with the AHO. The City Council may therefore approve the Applicant's request to develop the affordable units proposed through conversion of rental units at the Gideon property by adopting the following findings:

1. *Such alternative method meets the purpose of the AHO; and*

   The stated purpose of the AHO is to (a) enhance the public welfare and assure that further housing development contributes to the attainment of the City's housing goals by increasing the production of residential units affordable by households of very low, low and moderate income and (b) assure that the limited remaining developable land in the City's planning area is utilized in a manner consistent with the City's housing policies and needs. (MMC § XII-1-1.00.) The Project will establish affordable housing close to public transportation and other infrastructure and amenities that will particularly benefit lower income households. The Project will provide that affordable housing at lower income categories than would otherwise be provided by the on-site build requirement of the AHO and provide low- and very low-income housing that many other developers have been unwilling or unable to provide. The Project is in a highly urbanized and developed area where the construction of such affordable housing may not otherwise be forthcoming.

2. *The development as proposed with the exception as provided pursuant to this Section would further the City's low and/or moderate-income housing goals as contained in the Housing Element; and*

   The Project as proposed would also further the City's low and/or moderate income housing goals as contained in the Housing Element, which includes policies that prioritize the development of low- and very low-income levels. Additionally, the Housing Element Sites Inventory anticipated 357 market-rate units on this site based on the previous entitlement. While the Project would result in 238 fewer market-rate units than anticipated, it would provide 22 low-/very low-income units, which were not anticipated in the Sites Inventory for this site. Historically, the City has exceeded its Regional Housing Needs Allocation (RHNA) for market-rate but struggled to meet its RHNA for the low- and very low-income levels.

   Furthermore, while the Project would provide smaller apartment instead of townhouse BMR units, these units would be at the low-/very low-income levels, providing greater rental savings for the Milpitas community relative to that of moderate-income units. The applicant has also demonstrated how the 18 low-/very-low apartments units are equivalent to or exceed the construction cost or value of 17.35 moderate townhomes. See the attached Affordable Housing Equivalency Analysis for more information.

3. *The development with the exception either (i) will result in at least two of the following:*

   a) *The development of a larger number of deed-restricted affordable units than would be created under the on-site requirement;*
   b) *The development of a larger number of deed-restricted affordable bedrooms than would be created under the on-site requirement;*
   c) *The development of a larger amount of deed restricted affordable living area than would be created under the on-site requirement;*
   d) *The development of deed-restricted affordable units at a lower average income target as compared to the affordable units that would be created under the on-site requirement;*

*or (ii) will provide other community benefits that exceed the benefit of constructing on-site affordable units.*

Pursuant to MMC Section XII-1-3.00, the applicant must reserve 15% of the total number of dwelling units within the development as affordable units. The City's AHO also states that if the project is a residential rental project, 100% of the required affordable units must be reserved for very low or low-income households. If the project is a residential ownership project, 100% of the affordable units must be reserved for very low, low, or moderate-low-income households. As the project proposes for-sale townhomes, all affordable units are required to be at the moderate-income level or lower. Applying the 15% requirement to the 109 market-rate townhomes yields an affordable housing obligation of approximately 16.35 moderate-income townhomes. Per the AHO, a fractional unit equal to 0.5 or greater is rounded up, resulting in a requirement of 17 on-site affordable units. However, in-lieu fees may be paid for requirements to construct fractional units of less than 0.5 units as outlined in MMC Section XII-1-3.00.

The Project proposes to provide a larger number of deed-restricted affordable units (Finding 3.a) and some of those units at a lower income level (Finding 3.d) than would be created under the on-site requirement. Of the 22 BMR rental units, 18 would be at the low-income level and 4 would be at the very low-income level. Of the 18 low-income units, 15 are proposed as part of this alternative means of compliance with the AHO, and of the 4 very low-income units, 3 are proposed as part of this alternative means of compliance with the AHO. As such, the Project proposes an alternative means of compliance consisting of 18 instead of 17 BMR units, 3 of which would be at the very low- instead of low-income level. The Project proposes to reserve the remaining BMR units (3 low- and 1 very low-income) as a public benefit as part of the proposed Development Agreement. The Development therefore provides a larger number of deed-restricted affordable units at a lower income target than would otherwise be created under the on-site requirement.

**SECTION 10: City Council Decision and Approval.**

The City Council of the City of Milpitas hereby approves Site Development Permit Amendment P-SA25-0002, Vesting Tentative Map P-TM26-0001, Conditional Use Permit Amendment P-UA25-0003, Density Bonus Permit P-DB26-0001, and Development Agreement DA26-0001, based on the above findings and subject to the Conditions of Approval attached hereto as **Exhibit "1"** and incorporated herein.

PASSED AND ADOPTED this 19th day of May, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

_____
Christian M Curtis, City Attorney

**EXHIBIT 1**

**SITE DEVELOPMENT PERMIT AMENDMENT SA25-0002, VESTING TENTATIVE MAP P-TM26-0001, CONDITIONAL USE PERMIT AMENDMENT P-UA25-0003, DENSITY BONUS PERMIT P-DB26-0001, AND DEVELOPMENT AGREEMENT (DA26-0001)**
**1320 McCandless Drive (APNs 086-33-112, -113, and -114)**

The City of Milpitas Planning Commission and City Council approve Site Development Permit Amendment P-SA25-0002, Vesting Tentative Map P-TM26-0001, Conditional Use Permit Amendment P-UA25-0003, Density Bonus Permit P-DB26-0001, and Development Agreement DA26-0001, in accordance with Section XIII-Part D of the Milpitas Municipal Code, subject to and conditioned upon all applicable State and local laws and regulations and the Conditions of Approval outlined below. This Permit is to allow the development of 109 townhome residential units and 10 Accessory Dwelling Units ("Project") on a vacant 5.49-acre site within the Metro Specific Plan at 1320 McCandless Drive (APN: 086-33-112, -113, and -114), subject to all necessary reviews, approvals, studies, and inspections for the issuance of building permits and other required entitlements and approvals.

**APPROVED SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL:**

## General Conditions

1. General Compliance. The applicant and owner, including all successors in interest (collectively "Permittee") shall comply with each and every condition set forth in this Permit. Site Development Permit Amendment SA25-0002, Vesting Tentative Map (P-TM26-0001), Conditional Use Permit Amendment (P-UA25-0003), Density Bonus Permit (P-DB26-0001), and Development Agreement (DA26-0001) ("Permit") shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed and the Resolution of approval has been recorded by the Permittee with the Santa Clara County's Recorder Office. **(P)**

2. Modifications to project. Any deviation from the approved site plan, floor plans, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or designee. If the Planning Director or designee determines that the deviation is significant, the Permittee shall be required to apply for review and obtain approval of the Planning Commission, in accordance with the Zoning Ordinance. **(P)**

3. Effective Date. Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the decision-making body approved this Permit. **(P)**

4. Acceptance of Permit. Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
   a. Acceptance of this Permit by Permittee; and
   b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.

5. Permit Expiration. Pursuant to Section D.2.040.K of the Milpitas Comprehensive Zoning Update (CZU), this Permit shall become null and void if the development is not implemented within two (2) years, or for projects submitted with tentative maps, within the time limits of the tentative map. Pursuant to Section D.2.040.K.3 of the Comprehensive Zoning Update of the City of Milpitas, implementation is defined when: **(P)**
   a. A permit or approval shall not be deemed implemented until the applicant has obtained a grading permit and/or building permit and commenced construction, or where no grading or building permit is required, has commenced the allowed use on the subject site in compliance with the approval; or

b. Construction shall be diligently pursued towards completion. If after construction commencement, work is discontinued for a minimum period of two years, the permit or approval shall expire and be deemed void; or
c. If a project is phased, each phase shall be subject to a time limit during which construction must commence. Each subsequent phase shall have the same length of time allowed for the previous phase. The time limit for a subsequent phase shall begin when the previous phase commences construction, unless otherwise specified in the permit of approval.
d. "Commence construction" shall mean any of the following, whichever occurs soonest:
    i. Completes a foundation associated with the project;
    ii. Dedicates any land or easement as required from the approval; or
    iii. Complies with all legal requirements necessary to commence the use or obtains a Certificate of Occupancy permit.

This permit shall become null and void if the work is added to, modified, or otherwise deviated from in any significant way from the approved site plan, building plan, floor plans, or other approved submittals as determined by the Planning Director or designee.

6. Notice. Pursuant to California Government Code Section 66020, any protest filed in court relating to the imposition of fees, dedication, reservations, or other exactions to be imposed on the development project shall be filed within ninety (90) days after the date of the adoption of this Resolution. This provision serves as notice from the local agency to the Permittee that the ninety (90) day period in which the applicant may file a protest has begun under California Government Code Section 66020(d)(1). **(P)**

7. Cost and Approval. Permittee shall fully complete and satisfy each and every condition set forth in this Resolution and any other condition applicable to the project to the sole satisfaction of the City. Additionally, Permittee shall be solely responsible and liable for the cost to satisfy each and every condition. Permittee shall pay all required fees and charges to City at the rate in effect at time of building permit issuance, or, the rate in effect when the fees and charges are due and paid in full to City. There is no vesting of any fees or charges with the adoption of this Resolution. **(P)**

8. Conditions. Each and every condition set forth in this Exhibit shall apply to the project and continue to apply to the project so long as the Permittee is operating the project under the permits and approvals in this Resolution. **(P)**

9. Compliance with Laws. The construction, use, and all related activity authorized under this Permit shall comply with all applicable local, state, and federal laws, rules, regulations, guidelines, requirements, and policies. **(CA/P)**

10. Previous Approvals. Permittee shall abide and continue to comply with all previous City approvals, permits, or requirements relating to the subject property, unless explicitly superseded or revised by this Permit. **(P)**

11. Indemnification. To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees, and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to (i) City's approval of the project, including but not limited to, the approval of the discretionary permits, maps under the Subdivision Map Act, and/or the City's related determinations or actions under the California Environmental Quality Act, and (ii) Permittee's construction, operation, use, or related activity under this Permit. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding. Permittee shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing the indemnification provisions set forth in

this condition. Permittee shall pay to the City upon demand or, as applicable, to counsel of City's choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition. **(CA)**

12. Revocation, Suspension, Modification. This Permit may be suspended, revoked, or modified in accordance with Section D.18.070 of the Milpitas Zoning Code. **(P)**

13. Severability. If any term, provision, or condition of this Permit is held to be illegal or unenforceable by the Court, such term, provision, or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding, and fully enforceable.

14. Conformance. Permittee shall develop the approved Project in conformance with the plans approved by the Planning Commission, and in accordance with these Conditions of Approval. Any deviation from the approved site plan, elevations, materials, colors, landscape plan, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, Permittee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**

15. Response to Conditions of Approval. Permittee shall provide a written response to comments upon submittal for building permit application. The responses should clearly indicate how each condition of approval has been addressed in the plans and shall note the appropriate plan sheet. **(P)**

16. Prior to the issuance of a building permit, the owner or designee shall include within the first four pages of the working drawings for a plan check, a list of all conditions of approval imposed by the final approval of the project. **(P)**

**Planning Department Special Conditions**

17. The City's Objective Design Standards (ODS) require that all ground floor residential units have an entry with direct access to the sidewalk, path, or open space. Ground floor residential facades must have a minimum 30% transparent glazing between 4 and 7.5 feet in height above finished floor, with transparent glazing that is maximum 50% reflective and with visible light transmittance greater than 80%. For the nine live/work units proposed along Market Street, the facades are required to have a minimum 50% transparent glazing between 3 and 7.5 feet in height above finished floor. (**P**)

18. The commercial component as designated on the floor plan for the nine live/work units shall remain commercial and cannot be converted to residential or other use. Prior to the issuance of vertical building permits, the owner or designee shall record in the Santa Clara County Recorder's Office a deed restriction between the City and the owner requiring the ground floor of all nine live/work units proposed along Market Street to be used as accessory "work" (i.e., commercial) space consistent with applicable laws, including zoning, in a form acceptable to the Planning Director and City Attorney. (**P**)

19. The City's ODS require that private entries into ground floor residential units shall be designed to provide human-scaled detailing, enhanced pedestrian experience, transition between public and private space, spaces for residents to gather and spend time outdoors, and resident privacy. The Project proposes Terrace entrances for all residential units, which are limited to 30 inches above the grade of the back of the adjacent sidewalk or accessway. Terrace entrances are also required to have a minimum path width of 42 inches and fences or walls have a maximum of 42 inches in height and have a minimum transparency of 40%. (**P**)

20. Prior to the issuance of a building permit, the owner or designee shall provide updated project plans clearly indicating the location and design of thirty-five (35) short-term bicycle spaces, as required per MMC Section XIII-C.6.100 (Bicycle Parking), acceptable to the Planning Director.

21. The Project shall demonstrate compliance with the Metro Specific Plan Subsequent EIR mitigation monitoring program.

**Housing Department Conditions**

The developer is requesting an exemption to XII-1-3.03 – Concurrent construction of affordable units of the AHO.

22. Affordable Housing Requirement: Permittee shall comply with the City's Affordable Housing Ordinance, as set forth in Milpitas Municipal Code Section XI-1-3.00. The City Council has granted the following deviation from the City's AHO **(H)**:

    a. Permittee shall reserve 22 apartment units in the Gideon apartment complex for either low or very low-income households consisting of
        i. 18 low-income units
        ii. 4 very low-income units
    b. The location, bedroom mix, and dispersion of the proposed units in the Gideon property must be submitted to and approved by the Housing Department for compliance with the AHO.

23. In-Lieu Fee: As outlined in XII-1-3.00 - 15 Percent Affordability Requirement of the AHO, if the 15 percent calculation results in a fractional unit that is less than 0.5 (i.e., less than half a unit), the developer may pay an in-lieu fee for that fractional unit.

24. XII-1-3.02 - Conditions of approval and XII-1-3.04 - Design and distribution of affordable units: The developer is required to provide the information outlined in these 2 sections, subject to approval by the Housing Department for compliance with the AHO. The information will be based on the apartment units to ensure the bedroom mix of the affordable units should be proportionate to the bedroom mix of market rate units in addition to other required similarities.

25. XII-1-6.00 Agreements: Prior to final building inspection and occupancy for a project containing affordable units, the applicant shall execute and record at the Santa Clara County Recorder's Office the City's Agreement Imposing Restrictions on Real Property, which Agreement shall explain and establish the affordability requirements for the affordable units for a period of not less than 55 years. The agreement shall be approved by the Milpitas City Attorney prior to recordation. **(H)**

26. Applicant shall clearly identify all affordable unit sizes and bedroom counts and submit to the Office of Housing for approval for meeting the intent of the Affordable Housing Ordinance (AHO) prior to Building Permit Issuance.

**Building Department Conditions**

27. Applicant shall provide revised Sheets A3.01 and A4.01 to accurately show exit travel distance prior to Building permit issuance.

28. Sheet A6.01 to A6.09: Exterior Wall Opening Calculations

    a. The site plans shall clearly identify the building types which correspond to the exterior wall opening calculations elevations. The exterior wall opening calculations for each building type provided shall be based on the most restrictive (least FSD) buildings shown on site plans and shall clearly identify which building no. on the building elevations where the calculation are provided corresponding to the FSD for that building.
    b. The exterior elevations shall specify the story height and length of the wall segments and opening dimensions for calculations of the wall and opening area.

c. Applicant to verify the FSD specified on the calculations match the plans, e.g. Sheet A6.05 Right Elevation indicates Level 2 and 3 with FSD 15'-20', while Level 1 and 4 has FSD 10'-15'

29. Minimum 25% of guest parking spaces to be provided with Level 2 EV chargers per 2025 CalGreen Sec. 4.106.4.2.2(2).

**Fire Department**

30. The plans approved by the Planning Department process are not building plans and have not been reviewed nor approved for conformance to the California Building Code (CBC), California Fire Code (CFC) and the Milpitas Municipal Code (MMC). Do not consider this set of plans as final building plans approved by the Fire Department. Building plans ***must*** be submitted for review and approval before construction is to commence. The following notes are a general list of the applicable code requirements (2022) and are provided to assist with the building permit process. Please note that these are not all inclusive. All applicable Building, Fire and Municipal Code requirements must be met in advance of any building permit approvals or related construction. The notes listed below will apply to ALL building and site, unless specifically identify for one particular building or area. **(F)**

31. Technical Assistance: To determine the acceptability of technologies, processes, products, facilities, materials, and uses attending the design, operation or use of a building or premises subject to inspection by the Fire Code Official, the Fire Code Official is authorized to require the owner or agent to provide, without charge to the jurisdiction, a technical opinion(s), plan review(s) and/or report(s). CFC Section 104.8.2

32. Electronic Documents. The fire code official may require electronic base documents for all construction documents and operational permits. The fire code official shall designate the software base format for the electronic documents. CFC Section 106.1.1, added by MMC Section V-300-2.28

33. Fire Department Access. Fire Department apparatus and staff access shall be provided to all buildings and site. Detailed review will be done during construction permit process. The plans submitted appear to be in general conformance with the requirements. Final design shall meet the requirements listed below. CFC Section 503:

    a. Minimum Number of Fire Apparatus Access Points: A minimum of two independent and approved (approved by the Fire Code Official) means of fire apparatus access shall be provided for the site. Buildings or facilities exceeding 30 feet (9144mm), or three stories in height, or 50,000 square feet (5,760 meters squared) shall be provided with at least two means of fire apparatus access for each structure. CFC, Section D104.1, adopted and amended by MMC V-300-2.170

    b. Fire Apparatus Clearance: Fire apparatus access roads shall provide a minimum clear width of 26 feet. This requirement is for the use and function of a fire ladder apparatus. CFC, Appendix D, Sections D103.1 and D105.2, adopted and amended by Milpitas Municipal Code. MMC V-300-2.169 and 2.172

    c. Fire Apparatus Proximity to the Building: One or more of the required access routes meeting this condition shall be located not less than 15 feet and not greater than 30 feet from the building and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial apparatus access road is positioned shall be approved by the fire code official.

       Allowed 30 feet between buildings on the upper floors and minimum 35 feet at the first floor as demonstrated in the plans that an aerial apparatus can maneuver in the space.

       **Street A and G being the aerial apparatus fire access road for the three-story buildings with access to the gable roofs that exceeds the 30 feet height, is acceptable being 26 feet wide. The proximity to the building is not fully compliant as the side of Street A are less than the minimum 15 feet (Buildings 12, 13, 14, 15, 16 & 17). While Street G side of the 3-story buildings are more than the maximum 30 feet (Buildings 12 & 15).**

**The Developer's current design does not fully comply and needs correction on building permit process**

d. Fire Apparatus Access Road(s) Required: For multi-family residential projects having more than 50 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads. Section D106.1 of the CFC, adopted and amended by MMC V-300-2.173

e. Timing of Installation and Serviceability of Fire Protection Elements: When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction. Combustible construction shall not begin until water mains and hydrants are operational and fire apparatus access roads are installed (paved). CFC Section 501.4

f. Fire Apparatus Access: Fire apparatus access shall extend to within 150 feet of all portions of exterior walls of the building/structure per the California Fire Code Section 503.1.1. When there is a dead-end condition, means for fire apparatus turn-around shall be provided.

g. Turning Radius: Fire apparatus access roads shall meet the Milpitas Fire Department turning radii guidelines and shall provide continuous apparatus travel. Turning radii for fire apparatus access roads shall be a minimum net clearance of 48 feet 6 inches for the outside radius and 28 feet 0 inches for the inside radius. The layout for the outside and the inside radius shall be from the same reference point (center). CFC Section 503.2.4

h. Adjacent Access Rights: No source of access from lands adjoining a property to be developed shall be considered fire apparatus access roads, unless there is obtained the irrevocable and unobstructed rights and recorded as an ingress/egress access easement with the Country of Santa Clara. CFC Section 503.7, added by MMC V-300-2.51

i. Fire Access Road Materials and Load Bearing Requirements: Fire access roads shall be paved (concrete and/or asphalt cement, or other concrete type pavement approved by the Fire Dept.). Fire apparatus access roads/lanes and emergency vehicle roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather capabilities. CFC Section 503.2.3

Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing up to 75,000 pounds

j. Emergency Vehicle Access (EVA): EVA roads, when required, shall meet the fire department site access requirements. CFC Section 503

**Entry to EVA shall be gates (swing type) for easy access.**

k. Obstruction of Fire Access: Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Sections 500.2.1 and 503.2.2 shall be maintained at all times. Ground structures (including landscape) and building projections shall not encroach or impede the fire apparatus access requirements. CFC Section 503.4

l. Marking of Fire Access Roads. The required access road shall be designated and clearly marked as a fire lane. The designated fire lane shall be identified as set forth in Section 22500.1 of the Vehicle Code. The designation shall be indicated (1) by a sign posted immediately adjacent to, and visible from, the designated place clearly stating in letters not less than one inch in height that the place is a fire lane, (2) by outlining or painting the place in red and, in contrasting color, marking the place with the words "FIRE LANE", which are clearly visible from a vehicle, or (3) by a red curb or red paint on the edge of the roadway upon which is clearly marked the words "FIRE LANE". CFC Section 503.3. Minimum marking shall be pole signage and red curb with "FIRE LANE" stencil. Signage and red curbs shall be done throughout and as needed to clearly identify the no parking zones.

m. Site Design Changes: The Fire Department reserves the right to request site design changes as needed to meet the requirements of the CFC, and/or make the request for additional fire protection measures in

conformance with the CFC.

34. Fire Protection Water Supply (Hydrants, On-site and/or Public): An approved water supply (hydrants on-site and/or public) capable of supplying the required fire flow for fire protection shall be provided upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. Water supply shall meet the Fire Code and the City of Milpitas Engineering Division water supply guidelines and the CFC Section 507, Appendix B and Appendix C, Milpitas Fire Code amendment. Note, the Civil drawings submitted under this Planning review are not approved for construction.
The note below applies only to the townhome condo development.
*Per City direction, all onsite water systems will be public – no "main" backflow and fire sprinkler laterals are needed. The location of the FDC/PIV for reach building has been shown on Sheet C8.2*

35. Water System Calculations: Private fire service mains and appurtenances shall be designed and installed in accordance with the City of Milpitas Engineering design guideline requirements and NFPA 24. Design calculations and all the necessary design information for the water system to meet the domestic and fire flow requirements as per the City of Milpitas Engineer Division water design requirements shall be provided as part of the construction permit process. CFC Section 507

    a. B105.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.1(2) and B105.2.

    Exceptions: [SFM] Group B, S-2 and U occupancies having a floor area not exceeding 1,000 square feet, primarily constructed of noncombustible exterior walls with wood or steel roof framing, having a Class A roof assembly, with uses limited to the following or similar uses:
    1. California State Parks buildings of an accessory nature (restrooms)
    2. Safety roadside rest areas (SSRA), public restrooms
    3. Truck inspection facilities (TIF), CHP office space and vehicle inspection bays
    4. Sand/salt storage buildings, storage of sand and salt

    The maximum fire flow reduction for all commercial buildings greater than 30,000 square feet and residential podium buildings shall not exceed 25 percent of the fire flow specified in Table B105.1(2). The maximum fire flow reduction for all other buildings shall not exceed 50 percent of the fire flow specified in Table B105.1(2).

    b. Fire Hydrant Location: The location and quantity of hydrants will be evaluated during the construction permit process. CFC Section 507.5

    Hydrants shown on sheets TM-10 are not adequate and additional hydrants will be required based on the total building area and the type of construction.

    c. Hydrant for Automatic Fire Sprinkler/Standpipe Systems: Buildings equipped with an automatic fire sprinkler system and/or a standpipe system installed in accordance with Section 903 and or 905 shall have a fire hydrant within 50 feet of the fire department connections. CFC Section 507.5.1.1, amended by MMC Section V-300-2.56

    **Additional hydrants will be required as buildings 2, 4, 5, 12, 15 and 16 distance to hydrant exceeds the minimum 50 feet requirement shown on Sheet TM-10**.

    d. Private Hydrant Requirements: Private hydrants shall have the bottom 6 inches of the hydrant painted, with a weather resistive paint, white in color. CFC Section 507.5.7, added by MMC V-300-2.57

    e. No Parking in Front of Hydrants: No parking is permitted in front of fire hydrants. Hydrants located on streets (Public or Private Street) shall have an unobstructed clearance of not less than 30 feet per CA Vehicle Code 22514

36. Automatic Fire Sprinkler System for Structures:

a. Automatic Fire Sprinkler. The buildings shall be provided with an automatic fire sprinkler system in conformance with the NFPA 13 Standards. California Fire Code Section 903.

b. Sprinkler Valves: All valves controlling the water supply for the automatic sprinkler system shall be electrically supervised by a listed fire alarm control unit. CFC 903.4

c. Sprinkler Monitoring: Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station. CFC Section 903.4.1

d. Fire Riser Location. The fire sprinkler system riser shall not be located within electrical rooms or storage closets and shall be provided with clear access and working clearance. California Fire Code Section 903.3.5.3, added by MMC Section V-300-2.73

e. Sprinkler Design. Hydraulic design for the automatic fire sprinkler system shall provide a minimum of 20% safety margin. CFC Section 903.3.5.6, MMC V-300-2.76

f. Requirements for Fire Service Water Laterals for Building Sprinkler Systems: Each building shall have a fire service water laterals for the automatic fire sprinkler system and shall meet the California Fire Code requirements Chapter 9 and the NFPA applicable Standards. Note that the civil drawings provided are not reviewed nor approved for construction. CFC Section 912.1

g. FDC/PIV (fire department connection/post indicating valve) Location(s). The location of the fire department FDCs/PIVs shall be at a readily visible and accessible location off the fire access road and approved by the Fire Code Official. FDCs/PIVs shall not be located behind parking stalls, trees, landscape structures, nor behind any other obstruction. Final review for location for the FDC's/PIV's will be conducted during the construction permit process. CFC Section 912.2

   All FDCs and PIVs shall have fire department approved locking connection caps/locks. Knox key caps shall be provided. CFC Section 912.4.1

h. FDC/PIV Signage. A metal sign with raised letters at least 1 inch in size shall be mounted on all fire department connections. Signage shall be reflective, weather resistive and approved by the Fire Code Official. CFC Section 912.5

i. Backflow Protection. Potable water supply to the automatic sprinkler and/or the standpipe systems shall be protected against backflow as required by the Health and Safety Code section 13114.7 and the City of Milpitas Utilities Engineering Division. CFC Section 912.6

j. Water Drainage. All new installations of sprinkler systems shall preclude sprinkler test and system drain water from discharging into the storm drain; provisions to direct water to the sanitary sewer or landscape or other approved means shall be provided. Sprinkler system design shall include the proposed method for drainage of sprinkler system discharge. Storm Water Pollution Regulations

37. Fire Alarm System:

a. R-2 Occupancy: Fire alarm system and smoke alarm shall be installed in Group R-2 occupancies as required in Sections 907.2.9.1 and 907.2.9.2. CFC Section 907.2.9

b. Manual Fire Alarm System: A manual fire alarm system that activated the occupant notification system in accordance with Section 907.5 shall be installed in Group R-2 occupancies. CFC 907.2.9.1

c. Smoke Alarm, R-2 Occupancy: Listed single and multiple-station smoke alarms complying with UL217 shall be installed in accordance with Sections 907.2.11.1 through 907.2.11.7 and the NFPA 72. CFC Section 907.2.11

d. Fire Safety Functions: Automatic fire detectors utilized for the purpose of performing fire safety functions shall be connected to the building's fire alarm control unit where a fire alarm system is installed. CFC Section 907.3

e. Visual Alarm, R-2 Occupancy: In Group R-2 occupancies required by Section 907 to have a fire alarm system, all dwelling units and sleeping units shall be provide with the capability to support visible alarm

notification appliances in accordance with NFPA 72. Such capability shall accommodate wired or wireless equipment. See the Code section for options. CFC 907.5.2.3.3

f. Fire Alarm Zones: Fire alarm system(s) shall be zoned as per the requirements of the CFC Sections 907.6.4

g. Fire Alarm Panel: Fire alarm panel (or fire alarm annunciator panel) shall be located in a readily accessible location and shall be provided with the necessary access and working clearance as required by the CA Electrical Code. CFC Section 907.6.4.1.1

h. Fire Alarm Monitoring: Fire alarm monitoring (approved supervising station - UL, or FM approved). Fire alarm systems required by the Fire Code or by the California Building Code shall be monitored by an approved supervising station in accordance with the NFPA 72. CFC Section 907.6.6

38. Building/Structure Other Requirements:

a. Roof stairs. When there are roof planes with vertical difference of more than 24" there shall be stairs or ship ladders (60 degrees max., approved by the fire dept.) for access between the different roof planes. The Fire Code Official shall determine the location for the stairs. CFC Section 102.9

b. Buildings with Courtyards. Fire access shall be provided to enclosed courts for firefighting and rescue operations. Each court shall be designed to provide readily accessible method of bringing a fire department ground ladder (36' long) into the courtyard. Please anticipate and accommodate personnel carrying the ladder. CFC Section 102.9

Planning and architectural features may need to be relocated at the terrace access points between buildings.

c. Premises Identification: New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters and shall be consistent with Milpitas standardized addressing guidelines. CFC Section 505. The Fire Dept. may require the installation of address numbers at multiple building locations. CFC Section 102.9

Master building address shall also be provided with the units on fronting the main street and visible from all direction of the fire access roads.

d. Solar Electrical Panels. Solar photovoltaic systems shall meet and comply with the CFC Section 1205 requirements.

e. Address Illumination: All required addresses shall be illuminated. CFC Section 505.3, added by MMC V-300-2.55

f. Fire Department Emergency Key Box (aka: Knox Box, Knox Locks, Knox Electric Switches, etc.): The Fire Code Official is authorized to require a key box(es) to be installed in an approved location(s) if necessary for lifesaving or fire-fighting purposes. Quantity and location shall be as directed by the Fire Code Official. CFC Section 506. Locked mechanical closets, fire alarm closets, sprinkler riser closets, etc. will need a Fire Dept. approved lock or "Knox" key box

Knox box location shall be by the FACU closet.

g. Access Control Devices. When access control devices including bars, grates, gates, electric or magnetic locks or similar devices, which would inhibit rapid fire department emergency access to the building, are installed, such devices shall be approved by the fire code official. All access control devices shall be provided with an approved means for deactivation or unlocking by the fire department. Access control devices shall also comply with Chapter 10 Egress. CFC Section 504.6, added to the CFC by MMC Section V-300-2.54

Means to deactivate the locking system shall be located in the fire command room or other location as directed by the fire department.

In addition, all door lock control systems shall meet the requirements of the CFC Sections 1010.2.10, 1010.2.11 and 1010.2.12.

h. Fire Equipment ID signs. Fire protection equipment shall be identified in an approved manner. Rooms containing controls for air-conditioning, systems, sprinkler risers and valves, or other fire detection, suppression or control elements hall be identified for the use of the fire department. CA Fire Code Section 509

i. Portable Fire Extinguishers. Portable fire extinguishers shall be selected, installed and maintained in accordance with CFC Section 906

j. Fire Protection Service (CFC Section 901.6) All fire alarm systems, fire detection systems, automatic sprinkler or extinguishing systems, communication systems, and all other equipment, material or systems required by these regulations shall be maintained in an operable condition at all times in accordance with this code and California Code of Regulations, Title 19, Division 1. Upon disruption or diminishment of the fire protective qualities of such equipment, material or systems, immediate action shall be instituted to effect a reestablishment of such equipment, material or systems to their original normal and operational condition. California Code of Regulations, Title 19, Division 1, §1.14

39. Fire Safety: Fire safety during construction, alteration or demolition of the building shall meet the requirements of Chapter 33 of the California Fire Code and the Standards for Construction Site Fire Safety (un-024) by "unidocs" organization (http//:www.unidocs.org). A Construction Site Fire Safety plan shall be submitted to the Milpitas Fire Prevention Division for review and approval prior to the start of combustible construction. CFC Chapter 33

40. Landscape sheets: Proposed landscaping may be impacted by the comments above and the requirements for fire access, fire systems and devices (such as apparatus access, hydrants, fire service lines, fire department connections valves, etc.). The Fire Dept. reserves the right to relocate, delete or change the proposed landscaping when in conflict with fire systems and devices. CFC 507.5.4

41. Plan Submittal: Complete plans and specifications for all aspects of fire protection systems shall be submitted to the Fire Department for review and approval prior to system installation. CFC Section 901.2

**Building Department**

42. Compliance with Building Code of Regulations. The Project shall comply with the requirements of the Building Safety and Housing Department and the California Code of Regulations Title 24 and the Milpitas Municipal Code as adopted by the City. Building permits shall be submitted to and approved by the Building Safety and Housing Department prior to start of construction. All California Code of Regulations Title 24 and Milpitas Municipal Code requirements applicable at the time of building permit application must be met in advance of any building permit approvals or related construction. Changes to the site plan and/or building plan require review and approval by the Building Safety and Housing Department. **(B)**

43. Sheet A3.01 and A4.01: Exit travel distance

    a. Sheet A4.01: Plan 1 (4-story): The max exit travel distance shall be measured along the wall line and not at a diagonal path, which will exceed 125'.

    b. Sheet A4.01: Plan 2 (4-story): Based on the revised plan layout, the most remote point on Level 4 shall be measured from the lower right corner of the balcony.

    c. Sheet A4.01: Plan 3 (4-story): The max exit travel distance shall be measured along the wall line and not at a diagonal path, which will exceed 125'

    d. Sheet A4.01: Plan 4 (4-story): Based on the revised plan layout, the most remote point on Level 4 shall be measured from the lower right corner of the balcony. Note the max. travel distance will exceed 125'

44. Sheet A6.01 to A6.09: Exterior wall opening calculations

    a. The site plans shall clearly identify the building types which correspond to the exterior wall opening calculations elevations. The exterior wall opening calculations for each building type provided shall be based on the most restrictive (least FSD) buildings shown on site plans and shall clearly identify which building no. on the building elevations where the calculation are provided corresponding to the FSD for that building.

    b. The exterior elevations shall specify the story height and length of the wall segments and opening dimensions for calculations of the wall and opening area. Note that the story height at the top story shall be measured to the top of the ceiling joists. The wall area calculations for the top story seem to be including the area above the ceiling joist.

    c. Verify the FSD specified on the calculations match the plans, e.g. Sheet A6.05 Right Elevation indicates Level 2 and 3 with FSD 15'-20', while Level 1 and 4 has FSD 10'-15'. However, the building plans show Level 2 and 3 project beyond Level 1 and 4. Check all calculations and correct as required.

**Engineering Department**

**PRIOR TO CONSTRUCTION PLAN SUBMITTALS**

*The following conditions shall be met* ***prior to*** *any detailed construction plan check submittals (Building or Engineering, except demolition and rough grade plans), unless otherwise approved by the Director of Engineering/City Engineer. City reserves the right to reject any plan check submittal if any of the following conditions are not met.* ***(E)***

45. Modifications: The Site Development Plan dated April 15, 2026 is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.

46. Solid Waste and Recycling Handling Plan: Permittee shall submit final Solid Waste and Recycling Handling Plan based upon City's previous comments for City's review and approval by the Solid Waste Program. The Plan shall show calculations of waste generation volumes and how materials will be transferred from the waste generation areas to the trash enclosure/external collection point; demonstrate how recycling, food waste, and yard trimmings shall have a separately maintained process from garbage handling; address other requirements such as waste generation and compactor sizing, chute shut-off and property management responsibility for bin management and litter control; outreach and education to tenants/occupants, and procure sufficient service frequency based upon waste generation calculation volumes.

47. Stormwater Control Plan: Permittee shall submit City approved final Stormwater Control Plan (SWCP) that complies with the latest Municipal Regional Stormwater NPDES Permit, including Low Impact Development (LID) Section C3.c.i.(2)(b) measures for harvesting and reuse, infiltration, or evapo-transpiration, for City's review and approval by the Engineering Department.

48. Photometric Analysis: Permittee shall submit streetlight photometric analysis for City's review and approval by the Engineering Department along Great Mall Parkway, McCandless Drive, and Centre Pointe Drive that meet the Illuminating Engineering Society of North America (IESNA), RP8, for roadway and sidewalk lighting standards and City standard design guidelines.

49. Recycle Water Cross-Connection Specialist: In order to comply with the California Code of Regulations Title 17 and 22, and for timely plan approval by the California State Water Resources Control Board/Division of Drinking Water as well as by the South Bay Water Recycling, Permittee must hire a certified cross-connection specialist for their consultation as to irrigation water system design and construction phasing. The name and contact information of the certified cross-connection specialist shall be provided on all landscape submittal plans.

50. Submittal Requirements: Permittee to ensure that all plan check submittals are in accordance with City's submittal check list for each permit type, including but not limited to, payment of permit fees and/or fee deposit at the time of the submittal.

51. Project Job Account/Fee Deposit: Permittee shall open a new PJ account as a deposit to cover the costs for Engineering Department's services for review and inspection of the project. The amount shall be determined based on the approved City fee schedule at the time of application submittal.

52. Coordination with other Projects: Permittee shall coordinate designs with Summerhill Apartments Phase 2 and the proposed VTA Great Mall TOD Project in advance prior to any plan submittal.

**PRIOR TO FINAL MAP APPROVAL/ RECORDATION**

*The following conditions shall be addressed as part of the off-site improvement plan review and shall be met* ***prior to*** *any final approval/recordation (except demolition permit and rough grade permit), unless otherwise approved by the Director of Engineering/City Engineer.* ***(E)***

53. Dedication on the Final Map: Permittee shall dedicate necessary emergency vehicle access easements, public service utility easements, street easements, public access easement and other public easements deemed necessary for the project.

54. Abandonment/Quitclaim Easements: Permittee shall abandon/quit claim existing easements that are in conflict with or unnecessary for the project.

55. Easements on the Final Map: Permittee shall depict all existing easements to remain based upon current preliminary title report and depict new easements on the final map.

56. Concurrent Off-site Plan Reviews: Permittee shall submit separate off-site improvement plans for City's review and approval by the Engineering Department.

57. Street Name Approval: Permittee shall obtain approval from the City Council for all new street names based upon recommendation from the Planning Commission and City guidelines.

58. Utility Company Approval: Permittee shall obtain approval letters from utility companies (PG&E, AT&T, Comcast) for abandonment of existing and dedication of new public service utilities easements.

59. Covenant, Conditions & Restrictions (CC&Rs): Permittee shall provide CC&Rs for City's review and approval for perpetual maintenance of private roadways, private utilities, stormwater management facilities in accordance with a separately recorded Stormwater Management Facilities Operation and Maintenance Agreement, etc. There shall be provisions in the CC&Rs to retain a recycled water site supervisor with annual re-certification report to the City's Public Works Department.

60. Subdivision Improvement Agreement and Securities: Permittee shall execute a Subdivision Improvement Agreement and provide improvement securities in accordance with MMC Title XI, Section 17, and submit all other supplemental documents as stipulated in the Improvement Agreement (such as certificate of insurance).

61. Annexation to the Community Facilities District: Permittee shall submit an executed petition affirmatively consenting to annex the subject property to the Community Facilities District (CFD) 2008-1, and agree to pay the special taxes levied by the CFD 2008-1 for the purpose of maintaining the public services. The CFD annexation process shall be completed prior to final map approval. Permittee shall comply with all rules, regulations, policies and practices established by the State Law and/or by the City with respect to the CFD including, without limitation, requirements for notice and disclosure to future owners and/or residents. This condition of approval is nonseverable from the Permit and invalidation or limitation of this condition invalidates the Permit, condition 14 notwithstanding.

**PRIOR TO OFF-SITE PLAN APPROVAL/ENCROACHMENT PERMIT ISSUANCE**

*The following conditions shall be addressed during the building plan check process and shall be met* ***prior to*** *encroachment permit issuance, unless otherwise approved by the Director of Engineering/ City Engineer.* ***(E)***

62. Public Improvement Design Standards: All public improvements shall be designed and constructed in accordance with all applicable public improvement design standards, including but not limited to:
    a. Milpitas Design Guidelines: https://www.milpitas.gov/317/Land-Development-Procedures-Guidelines
    b. Standard details and specifications: https://www.milpitas.gov/333/Standard-Details-Specifications
    c. Milpitas Metro (Transit Area) Specific plan design guidelines: (http://www.ci.milpitas.ca.gov/_pdfs/engDesignGuidelines/en_dg_vi_transitAreaSpecific.pdf; and
    d. Americans with Disabilities Act (ADA) requirements, where applicable.

63. Sanitary Sewer Calculations: Permittee shall submit a completed "Sewer Needs Questionnaire" form and sanitary sewer calculations to justify lateral size design, allocation of discharge for each of the lateral, and impact to the existing main. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.

64. Storm Drain Design: Permittee shall submit storm drain hydrology and hydraulic calculations based upon a 10-year storm event to justify the size of the storm drain lateral flowing full, without surcharging the main line pipe, and to be reviewed and approved by the Engineering Department.

65. Domestic Water and Fire Service Calculations: Permittee shall submit potable water and fire service calculations to confirm adequacy of lateral size, pressure and flow, to be reviewed and approved by the Engineering Department and Fire Department. Hydraulic modeling analysis by the City and paid by the Permittee may be required as needed. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.

66. Specific Improvements: In addition to standard public improvements required under Milpitas Municipal Code (MMC) Title XI, Chapter 1, Section 7, Permittee shall install other specific improvements listed below including incidental improvements as required by the City as part of the encroachment permit.

    a. Installation of public (City-maintained) water and sewer mains within on-site private streets and public easements. Please ensure all horizontal and vertical separations meet the CCR title 22 requirements.
    b. Installation of separate water service laterals (domestic water, fire service) for each residential building.
    c. Installation of separate sewer service laterals for each residential building at minimum.
    d. Installation of separate recycled water irrigation water service laterals for the onsite and offsite irrigation systems.
    e. Installation of reduced-pressure backflow prevention assemblies for each water service commensurate to the hazard level of the project site.
    f. Installation of storm drain utility service laterals connecting the community's private storm drain system to the City's storm drain mains.
    g. Installation of radio-transmitted water meters with a meter antenna, any repeaters or transmitters as needed with dedicated power supplies at no cost to the City at locations acceptable to the City to ensure accurate and timely reception of meter readings. Permittee shall execute a recorded instrument providing dedicated space, access rights and dedicated power supplies to the City for operation/ maintenance/ repair/ replacement of subject radio antenna.
    h. Installation of new public sidewalk and planted strip along the project street frontage on Great Mall Parkway. The sidewalk and planted strip designs shall comply with the Milpitas Metro Specific Plan design guidelines and other applicable City standards and details.
    i. Repair/refurbishment of existing public sidewalk and installation of other sidewalk-area improvements, including any required street trees and street tree wells, along the project street frontage on McCandless Drive and Centre Point Drive. The repaired/refurbished sidewalk and other sidewalk area improvements

shall comply with the Milpitas Metro Specific Plan design guidelines and other applicable City standards and details.

j. Install street lights and pedestrian scale lights along Centre Pointe Drive, Great Mall Parkway and McCandless Drive project frontages per TASP guidelines and standards. The developer shall procure an extra street light pole and deliver it to the Public Works Corporation Yard for storage.
k. Installation of new stormwater treatment facilities in available vegetated public right-of-way area(s) along the project frontage for the treatment of runoff for an equivalent area of offsite public improvements. The design of these stormwater treatment facilities shall comply with the Santa Clara Valley Urban Runoff Pollution Prevention Program's Provision C.3 design standards.
l. Restoration of damaged and substandard pavement to the limits and methods determined by the City per the findings of the pavement condition surveys the Permittee is to conduct prior to and following construction.
m. Installation of offsite vehicular and pedestrian traffic improvements the City deems necessary per the findings of the Traffic Impact Assessment (TIA) report the Permittee is to submit to the City. Those improvements may include, but are not limited to: Left turn pocket lane from SB McCandless Drive to EB Market Street, pedestrian crosswalk flashing beacons (RRFB) at the McCandless Drive/Market Street intersection, and other signage and striping improvements.
n. Permittee shall work with City staff and PG&E to locate transformer pads behind public sidewalk and provide proper screening along Great Mall Parkway project frontage.
o. The City will be rehabilitating the existing asphalt concrete (AC) pavement along a segment of Great Mall Parkway that includes the portion fronting the project site (which currently has a failing Pavement Condition Index (PCI) of 30) under its Street Resurfacing 2026 program. As the City's public improvement design standards would have otherwise required the Permittee to complete this pavement rehabilitation work as part of this project's scope of offsite improvements, and the City will instead be completing it, Permittee, in lieu of the required work, shall instead perform AC pavement restoration at an alternate public street location of equivalent area and similar pavement condition (PCI ≈ 30), as designated by the City at a later date.

67. Abandonment of Existing City Utilities: Permittee shall cap, abandon or remove any unused existing public utilities based upon City's Abandonment Notes and to the City's satisfaction.

68. Relocation and Adjustment of Existing Public Utilities: Permittee shall relocate and/or adjust existing public utilities as needed that are in conflict with the proposed improvements.

69. Water Service Agreement: Permittee shall complete a water service agreement to obtain water service.

70. Encroachment Permit: Prior to any work in the public right-of-way and/or public easement, obtain an encroachment permit with insurance requirements for all public improvements including a traffic control plan per the latest California Manual on Uniform Traffic Control Devices (MUTCD) standards to be reviewed and approved by the Engineering Department.

71. Pothole Encroachment Permit: Due to multiple new utility service connections on collector streets, Permittee shall pothole and verify all potential utility crossing conflict as part of the public improvement plan during the design stage.

72. Traffic Impact Assessment: Permittee shall submit a Traffic Impact Assessment (TIA) report to the City for review and approval prior to finalizing the offsite improvement plan as per the adopted Transportation Analysis Study (date May 8, 2021). The scope of the TIA study shall be reviewed and approved by the City.

**PRIOR TO BUILDING PERMIT ISSUANCE**

*The following conditions shall be addressed during the building plan check process and shall be met **prior to** any building permit issuance (except demolition permit and rough grade permit), unless otherwise approved by the Director of Engineering/City Engineer.* ***(E)***

73. Final Map Recordation: Permittee shall record the final map.

74. Easements on the Building Permit Plans: Permittee shall depict all existing easements to remain based upon current preliminary title report and depict new easements on applicable building permit plans.

75. Stormwater Facility Operation & Maintenance Plan: Permittee shall incorporate design details into applicable construction plans in accordance with City approved Storm Water Control Plan (SWCP). Permittee shall also submit Stormwater Facility Operation & Maintenance Plan that describes operation and maintenance procedures needed to ensure that treatment Best Management Practices (BMPs) and other storm water control measures continue to work as intended and do not create a nuisance (including vector control).

76. Stormwater Management Facilities O&M Agreement: Permittee shall execute and record a Stormwater Management Facilities Operation and Maintenance (O&M) Agreement associated with the SWCP O&M Plan, including perpetual maintenance of treatment areas/units, as reviewed and accepted by the Engineering Department. The subject O&M Agreement shall be referenced in the CC&Rs, if applicable.

77. Water Supply and Force Majeure: The City reserves the right to suspend the issuance of building permits in case of an emergency declaration of water supply in the case of a major catastrophic event that restricts City's assurance to provide water supply.

78. Recycle Water Approval: Permittee shall use recycled water for landscape irrigation purpose, except for the interior courtyard/podium areas within the building footprint where the potable water shall be used for irrigation. Permittee shall comply with California Code of Regulations (CCR), Title 22, Division 4, Chapter 3, titled *"Water Recycling Criteria"*, CCR, Title 17, Division 1, Chapter 5, Subchapter 1 titled *"Drinking Water Supply"* and all other recycled water regulations as listed under the publication titled *"California Department of Public Health Regulations Related to Recycled Water June 18, 2014*". Permittee shall obtain approval from the California State Water Resources Control Board/Division of Drinking Water, South Bay Water Recycling and the City for recycled water design, including but not limited to on-site irrigation design, based upon South Bay Water Recycling Guidelines and City of Milpitas Supplemental Guidelines. All landscape plants shall be compatible with recycled water.

79. Water Efficient Landscapes: Permittee shall comply with Milpitas Municipal Code Title VIII, Chapter 5 Water Efficient Landscapes for landscape design, including but not limited to, providing separate water meters for domestic water service and irrigation service and providing applicable landscape documentation package.

80. Solid Waste and Recycling Facility Design: Permittee shall comply with all applicable City design guidelines/details associated with haul route, turning radius, vertical and horizontal clearance, trash enclosure, staging area, storage area, etc.

81. Recycling Report Prior to Demolition Permit Issuance: Permittee shall submit Part I of a Recycling Report on business letterhead to the Building Department, for forwarding to the Engineering Department for review and approval. The report shall describe the following resource recovery activities.

    a. What materials will be salvaged.
    b. How materials will be processed during demolition.
    c. Intended locations or businesses for reuse or recycling.
    d. Quantity estimates in tons (both recyclable and for landfill disposal). Estimates for recycling and disposal tonnage amounts by material type shall be included as separate items in all reports to the Building Division before demolition begins.

    Permittee shall make every effort to salvage materials for reuse and recycling, and shall comply with the City's demolition and construction debris recycling ordinance.

82. Recycling Report Prior to Building Permit Issuance: Permittee shall submit Part II of the Recycling Report to the Building Department, for forwarding to the Engineering Department. Part II of the Recycling Report shall

be supported by copies of weight tags and/or receipts of "end dumps." Actual reuse, recycling and disposal tonnage amounts (and estimates for "end dumps") shall be submitted to the Building Department for approval by the Engineering Department prior to inspection by the Building Department.

83. Flood Plain Management: This project is in the Flood Zone "AO" with 1' average flood depth, therefore, Permittee shall comply with all applicable flood protection criterion required by the Federal Emergency Management Agency (FEMA) and MMC Title XI, Chapter 15. Permittee shall also submit a Flood Study for the Project demonstrating, to the satisfaction of the City Engineer, that the proposed development has no adverse impact to the surrounding flood plain within the Special Flood Hazard Area (SFHA) and to the flood carrying capacity of the area. The study should include cumulative effects of existing and proposed developments demonstrating the combined effects will not increase the water surface elevation of the Base Flood Elevation (BFE) more than one foot at any point. For the AO Flood Zone, the flood study is required to establish the BFE, and set the building elevation accordingly. The flood study shall be consistent with the requirements in accordance with Title 44 of the Code of Federal Regulations by establishing a hydraulic model and HEC-RAS. The study shall clearly identify the lowest floor elevation as being either the bottom of garage, bottom of first floor residential units, bottom of elevator pit, etc. and shall be completely elevated out of the SFHA.

84. Development Fees: Permittee shall pay the following development fees. The information listed in items "a" through "g" are based upon current fee rates; however, those fee rates are subject to change. The exact fee amount shall be determined at the time of building permit fee payment.

    a. Water connection fee at $1,164/unit for residential, based upon increased water usage.
    b. Sewer connection fee at $1,406/unit for residential, based upon increased average wastewater flow.
    c. 3.8% of applicable fees in accordance with City Resolution No. 8969 as Permitting Automation Fee.
    d. FEMA Floor Zone Designation Letter fee in the amount of $100.00 each.

85. Mailboxes: The Permittee shall coordinate with US Postal Services regarding placement of required mailboxes. Mailbox location shall not be on public street frontages and shall be approved by City and US Postal Services prior to building permit issuance. Mailbox locations shall be shown on the improvement plans and Permittee shall submit a letter to the City's Land Development Engineering Section from the Post Master approving the location of the mailbox. Structures to protect mailboxes may require Building, Engineering and Planning Department review.

86. Hazard Assessment Report: For any new back flow device proposed to be installed on an irrigation, domestic or fire service, the Permittee and its qualified cross-connection specialist shall complete and submit a City of Milpitas Hazard Assessment Report (CMP Hazard Assessment Report (Fillable) 2026). An existing Hazard Assessment Report may be submitted if completed in the last six (6) months, or submission of a new assessment if any of the following conditions have occurred: 1) Initial site hazard assessment is older than six (6) months, 2) Account change; 3) New connection; 4) Change in onsite activities or materials that may affect water safety; 5) If there has been cross-connection incident in the last six (6) months or if this work is requirement of the State Water Resource Control Board. The Hazard Assessment Report shall be submitted for review and approval by the City's Utility Engineering department prior to building permit issuance.

**DURING CONSTRUCTION**

*The following conditions shall be complied with at all times **during** the construction phase of the project, unless otherwise approved by the Director of Engineering/City Engineer.* ***(E)***

87. Dewatering: If dewatering is needed during construction, Permittee shall obtain a Short-Term Industrial Wastewater Permit from the San Jose/Santa Clara Water Pollution Control Plant for discharging the groundwater to a sanitary sewer system.

88. On-site Recycle Water Coordination: Permittee's cross-connection specialist shall coordinate the phasing of the construction; facilitate the cross-connection testing in order to minimize the impact for occupied buildings during cross-connection testing; sign-off before the water meter set; coordinate on-site construction inspection;

complete the site inspection; fill out required paperwork/questionnaire; and provide them to the City for forwarding to South Bay Water Recycling. Developer shall notify SBWR 7 days in advance to schedule attendance of SBWR inspector during Cross-connection Test.

89. Prohibition of Potable Water Usage: Permittee shall use recycled water for construction purposes, including dust control and compaction. Permittee shall comply with MMC VIII-6-5.00 and 6-6.00 where potable water usage is prohibited, unless otherwise approved by the City Council.

90. Construction Staging and Employee Parking: Permittee shall place all construction related materials, equipment, and arrange construction workers parking on-site and not located in the public right-of-ways or public easements.

91. Water Shut-down Plan: Permittee shall provide a water shut-down plan at least seven days in advance of the shut-down in coordination with the Engineering Inspector and notify affected property owners/tenants when cut-in tee(s) is/are required.

92. Pavement Condition Surveys: Permittee shall conduct pavement condition surveys both prior to and following construction along all project frontage streets to determine the appropriate pavement restoration measures and to establish the limits of any required grind and overlay. Pre- and post-construction pavement condition survey reports shall be submitted to the City for review and approval prior to the commencement of any pavement restoration work.

**PRIOR TO FIRST OCCUPANCY**

*The following conditions shall be met **prior to** first building occupancy on either lot, unless otherwise approved the Director of Engineering/City Engineer.*

93. Completion of Public Improvements: Permittee shall complete all public improvements, including but not limited to onsite public utility mains and appurtenances, and frontage improvements along Centre Pointe Drive, Great Mall Parkway, and McCandless Drive, as shown on City approved plans.

94. LOMR-F: Permittee shall submit the FEMA approved LOMR-F for reach unit/building associated with the requested occupancy, if project is located in the SFHA.

95. Elevation Certificate: Permittee's civil engineer shall submit an Elevation Certificate for the lowest finished floor elevation of each building for City record.

96. Landscape Certificate of Completion: Permittee shall submit a Certificate of Substantial Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance.

97. Certificate of Cross-Connection: Permittee shall ensure that a certified cross-connection control specialist administer a cross-connection test and complete the required Recycled Water Cross connection Test Form, cross connection test results and any special forms as required by the South Bay Recycling Program https://www.sanjoseca.gov/your-government/departments-offices/environmental-services/water-utilities/recycled-water/retail-customer-information and forward them to the City.

98. Record Drawings: Permittee shall submit record drawings in Full size hard copy, AutoCAD, Tiff, and PDF formats for City records. Record drawings shall include all public improvements. Additionally, if the project uses recycled water, the permittee shall also submit record drawings of on-site irrigation facilities.

99. Private Job (PJ) Balance: Permittee shall pay for any remaining balance from the Private Job deposit.

(P) = Planning
(B) = Building
(E) = Engineering
(F) = Fire Prevention
(CA) = City Attorney

## NOTICE OF RIGHT TO PROTEST

The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby further notified that the 90-day approval period in which you may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a), began on date of adoption of this resolution. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such exactions.

## AGREEMENT

*Permittee/Property Owner*

The undersigned agrees to each and every condition of approval and acknowledges the NOTICE OF RIGHT TO PROTEST and hereby agrees to use the project property on the terms and conditions set forth in this resolution.

Dated: _____ _____

Signature of Permittee

# MILPITAS PLANNING COMMISSION
# STAFF REPORT

**May 6, 2026**

**APPLICATION:** **DISTRICT LOT 3A AMENDMENT – 1320 McCANDLESS DRIVE – SITE DEVELOPMENT AMENDMENT (P-SA25-0002), VESTING TENTATIVE MAP (P-TM26-0001), CONDITIONAL USE PERMIT AMENDMENT (P-UA25-0003), DENSITY BONUS PERMIT (P-DB26-0001), and DEVELOPMENT AGREEMENT (DA26-0001):** A request for a major modification to Site Development No. P-SA20-0004 for the development of 109 townhomes and 10 Accessory Dwelling Units on a vacant 5.49-acre site located in the MXD2-Metro Zoning District at 1320 McCandless Drive. The application also includes a request for a Density Bonus Permit with concessions, Vesting Tentative Map No. P-TM26-0001, and a major modification to Conditional Use Permit No. P-UP15-0010, which allowed for the approved mixed-use development. Furthermore, the Project includes a tentative Development Agreement, including to identify the required minimum density and other applicable standards. The proposed Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15182 (Projects Pursuant to a Specific Plan).

**RECOMMENDATION:** **Staff recommends that the Planning Commission adopt Resolution No. 26-010, recommending approval of Site Development Permit Amendment SA25-0002, Vesting Tentative Map (P-TM26-0001), Conditional Use Permit Amendment (P-UA25-0003), Density Bonus Permit (P-DB26-0001), and Development Agreement (DA26-0001) to the City Council, subject to the attached Conditions of Approval.**

**LOCATION:**

| | |
|---|---|
| Address/APN: | 1320 McCandless Drive (APN 086-33-112, -113, and -114) |
| Area of City: | Southern portion of the City of Milpitas near the Great Mall |

**PEOPLE:**

| | |
|---|---|
| Project Applicant: | Riley Paone, Lyon Living |
| Project Planner: | Randy Baez, Associate Planner |

**LAND USE:**

| | |
|---|---|
| General Plan Designation: | Milpitas Metro Specific Plan (MMSP) |
| Zoning District: | Mixed Use (MXD2-Metro) |

Site Area: 5.49 acres

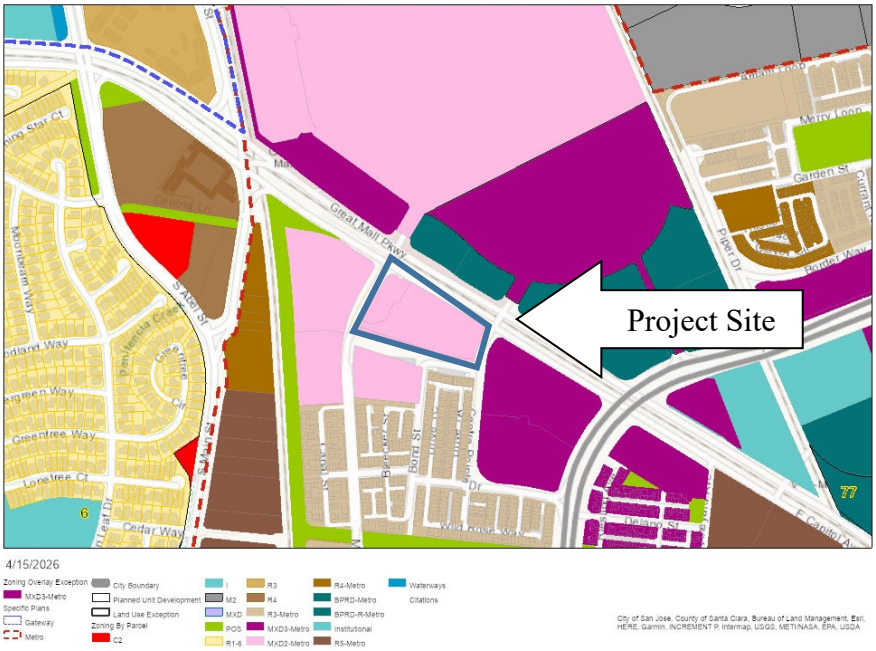
**ENVIRONMENTAL:** The proposed Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15182 (Residential Projects Pursuant to a Specific Plan), and is consistent with the Transit Area Specific Plan (TASP) Environmental Impact Report (FEIR), June 2008 and Milpitas Metro Specific Plan Subsequent EIR (SCH#2006032091), approved by the City Council on February 7, 2023 (Resolution No. 9217).

**Map 1 – Project Location**




**Map 2 - Zoning Map**

1320 McCandless Zoning Map




## RECOMMENDATION

Staff recommends that the Planning Commission:

1. Open the Public Hearing to receive comments;
2. Close the Public Hearing;
3. Consider the CEQA determination in accordance with CEQA; and
4. Adopt Resolution No. 26-010, approving Amendment to Site Development Permit No. SD15-0006, Vesting Tentative Map No. P-TM26-0001, Conditional Use Permit No. UP15-0010, Density Bonus Permit No. P-DB25-0001, and Development Agreement DA26-0001, subject to the findings and attached Conditions of Approval.

## BACKGROUND

### *History*

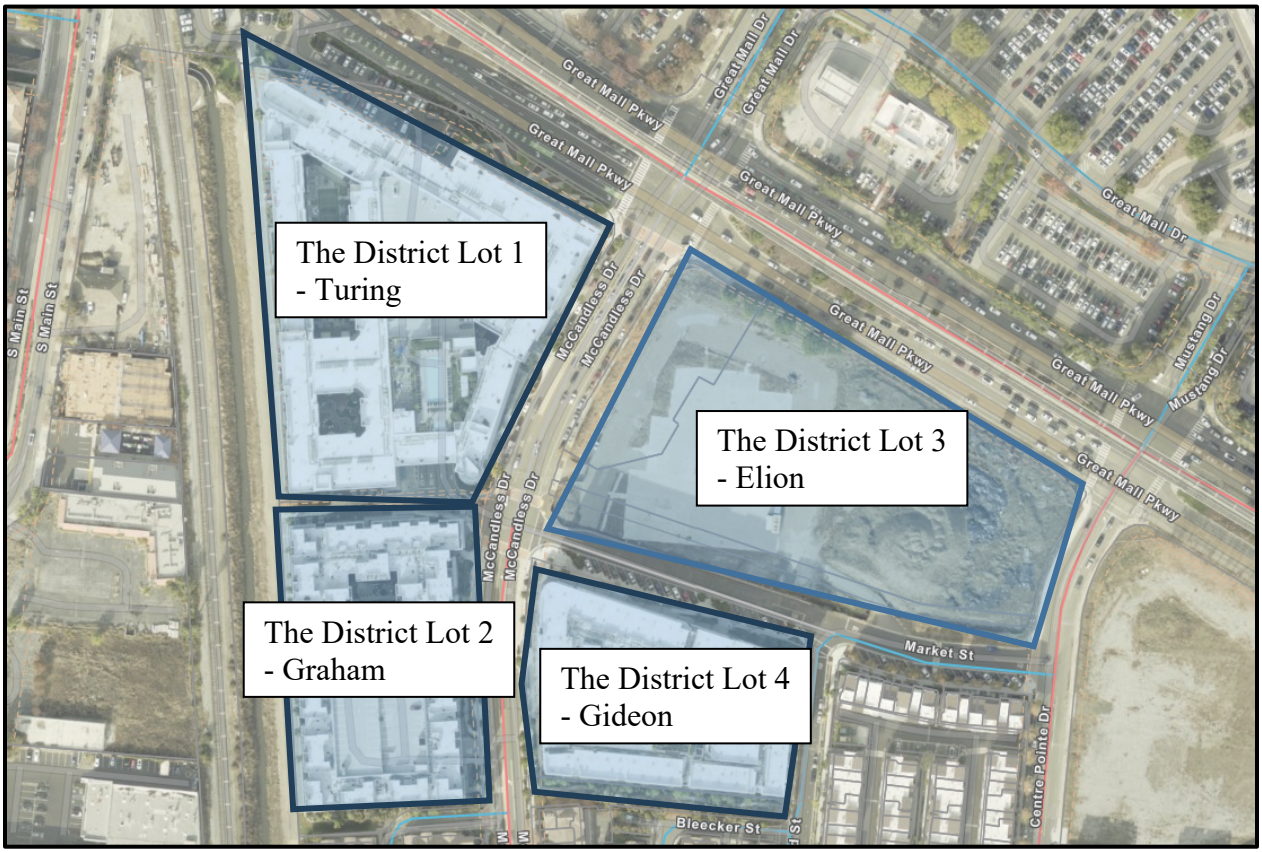
In 2008, the City Council adopted the Transit Area Specific Plan (TASP). The TASP area encompasses 437 acres and forecasts the development of approximately 7,109 residential dwelling units, 287,075 square feet of retail space, nearly one million square feet of office use and up to 350 hotel rooms. The TASP includes goals, policies, and development standards to guide construction within the area, which includes sub-districts in order to address the area's unique characteristics.

The McCandless/ Centre Pointe Sub-District is an area identified within the TASP as the best location for a successful retail mixed-use district, building off the established retail destination of the Great Mall and the visibility along Great Mall Parkway.

In 2011 Integral Communities submitted a master-planned mixed-use development within a portion of the McCandless/ Centre Point Sub-District through Site Development Permit No. SD11-0001, Conditional Use Permit No. UP11-0037, and Tentative Map No. TM11-0002. The development, called The District, includes multiple land areas for retail, commercial, and high-density residential development. Integral Communities eventually sold The District development to Lyon Living. Lyon Living is the current owner of the property and is completing the development of a portion of The District, also referred to as The Fields.

The Fields is comprised of four separate mixed-use areas located near the intersection of Great Mall Parkway and McCandless Drive. The City refers to these areas as The District – Lot 1, Lot 2, Lot 3, and Lot 4, which are also referred to as Turing, Graham, Elion, and Gideon, respectively. Figure 1 shows these lots below.

**Figure 1: The Fields/District Lots 1-4**




In November 2015, the City of Milpitas approved multiple entitlements that included a major portion of The Fields, including Site Development Permit No. SD15-0006 and Conditional Use Permit No. UP15-0010 for The District – Lot 3. The approved project included a mixed-use building with 423 residential units, 175 hotel rooms, 59,135 square feet of retail and office space, a 49,240 square-foot rooftop amenity deck, and a maximum building height of 130 feet for both the hotel and mixed-use buildings. The approvals also established the use of density averaging across the project area, allowing flexibility in the distribution of units among the various lots, provided the overall project met the minimum density requirements of the TASP.

In May 2018, June 2019, and March 2020, Lyon Living further modified project areas within The Fields. Through Minor Site Development Permit No. MS18-00442, Lyon Living received approval to decrease residential units and increase retail space for The District – Lot 2. Lyon Living also received approval to increase residential units and decrease retail space for The District – Lot 4 through Site Development Permit Amendment Nos. SA18-0006 and SA19-0006.

In 2021, the Planning Commission approved Site Development Permit Amendment No. SA20-0004 and an amendment to Conditional Use Permit No. UP15-0010 for The District – Lot 3. That amendment modified the previously approved development density uses, and architecture as follows:

- Decreased the total number of residential dwelling units from 423 to 357;
- Decreased the total number of hotel rooms from 175 to 162;
- Decreased the amount of retail/office space from 59,135 square feet to 25,179 square feet;
- Decreased the size of the rooftop amenity deck from 49,240 square feet to 18,225 square feet;
- Reduced the hotel building's maximum height from 130 feet 83 feet and the maximum height of the mixed-use building from 130 to 90 feet;
- Eliminated private open space from 71 residential units;
- Modified the architectural design and layout of the overall project, including the hotel and mixed-use building;
- Approved exceptions to the TASP retail area standard and private outdoor space standard pursuant to MMC Section XI-10-6.07, via the Conditional Use Permit amendment; and
- Approved development of infrastructure along Market Street to support a farmer's market and community gathering area as a public benefit.

The environmental assessment for SA20-0004 was conducted in accordance with CEQA (memorandum dated January 7, 2021) and found the project consistent with the Addendum to the TASP Final Environmental Impact Report (SCH#2006032091), approved by the Milpitas City Council on November 17, 2015 through Resolution No. 8509. As a separate and independent basis, the project was also found exempt under CEQA Guidelines Section 15183 and Section 15182.

On February 7, 2023, the Milpitas City Council adopted the Metro Plan, which superseded the Transit Area Specific Plan, originally adopted in 2008. The new Metro Plan expands the geographic area of the Plan from 437 acres to 510 acres and increases housing capacity by 7,000 additional units while addressing the need for greater commercial and employment development. The change to the Metro Plan was intended to be a response to current market conditions, regional housing needs, and the completion of the Milpitas Transit Center with BART and VTA connections. The Metro Plan reorganizes the original six TASP subdistricts into five Metro districts: Great Mall, McCandless, Tango, Piper, and Innovation District. It also expands commercial and employment opportunities, particularly through the new Innovation District focused on technology and research and development. The proposed Project is located within the McCandless District of the Metro Plan, which is characterized by high-density mixed-use development along larger, busier streets and by lower density townhouse development in the central area of The District.

***The Application***

The current application proposes a further amendment to Site Development Permit No. SD15-0006 and Conditional Use Permit (CUP) No. UP15-0010, as amended by SA20-0004. These changes include the following and are summarized in Table 1:

- Further reduce the total number of residential units from 357 to 109 townhomes and 10 ADUs;
- Eliminates the proposed hotel (previously 162 hotel rooms);
- Reduces the amount of retail/office space from 25,179 square feet to approximately 3,324 square feet of live/work space, split between nine units;
- Eliminates the rooftop amenity deck (previously 18,225 square feet);
- Reduces the proposed building height from 90 feet to no more than 49 feet; and
- Proposes 27,832 square feet of public open space in the form of a public urban plaza.

The original CUP (UP15-0010) was requested to deviate from certain Transit Area Specific Plan (TASP) standards as allowed by the TASP Section 5.2 (Zoning Regulations) standards as allowed by the TASP. These deviations included providing tandem parking, increasing the Floor Area Ratio (FAR), and exceptions for certain TASP standards such as setbacks, parking, ground floor retail space depth, and open space. Those same exemptions are not requested nor are they a part of the present application. The applicant is requesting an amendment to the CUP for a condominium subdivision as part of the Vesting Tentative Map per MMC Section XI-1-4.01-5.

**Table 1: Summary of Lot 3 Entitlements**

| Element | Originally Approved (2015) | Amended by SA20-0004 | Proposed |
|---|---|---|---|
| Residential Units | 423 apartments | 357 apartments | 109 townhomes + 10 ADUs |
| Hotel Rooms | 175 | 162 | None |
| Retail/Office Space | 59,135 square feet | 25,179 square feet | 3,324 square feet of live/work area (9 units total) |
| Rooftop Amenity Deck | 49,240 square feet | 18,225 square feet | None |
| Hotel Building Height | 130 feet | 83 feet | N/A |
| Mixed-Use or Residential Building Height | 130 feet | 90 feet | 36 feet – 49 feet |

The current application also requires the following entitlements:

- Vesting Tentative Map: The proposed Project includes the development of the site for for-sale townhome units, which requires a Vesting Tentative Map for the condominium subdivision of the lot per MMC Section XI-1-4.00 (Filing and Approval of Tentative Map).
- Density Bonus Permit: A density bonus is required to ensure compliance with State Density Bonus Law and ensure the project is eligible for certain concessions under State Density

Bonus Law. See MMC Sections XIII-C.12.010 et seq. (Density Bonus for Affordable Housing Developments).

- Development Agreement (DA): A DA is proposed to provide certainty as to what development standards apply to this Project, including to preserve the minimum residential density previously allowed for the subject property under the TASP (30 dwelling units per acre). See MMC Sections XIII-D.14.010 et seq. (Development Agreements).

## PROJECT DESCRIPTION

### *Overview*

The Project site is an undeveloped 5.49-acre parcel at the intersection of Great Mall Parkway and McCandless Drive within the McCandless District of the Metro Specific Plan. The property and some neighboring properties are zoned MXD2-Metro Mixed-Use. The Project site is located in the southern portion of the City, across the street from the Great Mall, and within a ½ mile from the Milpitas Transit Center. An aerial map of the subject site location is shown on Map 1.

Lyon Living (Applicant) submitted an application in July 2025 requesting a Site Development Permit Amendment to develop 109 multi-family townhomes and 10 Accessory Dwelling Units on a 5.49-acre vacant lot. The residences will each include an attached two-car garage, while nine of the townhome units along Market Street to the south will include live/work units, which include first floors that have been designed and will be deed restricted to function as commercial spaces. The live/work units have three different floor plans, all of which open onto the main floor of the unit and have access to ADA compliant bathrooms and an office area. The commercial component of the live/work units range from 336 to 401 square feet in size, for a total commercial floor area of 3,324 square feet. From the Market Street entrance, the live/work units will feature floor to ceiling windows and contemporary signage on the metal façade above each unit.

The proposed Project features 109 townhomes and 10 ADUs grouped into 17 buildings on the Project site. All 17 buildings range from three to four stories in height and feature contemporary architecture with a variety of building materials including stucco, siding, metal roof elements, and brick stone veneer. Although the site is surrounded by streets on all four sides, primary access to the site will be limited to one driveway along Market Street to the south in order to provide a more continuous facade and urban perspective from the other street frontages and surrounding area. Although this development does not propose on-site affordable housing, the applicant is providing 18 low-income and 4 very low-income rental apartments units at the adjacent Gideon building directly to the south of the site. These units would be provided within the larger footprint of the Fields project. Public improvements include refinished adjacent streets and new/updated sidewalks throughout the perimeter of the site, in addition to all required utility improvements. Lastly, the proposed Project includes a 27,832 square-foot publicly accessible urban plaza on the corner of Market Street and McCandless Drive.

### *Location and Context*

The Project site is located near the intersection of Great Mall Parkway and McCandless Drive within the McCandless District of the Metro Plan. Properties adjacent to the Project site are zoned MXD2-Metro to the south and west and MXD3-Metro to the east. Two properties north of the

Project site are zoned BPRD-R-Metro, while the larger Great Mall property is zoned MXD2-Metro. The following table provides a summary of the Zoning and Land Uses surrounding the site:

**Table 2: Surrounding Zoning and Land Uses**

| | General Plan | Zoning | Existing Use |
|---|---|---|---|
| **Subject Site** | Residential Retail High Density Mixed Use (RRMU) | Metro High Density Mixed Use (MXD2-Metro) | Vacant |
| **North** | Business Park/Research & Development (BPRD-R) | Metro Business Park Research and Development, Limited Residential (BPRD-R-Metro) | Drive-Through Restaurant and Gas Station |
| **South** | Residential Retail High Density Mixed Use (RRMU) | Metro High Density Mixed Use (MXD2-Metro) | Gideon Mixed-Use Building |
| **East** | BLVD Very High Density Mixed Use (BVMU) | Metro Very High Density Mixed Use (MXD3-Metro) | Vacant |
| **West** | Residential Retail High Density Mixed Use (RRMU) | Metro High Density Mixed Use (MXD2-Metro) | Turing Mixed-Use Building |

## PROJECT ANALYSIS

### *General Plan and Zoning Conformance*

Milpitas General Plan 2040

The General Plan designation for the Project site is Milpitas Metro Specific Plan (MMSP). The Milpitas Metro Specific Plan (Metro Plan) classifies the Project site as Residential Retail High Density Mixed Use (RRMU) and details the goals, objectives and policies for the RRMU land use classification. The RRMU designation supports vertically mixed-use development that have ground floor retail and active uses with residential or office uses on upper floors. As a whole, the mixed-use designations of the Metro plan are intended to cluster pedestrian-oriented retail and personal services in proximity to high-density residential populations, as well as making them convenient to employment areas. The Project can be found in conformance with the policies and standards in the City's General Plan policies, as outlined in the following table:

**Table 3: General Plan Consistency**

| Policy | Conformance |
|---|---|
| ***LU 1-4*** *Continue to provide for a variety of housing types and densities that meet the needs of individuals and families and offer residents of all income levels, age* | **Consistent.** The Project provides 109 new multi-family townhome residences and 10 Accessory Dwelling Units (ADUs) on a currently vacant 5.49-acre parcel within the McCandless District of the Metro Specific Plan area. This variety of housing types — townhomes with attached two- |

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| *groups, and special needs sufficient housing opportunities and choices for locating in Milpitas.* | car garages and ADUs — will meet the needs of individuals, families, and residents of all demographics and income levels. The townhome product type offers a family-sized housing option that is distinct from the higher-density stacked-flat apartment developments that predominate in the Metro Plan area, thereby diversifying the housing stock and providing additional choices for residents who may need more space for family, professional, or personal needs. Additionally, nine of the townhome units along Market Street will include live/work units, further expanding the variety of housing options available to residents who may wish to operate a home-based business. |
| ***LU 2-1*** *Utilize Specific Plans to guide development within Milpitas's special planning areas. Properties located within Specific Plan areas shall conform to the underlying Specific Plan's land uses, zoning, and development standards.* | **Consistent.** The Project site is located within the Metro Specific Plan (Metro Plan) area and is zoned MXD2-Metro. The General Plan designates the Metro Plan as a walkable, transit-oriented area that encourages walking, biking, and public transit in order to minimize vehicle miles traveled (VMT). The Project, as proposed, conforms to the majority of development standards of the Metro Plan, as applicable; however some of these standards will be addressed through a separate Development Agreement. The inclusion of nine live/work units along Market Street to the south is also consistent with the Metro Plan's vision for active ground-floor uses along designated activity streets within the McCandless District. |
| ***LU 5-1*** *Require new development and redevelopment to be compatible, complementary, and, where appropriate, well integrated with existing residential areas. Integrate new large-scale development projects into the fabric of the existing community rather than allowing projects to be insular and self-contained.* | **Consistent.** The Project site is located across the street from the Great Mall and within the McCandless District, an area that has steadily transitioned to a mixed-use, transit-oriented neighborhood over the last ten years or so. This Project will develop a currently vacant 5.49-acre parcel, thereby activating an underutilized site and contributing to the fabric of the area. The Project site design, with live/work units oriented toward public streets, will create an active street presence that integrates with the surrounding streetscape rather than creating an insular or self-contained development. |
| ***LU 5-3*** *Ensure new development is consistent with specific height limits established within the City's Zoning Ordinance as applied through the zoning district for all properties within the City.* | **Consistent.** The Project meets the applicable height standards by proposing townhome buildings within the maximum height limit established for the MXD2-Metro zoning district. The building heights are proposed between 36 and 49 feet, which are consistent with the scale of nearby townhome developments within the Metro Plan area, while the maximum allowed building height is 85 feet. |

| | |
|---|---|
| ***CD 5-5*** *For infill development, incorporate context-sensitive design elements that maintain compatibility and raise the quality of the area's architectural character.* | **Consistent.** The Project is an infill development on a vacant 5.49-acre parcel within the McCandless District of the Metro Plan. The Project incorporates context-sensitive design elements that maintain compatibility with the evolving architectural character of the Metro Plan area while raising the quality of the neighborhood. The townhome site design, with attached two-car garages, private entrances, and varied rooflines, provides a residential character that is compatible with the existing residential developments in the surrounding area. Furthermore, the inclusion of nine live/work units along Market Street introduces an active ground-floor element that conforms directly with the mixed-use character envisioned by the Metro Plan for the McCandless District. |
| ***CD 6-5*** *Promote consistent development patterns along streets, particularly by how buildings relate to the street, to promote a sense of visual order, and provide attractive streetscapes.* | **Consistent.** The Project promotes consistent development patterns along Great Mall Parkway, McCandless Drive, and Market Street by orienting live/work units to face the public streets while maintaining landscaped setbacks that create an active and attractive streetscape. The proposed live/work units along Market Street further activate the street frontage and promote a sense of visual order consistent with the Metro Plan's vision for pedestrian-oriented activity streets. Furthermore, the Project includes separated sidewalks, street trees, and landscaping along the perimeter of the site, consistent with the Metro Plans' streetscape standards. |

Milpitas Metro Specific Plan

The Vision Statement of the Milpitas Metro Specific Plan (Metro Plan) is "to create a complete and unique urban neighborhood". A complete neighborhood includes neighborhood services, a variety of retail, a balance of jobs and housing, with jobs near transit, affordable and market rate housing, safe and attractive multimodal connections, a variety of shared public spaces, and a strong sense of place with memorable architecture and landmarks. The proposed townhome project with live/work units contributes to the Metro Plan's vision of creating a complete neighborhood within the McCandless District. The Project develops a current vacant parcel, converting underutilized land into new housing that supports the transit-oriented neighborhood envisioned by the Metro Plan. The inclusion of nine live/work units along Market Street also introduces a mixed-use component that supports the Metro Plan's goal of providing neighborhood services and a balance of jobs and housing near transit. The Project's location within the McCandless District is consistent with the established pattern of townhome development in this subdistrict. Additional Metro Plan policy findings can be found in Table 4 below:

**Table 4: Metro Plan Policy Compliance**

| Policy | Conformance |
|---|---|
| ***LU 1.1*** *Establish the Land Use Classifications to identify areas appropriate for residential, commercial, mixed use, office, and industrial development. Retail commercial uses shall be concentrated in a pedestrian-oriented pattern.* | **Consistent.** The Project site is zoned MXD2-Metro, which includes "a mix of retail, restaurant, entertainment, and commercial services uses on the ground floor and residential or office uses on upper stories. The proposed 109-unit townhome development with nine live/work units along Market Street is consistent with the mixed-use character of the MXD2 designation by providing both residential and commercial uses. |
| ***LU 2.1 and 2.3*** *"Arrange the highest density areas supported by strong pedestrian and bicycle access ways and along the major corridors and transit-adjacent areas" and "Establish a strong pedestrian and transit orientation throughout the Plan Area and limit development design that prioritizes automobile access to the detriment of pedestrian and bicycle access".* | **Consistent.** The Project is located at the intersection of Great Mall Parkway and McCandless Avenue, directly across from the Great Mall and within proximity to the VTA Great Mall light rail station. The Metro Plan identifies Great Mall Parkway as a major corridor where transit-oriented development is envisioned. The Project's location supports transit ridership by placing 109 new residential units and 10 ADUs within walking distance of light rail service. |
| ***LU 3.2*** *Accommodate housing for a range of housing types, income levels, and rental and ownership models, including the following: Live/work units, Group housing, Co-living, Senior housing, Student housing".* | **Consistent.** The Project proposes 109 townhome units with 10 ADUs that provides transit-oriented housing within the McCandless District that diversifies the housing stock in the Metro Plan. The Project includes nine live/work units along Market Street, which is one of the housing types specifically listed in Policy LU 3.2. The townhome product type also adds variety to the Metro area's housing products, which includes higher-density apartment and condominium units. Furthermore, the Project will comply with the City's Inclusionary Housing Ordinance by providing 22 off-site affordable units at the nearby Gideon Apartments. |
| ***PPS 1.7*** *Parks, Public Space, and Open Space: Locate parks and outdoor gathering spaces adjacent to higher density residential development to provide a visual and activity for housing, as well as to ensure safety through casual surveillance.* | **Consistent.** The Project is located approximately 1,000 feet away from McCandless Park, the largest park in the Metro area, which provides recreational amenities for the McCandless Subdistrict. The Project meets the minimum common open space requirement of 100 square feet per unit (10,900) with 27,832 square feet of public open space in the form of an urban plaza at the corner of Market Street and McCandless Avenue. |

Development Standards

The site is located in the Metro High Density Mixed Use (MXD2-Metro) Zoning District. The purpose of the MXD2-Metro zoning district is to create and enhance areas with a mix of retail,

restaurant, entertainment, and commercial service uses on the ground floor and residential or office uses on upper stories, while maintaining a pedestrian-oriented streetscape. It is intended that the required active ground floor uses will ensure neighborhood-oriented retail and services are provided within walking distance of high-density residential development.

Per Milpitas Zoning Code Table B.12.030-A (Metro Zone Development Standards), the subject parcel is allowed a maximum density of 85 dwelling units per acre and a maximum Floor Area Ratio of 2.5. Table 4 demonstrates the Project's consistency with the applicable development standards of the MXD2-Metro zoning district, while Table 5 demonstrates the consistency with the Milpitas Metro Specific Plan.

**Table 5: Summary of Metro Development Standards**

| Standards | MXD2-Metro | Proposed | Complies |
|---|---|---|---|
| Density Range (du/ gross acre) | 40-85 | 20 | No* |
| Active Use | Ground floor retail and active uses required on 80% of frontages on any one blockface along any Activity Street | 9 Live/work units proposed along Market Street to the south | No** |
| Sidewalk Width (Activity Street) | 18 feet | 8-10 feet | No** |
| Front Setback | Min.: 0 feet<br>Max.: 20 feet | 5-15 feet along Great Mall Pkwy | Yes |
| Interior Side Yard Setback (Min.) | 0 feet | 1-foot along Market Street | Yes |
| Street Side Setback | Min.: 0 feet | 14'4" feet along McCandless | Yes |
| Rear Setback | 10 feet | N/A | Yes |
| FAR (Min.) | 1.0 | 1.52 | Yes |
| FAR (Max.) | 2.5 | 1.52 | Yes |
| Building Height (Maximum) | 85 feet | 36 – 49 feet | Yes |
| Usable Open Space Per Dwelling<br><br>Per Site | Min. 100 sf per residential unit, which may be private or common open space<br><br>Min. 5% of the total open space provided on-site must be publicly accessible | (109x100=10,900)<br><br>Common open space: 7,273 SF<br><br>Public open area (urban plaza): 27,832 SF | Yes |
| Long-Term Bicycle Storage | 0.5 long-term spaces per bedroom | 177 (354 bedrooms x 0.5) | Yes |

| Standards | MXD2-Metro | Proposed | Complies |
|---|---|---|---|
| Short-Term Bicycle Storage | 0.1 short-term spaces per bedroom | None | Yes, per COA #19 |
| * | Although the Project does not meet the density requirement of the MXD2-Metro zone, a Development Agreement is proposed to apply the minimum density in the TASP (30 du/ac), which the Project would meet. | | |
| ** | The Project includes a Density Bonus permit request to reduce the Active Use and Activity Street sidewalk width requirements of the MXD2-Metro zone. | | |

The residential density of the Project is approximately 20 dwelling units per acre (du/ac), which does not meet the allowed minimum density of 40 du/ac in the MXD2-Metro zoning district. However, previous approvals established the use of density averaging across The Fields/District development, allowing flexibility in the distribution of units among the various lots. The average density across this development with the proposed Project would be 31 du/ac. The proposed Development Agreement would preserve the minimum residential density of 30 du/ac previously allowed for the subject property under the Transit Area Specific Plan (TASP). Therefore, with density averaging across The Fields/District development, the Project would meet the TASP minimum density with 31 units per acre average.

***Site & Architectural Design***

The townhomes are grouped into 17 buildings, which are accessed by private streets and driveways. The are designed in a multi-story townhome format, generally three and four levels tall, maximizing vertical space with parking and entry at the ground level, main living areas on the second and third floors, and bonus or entertaining rooms opening onto large, covered terraces at the top level to take advantage of light and views. The building massing is articulated through projections and recesses at adjacent townhomes, as well as staggered balconies that help break up the length of the structures, while top-level terraces create a stepped-back effect that reduces the overall sense of verticality. Outdoor living is emphasized through balconies and top-level terraces featuring sleek black railings and warm wood soffits, while simple balcony columns frame views and reinforce the contemporary character. The roof design combines shed roofs, flat balcony and terrace roofs, and curved sloping roofs at prominent elements, creating a simple yet dynamic contemporary roofline. Large windows enhance natural light and provide expansive views throughout the development.

The project is designed in a Northwest Contemporary architectural style, incorporating modern design principles such as clean, boxy massing, flat and low-slope roofs, large black-framed windows, a mixed-material façade, and minimal ornamentation, with visual interest created through proportions, material contrasts, and balcony and roof projections. This style complements neighboring residential developments, which also reflect contemporary and modern design.

Exterior materials consist primarily of stucco with lap siding accents for added texture, while brick at the ground floor introduces a natural element that helps ground the modern aesthetic. The color palette draws from coastal tones, including whites, cool grays, blues, and green-blues, complemented by the warmer earth tones of the brick.

### *Traffic and Circulation*

Vehicular access will be provided by a single driveway with direct ingress/egress from Market Street to the south. An internal private street and alley grid will provide access to the 17 buildings and 109 garages with a total of 218 covered vehicle parking spaces provided. One additional emergency access would be provided along McCandless to the west of the site. In addition, four guest parking spaces will be provided along the internal driveway labeled "Street G" in the attached Project Plans, including one ADA-compliant space. The Project has also been conditioned to provide one guest parking space as an EV charging space, per Building Code. Consistent with the intent of the Metro Area and The Fields development, pedestrian ingress and egress is provided throughout the site. New and improved sidewalks along the perimeter of the site will provide access for pedestrians around the Project site. Internal walkways also provide convenient access for pedestrians throughout the site and in between buildings, with primary public sidewalk accessed from two points along Great Mall Pkwy., one at Market Street, and another accessing the urban plaza park at the southwest corner of the site.

The proposed Project includes 109 townhomes with a total of 354 bedrooms. Per MMC Section XIII-C.6.100 (Bicycle Parking), this results in 177 required long-term bicycle spaces and 35 short-term bicycle spaces on-site. The 177 long-term bicycle spaces will be located within the proposed attached garages, with an average of two long-term bicycle spaces per garage. The Project is also conditioned to provide updated plans showing the location and design for all 35 short-term bicycle spaces on-site prior to Building permit issuance, per Condition of Approval #19. Furthermore, multifamily residential projects are required to provide a minimum of 0.5 parking spaces per unit, which would result in 55 parking spaces for this Project. However, the Project will provide a two-car attached garage per unit, as well as four guest parking spaces, resulting in a total of 222 parking spaces throughout the site.

### *Public Improvements*

The proposed Project would require utility services including water, wastewater, storm drain, gas, electrical, and telecommunications. The proposed Project would connect to existing utilities via tie-ins along McCandless Drive to the west and Great Mall Parkway to the north. The Project site is currently undeveloped except for a building foundation from the previous entitlement that was never completed. Roofs, roads, concrete driveways and other infrastructure would result in 186,084 square feet of impervious area, which would be mitigated through eight separate drain management areas (DMAs). The three DMAs closest to Great Mall Parkway to the north will use UTS – Silva Cells, while the remaining five will use bioretention areas that will treat and handle stormwater flows prior to discharge to the City's stormwater drainage system.

As part of the proposed Project, the City's Public Works – Engineering Transportation team analyzed the proposal and is requiring that a Traffic Impact Analysis (TIA) be submitted to the City for review and approval. However, Public Works is requiring that the developer perform pavement restoration along the project frontage on McCandless Drive, Center Pointe Drive, and Great Mall Parkway per City Standards. In addition, the developer will also perform street lighting photometric analysis along the frontages of the Project to ensure there is ample amount of light when needed. The photometric plan will be reviewed and approved by the City during the construction plan phase.

The Project fronts Great Mall Parkway to the north, McCandless Avenue to the west, Market Street to the south, and Centre Pointe Drive to the east. Project frontage along Great Mall Parkway will

have a new 10-foot sidewalk and 11 feet of landscaping. Project frontage along McCandless will maintain the existing 8-foot sidewalk and provide between 10 and 16 feet of landscaping. Project frontage along Market Street will have a new 8-foot sidewalk and 12 feet of landscaping. Lastly, frontage along Centre Pointe will have a new 8-foot sidewalk and approximately 12 feet of landscaping.

***Landscaping***

The proposed Project incorporates a combination of groundcovers, shrubs, and trees that are drought-tolerant and consistent with the City's approved plant palette. The vacant site currently has 15 trees, five of which are along McCandless Drive and will remain untouched, while 10 small trees along Great Mall Parkway will be removed. Although none of these removed trees are considered "protected" trees as measured from the width of the trunk, the Project will still mitigate the loss of trees and enhance the Project by planting five additional 24" box Crape Myrtle trees along McCandless Drive along the western edge of the site. 26 additional 24" box Crape Myrtle and Golden Rain Trees are also proposed along the other three street frontages, as well as 16 large, 24" box size Lacebark Elm trees along Great Mall Parkway to the north. Numerous other trees are proposed throughout the interior of the townhome development, including 23 36" box size 'Keith Davey' trees. A number of shrubs and groundcover are proposed throughout the project site such as cape rush shrubs, blush fringe flowers, and different various types of sage will assist the site in bioretention as well as erosion control while providing a harmonious view for the nearby residents.

***Open Space***

Per the Metro Specific Plan, private development must provide on-site open space at a rate of 100 square feet per unit, with at least 5% provided as publicly-accessible open space. This results in a minimum of 10,900 square feet of required open space on-site, 545 square feet of which must be publicly-accessible. The proposed Project exceeds this requirement by providing a 27,832 square-foot publicly-accessible urban plaza area, plus 7,273 square feet of public open space near public right of ways. The urban plaza features a semi-circular concrete seat wall facing a circular patch of lawn that can be used for active uses for the general public. A cantilevered trellis patio cover will overhang the seat wall to provide shade while maintaining an open feel to the urban plaza. Additional shade to the urban plaza will be provided by eight 24" box size accent trees such as red maples and Ginkgo Biloba trees. The Project will also provide 16,745 square feet of private common space in the form of exterior yards within the innermost portion of the site, particularly near Buildings 13, 14 and 17.

***Objective Design Standards***

The City of Milpitas adopted its Residential and Mixed-Use Objective Design Standards (ODS) to facilitate project designs by establishing objective development and design standards for all multi-family and mixed-use projects. The ODS are intended to bring consistency and clarity to project review and permitting while eliminating subjectivity to provide uniform language. The proposed Project includes 109 townhome units and 10 ADUs on a 5.49-acre site, which would be classified as a Large project type and a "Medium" building type. While compliance with the ODS is only required for projects seeking permit streamlining (i.e., ministerial review), all projects proposing two or more dwelling units must demonstrate how it meets the intent and purpose of the ODS.

Although the Project is not seeking ministerial review, Table 6 below shows how the Project is compliant with or meets the intent and purpose of (i.e., consistent with) the City's ODS.

**Table 6: ODS Compliance/Consistency**

| Standard | Conformance |
|---|---|
| *Section 2.1 - Block Structure / Maximum Block Length* | **Consistent** - The ODS require that all projects have a maximum block length of 400 feet and a maximum perimeter length of 1,400 feet. Although the Project site exceeds both amounts, the size and shape of the lot is existing and will not be increased. Additionally, the block is broken up by private driveways and pedestrian paths along the perimeter. Therefore, the Project is consistent with the intent and purpose of this requirement to divide large blocks and create multiple buildings. |
| *Section 2.3 - Shared / Publicly Accessible Open Space* | **Compliant** – As a Large Site, the Project is required to provide shared publicly accessible open space in addition to minimum usable open space. For projects with an average building height less than 45 feet such as this one, publicly accessible open space shall be equal to or greater than 5% of the lot area, which is approximately 11,957 square feet. This Project meets this requirement through the Urban Plaza located at the intersection of Market Street and McCandless Avenue. |
| *Section 3.1 - Sidewalk Design* | **Consistent** - The ODS require that residential projects fronting a public street right-of-way provide a minimum effective sidewalk width of 12 feet, with a minimum 6-foot-wide pedestrian clear zone. The Project fronts Great Mall Parkway to the north, McCandless Avenue to the west, Market Street to the south, and Centre Pointe Drive to the east. Project frontage along Great Mall Parkway will have a 10-foot sidewalk and 11 feet of landscaping. Project frontage along McCandless will have an 8-foot sidewalk and between 10 and 16 feet of landscaping. Project frontage along Market Street will have an 8-foot sidewalk and 12 feet of landscaping. Lastly, frontage along Centre Pointe will have an 8-foot sidewalk and approximately 12 feet of landscaping. |
| *Section 3.4 – Ground Floor Uses* | **Consistent –** The ODS require that active frontages have a minimum interior depth of gross building area of 15 feet for live/work units. As proposed, the Project provides between 12 and 14 feet and 8 inches of depth. However, due to the limited right-of-way along Market Street, a 15-foot active frontage is infeasible. The provided frontage area is suitable for a narrow street like Market Street. |

| | |
|---|---|
| | The ODS also require floor-to-floor heights of live/work units to be 12 feet. While 10 feet of floor-to-floor heights are proposed, this still meets the intent of the ODS by providing floor-to-ceiling windows along Market Street to encourage pedestrian activity. |
| *Section 3.9 – Standards for Special Conditions and Adjacencies* | **Consistent –** The ODS require that all ground floor residential units shall be set back a minimum 40 feet from face-of-curb when adjacent to a Major Roadway, which is defined as a street with three or more travel lanes in each direction. Great Mall Parkway meets this definition and is directly north of the Project site. The Project proposes a building setback between 20 to 22 feet along Great Mall Parkway. However, the Project provides a number of large street trees along the Great Mall Parkway and approximately 10 feet of right-of-way dedication. The proposed height of the proposed buildings along Great Mall Parkway are also no more than 49 feet, which meets the intent of promoting gradual transitions from high density development to surrounding areas. Furthermore, no sound attenuation walls are proposed in order to lessen any potential noise impacts and maintain a pedestrian-friendly environment. |
| *Section 5.1 - Ground Floor Design* | **Compliant** - The ODS require that all ground floor residential units have an entry with direct access to the sidewalk, path, or open space. Ground floor residential facades must have a minimum 30% transparent glazing between 4 and 7.5 feet in height above finished floor, with transparent glazing that is maximum 50% reflective and with visible light transmittance greater than 80%. For the nine live/work units proposed along Market Street, the facades are required to have a minimum 50% transparent glazing between 3 and 7.5 feet in height above finished floor. This has been added as a condition of approval within the attached Resolution (COA #17). |
| *Section 5.2 - Residential Unit Entry Types* | **Compliant** – The ODS require that private entries into ground floor residential units shall be designed to provide human-scaled detailing, enhanced pedestrian experience, transition between public and private space, spaces for residents to gather and spend time outdoors, and resident privacy. The Project proposes Terrace entrances for all residential units, which are limited to 30 inches above the grade of the back of the adjacent sidewalk or accessway. Terrace entrances are also required to have a minimum path width of 42 inches and fences or walls have a maximum of 42 inches in height and have a minimum transparency of 40%. Although no fences are proposed at this time, the |

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| | height maximum has been added as a condition of approval within the attached Resolution (COA #18). |
| *Section 5.5 - Building Materials* | **Compliant** – The ODS require building facades to include a variation in building materials, with primary materials covering between 55% and 65% of each exterior, excluding windows, doors, garage doors, and building trims. This Project accomplishes this by including metal-clad roofing materials, aluminum storefronts, and "Hartford" brick veneer, in addition to painted stucco and siding. |
| *Section 6.2 - Usable Open Space/ Common Open Space* | **Compliant** – The ODS require that Common Open Space be immediately adjacent to common spaces, hallways, or residential units, be accessible to all residents, and have a minimum width and length of 20 feet. The common open space must include a minimum of 20% landscaping, with a minimum of 20% area planted with ground cover/ shrubs, and a minimum of one tree planted per 400 square feet of open space area. Staff finds that the project is consistent with ODS Section 6.2 via the proposed urban plaza. |

The ODS also requires a number of standards primarily related to development of apartment buildings, including ODS Sections 4.3.2 and 5.4.1. ODS Section 4.3.2 requires that buildings three stories or taller be designed to differentiate a defined base or ground floor, a middle or body, and a top, cornice or parapet cap. This Project meets the intent by providing contemporary architecture and varying building materials, including brick veneer, metal roof accents, and stucco and siding. ODS Section 5.4.1 requires that green roofs be required for all developments with a minimum net roof area of 5,000 square feet. Although the proposed Project meets the minimum roof area, the nature and shape of the townhome buildings are of a much narrower footprint than those of apartment buildings. The townhome buildings also feature sloped roofs to articulate building massing, which would drastically limit the feasibility of green roofs. However, the intent of increasing building performance will be met by providing solar panels.

### *Affordable Housing Ordinance*

The City's Affordable Housing Ordinance (AHO), adopted in February 2022, applies to all new residential development projects of ten units or more designed and intended for permanent occupancy. The proposed Project consists of 109 market-rate dwelling units and 10 ADUs, for a total of 119 housing units. Although ADUs are specifically not counted towards the total number of affordable units, the 109 townhomes exceed the 10-unit threshold and is therefore subject to the AHO.

Pursuant to MMC Section XII-1-3.00, the applicant must reserve 15% of the total number of dwelling units within the development as affordable units. The City's AHO also states that if the project is a residential rental project, 100% of the required affordable units must be reserved for very low or low-income households. If the project is a residential ownership project, 100% of the affordable units must be reserved for very low, low, or moderate-low-income households. As the project proposes for-sale townhomes, all affordable units are required to be at the moderate-income level or lower. Applying the 15% requirement to the 109 market-rate townhomes yields an

affordable housing obligation of approximately 16.35 moderate-income townhomes. Per the AHO, a fractional unit equal to 0.5 or greater is rounded up, resulting in a requirement of 17 on-site affordable units. However, in-lieu fees may be paid for requirements to construct fractional units of less than 0.5 units as outlined in MMC Section XII-1-3.00.

Although the City's AHO requires projects to construct 15% of the total number of dwelling units as affordable units on-site, some exceptions can be made. All exceptions to this requirement for ownership units shall require City Council approval, which must be obtained at or prior to the last discretionary approval for development of the Project. The AHO distinguishes between ownership and rental projects for purposes of the exception process. The City Council may allow an exception to the on-site requirement when the applicant contributes to the City's affordable housing needs through one of the alternatives found within Subsections XII-1-4.00 through XII-1-4.02, which include in-lieu fee payments, off-site construction, and land dedication.

The Project proposes 109 market-rate townhomes without any below-market-rate (BMR) units on site, which is inconsistent with the City's AHO. However, the Applicant is proposing to provide 22 below-market-rate (BMR) rental units by converting market-rate apartments in the adjacent mixed-use building to the south of the Project site, commonly known as Gideon. The Gideon building has 213 rental apartment units, all of which are currently rented at market-rate. The Applicant request that pursuant to Subsection XII-1-4.03 that Council approve this alternate method of compliance, which requires the City Council to find that such alternate method of compliance meets the purpose of the AHO. In addition, per Section 4 (Exceptions to On-Site Development of 15 Percent Affordable Units) of the AHO, all ownership projects proposing an alternative means of compliance must meet two findings:

1. The development as proposed with the exception as provided pursuant to this Section would further the City's low and/or moderate income housing goals as contained in the Housing Element; and

2. The development with the exception either (i) will result in at least two of the following;
    a. The development of a larger number of deed-restricted affordable units than would be created under the on-site requirement;
    b. The development of a larger number of deed-restricted affordable bedrooms than would be created under the on-site requirement;
    c. The development of a larger amount of deed restricted affordable living area than would be created under the on-site requirement;
    d. The development of deed-restricted affordable units at a lower average income target as compared to the affordable units that would be created under the on-site requirement;

    or (ii) will provide other community benefits that exceed the benefit of constructing on-site affordable units.

While the Project does not propose BMR units within the Project site (Lot 3), the Project site is one of the four sites within The Fields/District development, and the affordable units will be provided within the larger development of which this specific Project is a part. Therefore, under

the unique circumstances of this particular project and method of compliance, the above findings can apply (and not necessarily the additional findings for off-site projects in Section XII-1-4.01).

The Project proposes to provide a larger number of deed-restricted affordable units (Finding 2.a) and some of those units at a lower income level (Finding 2.d) than would be created under the on-site requirement. Of the 22 BMR rental units, 18 would be at the low-income level and 4 would be at the very low-income level. Of the 18 low-income units, 15 are proposed as part of this alternative means of compliance with the AHO, and of the 4 very low-income units, 3 are proposed as part of this alternative means of compliance with the AHO. As such, the Project proposes an alternative means of compliance consisting of 18 instead of 17 BMR units, 3 of which would be at the very low- instead of low-income level. The Project proposes to reserve the remaining BMR units (3 low- and 1 very low-income) as a public benefit as part of the proposed Development Agreement. The Applicant requests that the City Council find that this alternate proposal is compliant with the AHO and provides a greater number of affordable units at a lower income level than what would otherwise be produced in the onsite development of the townhomes. The Applicant also points out that these affordable rental units are already constructed and can be made available to qualifying low- and very low-income households as they come open for lease, whereas the onsite construction of the townhomes project may take several years and therefore present a less immediate source of affordable housing.

The Project as proposed would also further the City's low and/or moderate income housing goals as contained in the Housing Element, which includes policies that prioritize the development of low- and very low-income levels. Additionally, the Housing Element Sites Inventory anticipated 357 market-rate units on this site based on the previous entitlement. While the Project would result in 238 fewer market-rate units than anticipated, it would provide 22 low-/very low-income units, which were not anticipated in the Sites Inventory for this site. Historically, the City has exceeded its Regional Housing Needs Allocation (RHNA) for market-rate but struggled to meet its RHNA for the low- and very low-income levels.

Furthermore, while the Project would provide smaller apartments instead of townhouse BMR units, these units would be at the low-/very low-income levels, providing greater rental savings for the Milpitas community relative to that of moderate-income units. The applicant has also demonstrated how the 18 low-/very-low apartments units are equivalent to or exceed the construction cost or value of 17.35 moderate townhomes. See the attached Affordable Housing Equivalency Analysis for more information.

***Density Bonus Permit***

State Density Bonus Law (Gov. Code § 65915 et seq.) incentivizes affordable housing by offering developers certain benefits. According to State Density Bonus Law (SDBL), developers that reserve "*at least 10 percent of the housing units restricted to lower income residents*" are entitled to waivers, concessions, and incentives (which include parking reductions). The city cannot deny a waiver, concession, or incentive unless it can demonstrate the exception will not *result in an identifiable cost reduction* for the project, *have a specific adverse impact upon public health and safety* (per Section 50052.5 of the California Health and Safety Code), *would be prohibited by CEQA* (Pub. Resources Code, § 21000 et seq.), or otherwise be *contrary to state or federal law*.

While the Project is not reserving at least 10 percent of the proposed housing units for lower income residents onsite, the State Density Bonus Law permits local jurisdictions to provide incentives or concessions allowed under the law even where a development may otherwise not be entitled to such incentives or concessions. As such, the City could allow the Applicant to request incentives or concessions for the Project through the DA. Therefore, the applicant is requesting the following incentives or concessions:

1. A reduction in the commercial requirement; and
2. A reduction in the sidewalk width requirement.

The MXD2-Metro zoning district requires ground floor retail and active uses on 80% of frontages on any one blockface along Activity Streets as identified in the Metro Plan. The Metro Plan identifies three of the Project site's frontages as Activity Streets, along the west, south, and east frontages. Since the Project only proposes active uses along Market Steet to the south, a waiver is required to reduce the commercial requirement for the Project accordingly. The Metro Plan also requires a minimum 18-foot-wide sidewalk along Activity Streets. However, the proposed sidewalks along the three Activity Streets range from 8 to 10 feet in width.

Both concessions are necessary to make the project economically feasible for the applicant to build since meeting the commercial requirement and minimum sidewalk width requirement would significantly increase the Project cost and affect the core townhomes project that the Applicant wishes to market. The Applicant has provided a project narrative stating why the incentives or concessions are needed and appropriate, as seen in Attachment F.

***Development Agreement***

A Development Agreement (DA) is needed to provide certainty regarding the applicable development standards. The California Legislature adopted the Development Agreement Statute (Section 65864 et seq. of the Government Code) to strengthen public planning, encourage private participation, and reduce development risks. This statute allows cities to enter binding agreements with property owners, establishing certainty as to the development standards and right for a particular project and thereby encouraging investment and redevelopment. On May 6, 1997, the City Council adopted Resolution No. 6642, which sets forth comprehensive procedures and requirements for the institution of development agreements.

The Project is eligible for a Development Agreement because it is a large-scale multifamily residential project and part of a multi-phased master-planned development requiring significant front-end investment and multiple years to complete construction, and otherwise requires long-term certainty on the part of the Applicant, at least for the three-year term (up to a seven-year term with options) of the currently proposed DA. This DA would provide certainty and direction for development to allow the completion of the last aspect of the District/Fields development.

Through the proposed Agreement, the landowner and City would preserve the minimum residential density previously allowed for the subject property under the TASP (30 dwelling units per acre), and thereby allow for the proposed development with additional construction and improvements only allowable through the benefit of this DA.

In consideration, the landowner shall provide the following offsetting public benefits to the City:

1. Payment of Four Hundred Thousand Dollars ($400,000) as a voluntary contribution to the City and community benefit to fund City services and infrastructure improvements at the discretion of the Council, payable at the time of issuance of final occupancy or after 3 years, whichever comes first; and
2. Conversion of 3 low- and 1 very low-income units within the adjacent Gideon development beyond the affordable units provided for AHO compliance, to be restricted to affordable rents prior to the issuance of building permits and rented to qualifying households within 2 years.

These community benefits are meant to offset the community impacts of the DA, which staff anticipates will at least include additional transportation and other programing or infrastructure required by locating additional residential units further away from this location and the extensive infrastructure and public/private amenities next to it, including the Great Mall and the Milpitas Transit Center.

The proposed DA allows redevelopment of an underutilized site, which has long been vacant as the rest of The Fields/District development has been constructed under the previous TASP standards. The Milpitas Metro Specific Plan, which was adopted in 2023 well after amendments to the previous entitlement for this site, increased the minimum density under the TASP from 30 to 40 dwelling units per acre, which is difficult to meet under current market conditions. The proposed DA will hold these standards open for a period of three (3) years, up to seven (7) years with options, should further redevelopment of the site be sought during this period. If changes are proposed beyond what is defined as "Insubstantial Modification" in the DA, the Project would need to be re-entitled in conformity with then current development standards.

***No Net Loss Law***

While the proposed DA with the reduced minimum density would result in fewer units to be built on the Project site than anticipated in the Housing Element Sites Inventory (119 vs. 357 units), the No Net Loss Law as codified in Government Code Section 65863 requires a jurisdiction to maintain adequate housing sites to accommodate its remaining unmet RHNA by each income category at all times throughout the entire planning period. If a jurisdiction approves a development of a site identified in its Housing Element Sites Inventory with fewer units than shown in the Housing Element, it must find that the remaining sites have sufficient capacity to accommodate the remaining unmet RHNA by each income level. For the above-moderate income level (i.e., market-rate), the Milpitas 2023-2031 Housing Element identified a total capacity of 4,089 units, which exceeds Milpitas' RHNA obligation of 2,346 units by 1,162 units. Although the Project would result in the loss of 238 market-rate units relative to the anticipated number of units identified in the Sites Inventory, the City currently has more than enough capacity to accommodate its remaining unmet RHNA in this income category. Furthermore, without the proposed DA, given current market conditions, the Project site would likely remain undeveloped beyond the current RHNA cycle (2023-2031), in which case the City would gain no residential units to help meet its RHNA obligations. Additionally, the proposed Project would result in 22

additional lower income units than anticipated in the Housing Element Sites Inventory, with 18 of those units being in the low-income level and 4 being in the very low-income level.

## FINDINGS FOR APPROVAL (OR DENIAL)

A finding is a statement of fact relating to the information that the Planning Commission has considered in making a decision. Findings shall identify the rationale behind the decision to take a certain action. Based on substantial evidence in the public record, Staff has found that the proposed Project is consistent with the General Plan, Zoning Ordinance, and all required Findings.

***Site Development Permit Findings (MMC Section XIII-D.4.020.F(1.a-d) for All Site Development Permits and MMC Section XIII-D.4.020.F(2.a-c) for Specific Projects)***

*1a. The proposed project is consistent with this Title.*

The proposed Project provides 109 townhome residential units, 10 ADUs, nine live/work units, and 22 below-market-rate affordable rental units at an adjacent site, which is consistent with the intent of the MXD2-Metro zoning district. The Project's site design, including setbacks and building height is also consistent with the applicable zoning standards for the MXD2-Metro zone, as demonstrated in Table 4 above. Although the Project does not comply with the density and active commercial requirement of the MXD2-Metro zone, a Density Bonus permit and Development Agreement are proposed to meet the average minimum density of the District area and reduce the commercial requirement, respectively. Therefore, the proposed Project is consistent with this title.

*1b. The proposed use and project are consistent with the goals and policies of the General Plan:*

The proposed multi-family residential Project is consistent with the General Plan land use designation of Milpitas Metro Specific Plan, which encourages high-density, mixed-use, transit-oriented development, especially within the McCandless/Centre Pointe Sub-District. As shown in Table 3 of the staff report, the Project complies with General Plan policies LU 1-4, LU 2-1, LU 5-1, LU 5-3, CD 5-5, and CD 6-5. The townhome product type offers a family-sized housing option that is distinct from the higher-density stacked-flat apartment developments that predominate in the Metro Plan area, thereby diversifying the housing stock and providing additional choices for residents who may need more space for family, professional, or personal needs. This Project will develop a currently vacant 5.49-acre parcel, thereby activating an underutilized site and contributing to the fabric of the area. The Project site design, with live/work units oriented toward Market Street, which will provide a unique opportunity to homeowners and business owners, and will create an active ground-floor street presence that integrates with the surrounding streetscape rather than creating an insular or self-contained development. The proposed Project is a medium-density residential infill development that will complete The Fields/District development and neighborhood. Therefore, the proposed Project is consistent with the goals and policies of the General Plan.

*1c. The project will not be detrimental to public health, safety, and general welfare:*

The proposed townhome development is compatible with existing and planned land uses in the vicinity. The McCandless District of the Metro Plan is characterized by "high-density mixed-use development along larger, busier streets in the northern area and lower density townhouse development in the central area". The development is compatible with the surrounding mixed-use development within The Fields/District area and the broader McCandless/ Centre Pointe Sub-District. The Project will not create adverse impacts on adjacent properties with respect to noise, traffic, light, or other environmental factors beyond those previously analyzed and addressed in the original TASP Environmental Impact Report and subsequent Addendum. The site plan also demonstrates adequate internal circulation, emergency vehicle access, and pedestrian connectivity. A traffic analysis has been prepared demonstrating the Project's anticipated traffic generation can be accommodated by the existing street network. Transportation and Fire staff have also reviewed the Project plans and are requiring conditions of approval to ensure adequate emergency vehicle access and have confirmed that the internal private streets and driveways adequately serve the development. Therefore, the Project will not be detrimental to public health, safety, and general welfare.

*1d. The proposed project is in compliance with the provisions of California Environmental Quality Act (CEQA):*

The proposed Project includes the development of 109 multi-family residential units and 10 Accessory Dwelling Units within an urban and mixed-use zoned area. With the proposed Development Agreement and density bonus concessions, the proposed Project meets the Metro Specific Plan zoning regulations and is consistent with the policies established in the original TASP Environmental Impact Report as well as Metro Specific Plan Subsequent EIR (SCH#2006032091). The Project is also a residential development within and subject to a Specific Plan. Therefore, the Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15182 (Projects Pursuant to a Specific Plan).

*2a. The proposed use and project are consistent with the goals and policies of any Specific Plan, if applicable:*

The proposed Project includes the development of 109 multi-family residential units and 10 Accessory Dwelling Units, which helps implement the range of uses and development standards as set forth in the Metro Specific Plan, particularly within the Residential Retail High Density Mixed Use (RRMU) Specific Plan land use designation. The RRMU classification allows residential-only development to have a density range between 40 to 85 units per acre; however, the proposed Development Agreement would preserve the minimum residential density of 31 units per acre previously allowed for the subject property under the Transit Area Specific Plan (TASP). The current Project is proposed at a residential density of approximately 20 units per acre, which is well below the minimum allowed density within the Metro Specific Plan; however, with density averaging across The Fields/District development, the Project meets the TASP minimum density of 31 units per acre average. Furthermore, the Project would contribute to the Metro Plan vision of creating a complete and unique urban neighborhood, which includes a mix of residential and retail uses, affordable housing, a variety of shared

public spaces, and a strong sense of place with quality architecture and key landmarks. The Project would develop a currently vacant parcel into new housing, including affordable units, that supports the transit-oriented neighborhood envisioned by the Metro Plan. The inclusion of nine live/work units along Market Street also introduces a mixed-use component that supports the Metro Plan's goal of providing neighborhood services and a balance of jobs and housing near transit. The Project's location within the McCandless District is also consistent with the established pattern of townhome development in this subdistrict.

*2b. The proposed siting, form, architectural style, materials, and other elements of multi-family residential and mixed-use developments are consistent with City Objective Design Standards:*

The proposed Project is designed in a Northwest Contemporary architectural style, incorporating clean, boxy massing, flat and low-slope roofs, large black-framed windows, and a mixed-material façade. The building massing is articulated through projections and recesses at adjacent townhomes, as well as staggered balconies that help break up the length of the structures, while top-level terraces create a stepped-back effect that reduces the overall sense of verticality. The residences are arranged in a multi-story townhome format, generally three and four levels tall, maximizing vertical space with parking and entry at the ground level, main living areas on the second and third floors, and bonus or entertaining rooms opening onto large covered terraces at the top level to take advantage of light and views. The roof design combines shed roofs, flat balcony and terrace roofs, and curved sloping roofs at prominent elements, creating a dynamic contemporary roofline. Large windows enhance natural light and provide expansive views throughout the development. Exterior materials consist primarily of stucco with lap siding accents for added texture, while brick at the ground floor introduces a natural element that helps ground the modern aesthetic. The color palette draws from coastal tones, including whites, cool grays, blues, and green-blues, complemented by the warmer earth tones of the brick. The proposed architectural style complements the surrounding neighboring residential developments and meets the intent of the City's Objective Design Standards as shown in Table 5, thus meeting this finding.

*2c. The proposed siting, form, and architectural style of single-family residential, commercial, and industrial developments are appropriate for the project site and surroundings and create a visually cohesive design, and are consistent with all applicable design standards in this Title:*

The above finding is not applicable to the Project, which is a multi-family development.

***Conditional Use Permit Findings (MMC Section XIII-D.4.030)***

1. *The proposed use is consistent with the goals and policies of the General Plan;*

See Site Development Permit Finding 1.b above.

2. *The proposed use is consistent with the goals and policies of any Specific Plan if applicable;*

See Site Development Permit Finding 2.a above.

3. *The proposed use is appropriate for the zone in which it is located, is compatible with uses allowed in the zone, and complies with all other applicable provisions of this Title;*

The proposed residential townhome development will not be detrimental or injurious to property or improvements in the vicinity nor to the public health, safety, and general welfare. The Project site is a vacant, undeveloped parcel located within the McCandless District of the Metro Specific Plan area, which is planned and zoned for high-density, transit-oriented residential development. The surrounding area includes existing residential and mixed-use developments to the west and south of the Project site, and a well-established commercial shopping center to the north across from Great Mall Parkway. Therefore, the Project will complete the neighborhood by contributing to and diversifying the existing housing mix with ADUs and live-work units. Moreover, the McCandless Subdistrict specifically calls out townhomes as part of the Metro Plan's vision. The residential units of the proposed Project are compatible with the neighboring commercial uses as residents will be able to shop nearby and/or using the Milpitas Transit Center to commute to work. Furthermore, with the density bonus concessions and Development Agreement, the Project complies with all applicable zoning and development standards in this Title. The Project has also been designed to comply with all applicable building, fire, and safety codes, and conditions of approval will be imposed to ensure ongoing compliance.

4. *The proposed use will not be materially detrimental to the health, safety, and welfare of the public or the property and residents in the vicinity;*

See Site Development Permit Finding 1.c above.

5. *The subject site is physically suitable for the use being proposed, including access and utilities;*

The proposed 5.49-acre Project is adequate in size and shape to accommodate the proposed 109 townhome units and 10 ADUs, including all required setbacks, parking, landscaping, and open space. The Project provides two-car garages for each residential townhome, an approximately 28,000 square-foot urban plaza to be used for public open space, and sufficient setbacks and public rights-of-way, which meet the applicable standards of the MXD2-Metro zone. The site plan also demonstrates adequate internal circulation, emergency vehicle access, and pedestrian connectivity. A traffic analysis has been prepared demonstrating the Project's anticipated traffic generation can be accommodated by the existing street network. Transportation and Fire staff have also reviewed the Project plans and are requiring conditions of approval to ensure adequate emergency vehicle access and have confirmed that the internal private streets and driveways adequately serve the development. The Project will connect to existing utilities via tie-ins along McCandless Drive to the west and Great Mall Parkway to the north.

6. *The design, location, size, and operating characteristics of the proposed use are compatible with existing and reasonably foreseeable future land use and circulation in the vicinity;*

The Project site is located at the intersection of Great Mall Parkway and McCandless Drive. Great Mall Parkway is an arterial street, while McCandless Drive is a collector street. The site is within half a mile of the Milpitas BART station and VTA light rail stations, providing

excellent multi-modal transit access. A traffic analysis has been prepared demonstrating the Project's anticipated traffic generation can be accommodated by the existing street network. Furthermore, the Project would result in a significant decrease in the number of residential units from what was previously analyzed through the Environmental Impact Report for the Milpitas Metro area. Generally, a lower level of development results in fewer environmental impacts related to public services, utilities, natural resources, local vehicular traffic, and other impact categories. Therefore, the design, location, size, and operating characteristics of the Project are suitable for the Project site and compatible with the surrounding area. The Metro Specific Plan also envisions a mix of housing and pedestrian-oriented environment in this area, which the Project will help fulfill by introducing medium-density housing with ADUs, affordable housing, and live-work units to complete The Fields/District development.

7. *The proposed project is in compliance with the provisions of California Environmental Quality Act.*

The proposed Project includes the development of 109 multi-family residential units and 10 Accessory Dwelling Units within an urban and mixed-use zoned area. With the proposed Development Agreement and density bonus concessions, the proposed Project meets the Metro Specific Plan zoning regulations and is consistent with the policies established in the original TASP Environmental Impact Report and Metro Specific Plan Subsequent EIR (SCH#2006032091). The Project is also a residential development within and subject to a Specific Plan. Therefore, the Project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15182 (Projects Pursuant to a Specific Plan.

***Density Bonus Findings (California Government Code Section 65915)***

1. *The maximum allowable base density specified in the General Plan, including any other permitted increases to density.*

   The proposed Project includes 109 townhome units, equaling a residential density of approximately 20 dwelling units per acre (du/ac), which does not meet the allowed minimum density of 40 du/ac in the MXD2-Metro zoning district. However, previous approvals established the use of density averaging across The Fields/District development, allowing flexibility in the distribution of units among the various lots. Furthermore, the proposed Development Agreement would preserve the minimum residential density of 31 du/ac previously allowed for the subject property under the Transit Area Specific Plan (TASP). Therefore, with density averaging across The Fields/District development, the Project would meet the TASP minimum density of 31 units per acre average.

2. *All affordable units shall be reasonably dispersed throughout the project, shall contain on average the same number of bedrooms as the non-affordable units in the project, and shall be comparable with the non-affordable units in terms of appearance, materials and finished quality. The Planning Commission may recommend to the City Council modifying the requirements as to unit size or type, if it is found that such a modification would better serve the affordable housing need of Milpitas.*

The applicant has proposed to convert 22 existing apartment units from an adjacent mixed-use development from market-rate units to low- and very-low-income affordable units. As most units in the apartment are currently occupied, market-rate units can only be converted to BMR units once the units become vacant or available. The affordable unit sizes and bedroom counts will be identified and approved by the Office Housing Department as meeting the intent of the Affordable Housing Ordinance (AHO) prior to Building Permit Issuance. This has been added as Condition of Approval No. 25 within the attached Resolution. The development will need to have converted 22 existing apartment units to BMR units within the first two years of the Development Agreement's term. Prior to building permit issuance, and not later than one year into the Development Agreement's term, the applicant must execute an agreement with the City imposing appropriate ownership controls on the affordable units as required by the AHO.

Since the market-rate units to be converted to BMR units have already been constructed and are existing, the appearance, materials, and finished quality of BMR units will be the same as those of the remaining market-rate units.

3. *Prior to final building inspection and occupancy for a project containing affordable units, the applicant shall execute and record at the Santa Clara County Recorder's Office the City's Agreement Imposing Restrictions on Real Property, which Agreement shall explain the affordability requirements. The agreement shall be approved by the Milpitas City Attorney prior to recordation.*

   The Project has been conditioned to provide an agreement to the City of Milpitas explaining the affordability requirements, processes and procedures, to the satisfaction of the Milpitas City Manager prior to the release of final Certificate of Occupancy.

4. *Retaining Affordability. A developer shall agree to, and the City shall insure continued affordability of, all lower- or very low-income density bonus units for thirty (30) years or a longer period of time, if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program.*

   Prior to final building inspection and occupancy for the Project containing affordable units, the applicant shall execute and record at the Santa Clara County Recorder's Office the City's Agreement Imposing Restrictions on Real Property, which Agreement shall explain the affordability requirements, including continue affordability for low- and very low-income households. The agreement shall be approved by the Milpitas City Manager prior to recordation.

5. *Affordable Rents. Those units targeted for lower-income households, as defined in Section 50079.5 of the Health and Safety Code shall be affordable at a rent that does not exceed thirty (30%) of sixty (60%) percent of the Santa Clara County median income. Those units targeted for very low-income households, as defined in Section 50105 of the Health and Safety Code, shall be affordable at a rent that does not exceed thirty (30%) of fifty (50%) percent of County median income.*

   Although the Project proposes for-sale townhomes dwelling units for sale, the applicant proposes to convert 22 existing market-rate apartment units from the adjacent mixed-used

development to 18 low- and 4 very low-income units to meet the City's Affordable Housing Ordinance through an alternative means of compliance, which requires City Council approval. The Project will be subject to an affordable housing agreement, which must be approved by the City and executed prior to the release of final Certificate of Occupancy. The agreement will require the low- and very low-income units to be available at a rent that does not exceed the maximum limits established in Section 50079.5 of the Health and Safety Code. As apartment units in the Gideon development become vacant or available, the applicant will be required to deed restrict and rent those units in compliance with the affordable housing agreement and in a manner that meets the intent of the City's Affordable Housing Ordinance.

6. *Relation to Statute. Density bonus requirements not specified in these regulations shall be governed by the State Density Bonus Law, Government Code section 65915, et seq.*

   The applicant has identified and requested bonus concessions held within the State Density Bonus Law, and the Planning Department supports this request. As such, the applicant is requesting the following concessions: a decrease in required ground floor retail within the MXD2-Metro zoning district, and a decrease in the required Large Retail Storefront sidewalk, as stated within the Metro Plan. The MXD2-Metro zone requires that "ground floor retail and active uses" are required on 80% of frontages on any one blockface along Activity Streets as identified within the Metro Plan. The Metro Plan identifies three of the Project site's frontages as Activity Streets, along the west, south, and east frontages. Since the Project only proposes active uses along Market Street to the south, a concession is required for this standard. The Metro Plan also identifies Activity Streets as having a 18-foot sidewalk. Due to the nature of the townhome development and the size of the lot, this requirement would be infeasible to the developer, so a concession is requested for this as well.

***Tentative Map Findings***

1. *The tentative subdivision map is consistent with the General Plan.*
   The Vesting Tentative Map is necessary for the proposed multi-family residential Project, which is consistent with the General Plan land use designation of Milpitas Metro Specific Plan (Metro Plan), which encourages high-density, mixed-use, transit-oriented development within the McCandless/Centre Pointe Sub-District. As shown in Table 3 of the staff report, the Project complies with General Plan policies LU 1-4, LU 2-1, LU 5-1, LU 5-3, CD 5-5, and CD 6-5. The Vesting Tentative Map is also necessary for the development of a currently vacant 5.49-acre parcel, thereby activating an underutilized site and contributing to the existing neighborhood fabric of the area and complete The Fields/District development and neighborhood. Therefore, the Vesting Tentative Map is consistent with the goals and policies of the General Plan.

   Furthermore, the Project is consistent with the Milpitas General Plan as demonstrated and outlined in Table 3 above.

2. *None of the conditions identified in California Government Code Section 66474 existing, to wit:*

a. *The proposed map is not consistent with applicable general and specific plans as specified in Government Code Section 65451.*

The proposed Project includes 109 townhome units, equaling a residential density of approximately 20 dwelling units per acre (du/ac), which does not meet the allowed minimum density of 40 du/ac in the MXD2-Metro zoning district. However, previous approvals established the use of density averaging across The Fields/District development, allowing flexibility in the distribution of units among the various lots. Furthermore, the proposed Development Agreement would preserve the minimum residential density of 31 du/ac previously allowed for the subject property under the Transit Area Specific Plan (TASP). Therefore, with density averaging across The Fields/District development, the Project would meet the TASP minimum density of 31 units per acre average.

b. *The design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.*

The design and improvements of the Vesting Tentative Map are consistent with the General Plan in that it would allow for multifamily residential development with associated public improvements, which are consistent with the applicable General Plan goals and policies as described in Tentative Map Finding 1. The Project is also consistent with the policies associated with the Milpitas Metro Specific Plan (Metro Plan), as identified in Tables 4 and 5, except for the commercial component along Activity Streets, which is allowed per State Density Bonus Law. The Project site is located within the McCandless District of the Metro Plan, which is characterized by high-density mixed-use development along larger, busier streets in the northern area and lower density townhouse development in the central area of the District. The Vesting Tentative Map would allow for development that is compatible with and would complete the surrounding neighborhood consistent with the Metro Plan's vision for the McCandless District.

c. *The site is not physically suitable for the type of development.*

The Project site is surrounded by property designated for mixed-use development under the City's General Plan and zoned for this type of development under the Metro Plan and MXD2-Metro zones. The proposed Project is also known as Lot 3 within the larger The Fields/ District development, which is nearly built-out and already developed with 762 residential units and over 71,000 square feet of commercial/retail space. The proposed Project will add 119 dwelling units with the included ADUs and will complete The Fields/District development. In addition, the site is suitable for the proposed townhome development based on the location and physical attributes of the site. The site is located in an urban context suitable for multifamily development and is approximately 5.49 acres in size, which is sufficient to accommodate the development. The Vesting Tentative Map includes the necessary infrastructure improvements to adequately serve the site from a transportation and utilities perspective.

d. *That the site is not physically suitable for the proposed density of development.*

The Project site is suitable for the proposed medium density townhome development based on the location and physical attributes of the site. The site is located in an urban context suitable for medium density multifamily development and is approximately 5.49 acres in size, which is sufficient to accommodate the proposed density of development. The Vesting Tentative Map includes the necessary infrastructure improvements to adequately serve a multifamily residential development at the proposed density.

*e. The design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

The Project, including the subdivision and its associated improvements, is located within a heavily urbanized area and is surrounded by a mixture of commercial and mixed-use development. Therefore, it will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

*f. The design of the subdivision or type of improvements is likely to cause serious public health problems.*

The Project, including the subdivision and its associated improvements, has been designed in a manner that will not cause serious public health problems. The Project has been reviewed by the Building, Housing Fire, Land Development, Traffic, Public Works, and Solid Waste Departments. The Vesting Tentative Map includes various public improvements in the public rights-of-way related to transportation and utilities to ensure the Project will be adequately serviced and thereby preserve public health and wellness. Public improvements include utility services such as water, wastewater, storm drain, gas, electrical, and telecommunications. Pavement restoration along the project frontage on McCandless Drive, Center Pointe Drive, and Great Mall Parkway per City Standards will be required as part of the Project. Project frontage along Great Mall Parkway will have a new 10-foot sidewalk and 11 feet of landscaping. Project frontage along McCandless will maintain the existing 8-foot sidewalk and provide between 10 and 16 feet of landscaping. Project frontage along Market Street will have a new 8-foot sidewalk and 12 feet of landscaping. Lastly, frontage along Centre Pointe will have a new 8-foot sidewalk and approximately 12 feet of landscaping.

*g. The design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.*

Upon review of the subdivision map, it has been determined that the design of the subdivision or the type of improvements will not conflict with any easements acquired by the public at large, for access through or use of, property within the proposed subdivision. Existing easements include public service utility easements throughout the perimeter of the site as well as a 20-foot PG&E easement that cuts through the middle of the site. All utility easements will be located within or near public rights-of-way and the 20-foot PG&E easement will be quitclaimed or

removed as part of this development. Therefore, the proposed subdivision and relevant improvements will not conflict with easements or access to the property.

***Development Agreement Findings (MMC Section XIII-D.14.050)***

The proposed Project is considered to be eligible for a Development Agreement per City Council Resolution No. 6642 Sections 2.3(a) and 2.3(c), regarding acreage and general welfare of the community. Although the Project site is under 10 acres, The District encompasses multiple lots totaling over 20 acres. Furthermore, the public health, safety and general welfare of the citizens of City will best be served by accepting an Application for consideration by the Planning Commission and City Council. The Development Agreement will facilitate the final step in a large development that has taken many years to complete and activate an otherwise vacant lot that has remained underutilized during that time while establishing affordable housing close to public transportation and other infrastructure and amenities that will particularly benefit lower income households.

1. *The Development Agreement is consistent with the goals, policies, general land uses, and programs specified in the General Plan;*

   The proposed Development Agreement (DA) would further the General Plan goals and policies by allowing for the proposed Project with additional construction and improvements only allowable through the benefit of this DA. The Project would provide a mix of townhomes, accessory dwelling units, and live-work units in proximity to the Milpitas Transit Center, which is consistent with the General Plan's vision for the Metro Specific Plan area. Furthermore, as part of DA and as a public benefit, the Project would provide low- and very-income level units beyond what is required by the Affordable Housing Ordinance, which will help the City achieve its affordable housing goals in its Housing Element. Lastly, the DA also includes a voluntary $400,000 contribution to the City as a community benefit, which can be used to fund City services and public improvements identified in the General Plan.

2. *The Development Agreement is consistent with any Specific Plan, if applicable;*

   The proposed Project is located within the Milpitas Metro Specific Plan (Metro Plan, formerly TASP). The Metro Plan envisions the McCandless Subdistrict with high-density mixed-use development along larger streets and lower-density townhouse developments. The proposed DA would allow for the proposed Project, which includes a mix of housing types (townhomes, ADUs, and live-work units) that are aligned with the Metro Plan's vision for this subdistrict. The live-work units would also contribute to the pedestrian-oriented, vibrant atmosphere envisioned along Market Street. Lastly, the DA includes a public benefit of four low- and one very low-income units, which would provide lower-income affordable housing near public transit, which is another goal of the Metro Plan.

3. *The Development Agreement and accompanying development maps, plans, and other supporting information are compatible with the uses authorized in, and the performance and development standards prescribed for, the zone in which the subject parcel or site is located;*

   The DA would allow for the Project site to be developed with multifamily residential development, which is permitted by-right in and consistent with the intent of the MXD2-

Metro zoning district. The purpose of the MXD2-Metro zoning district is to create and enhance areas with a mix of retail, restaurant, entertainment, and commercial service uses on the ground floor and residential or office uses on upper stories, while maintaining a pedestrian-oriented streetscape. Although the Project does not comply with the density and active commercial requirement of the MXD2-Metro zone, the DA would preserve the previously applicable minimum density in the TASP (30 du/ac), which the Project complies with once density averaging is applied throughout The Fields/District development. A waiver through the Density Bonus Permit would also reduce the commercial requirement for the Project, which is being met through the live-work units. Therefore, the proposed DA and accompanying development are compatible with the uses allowed in the applicable zoning district.

4. *The Development Agreement is in conformity with and will promote public convenience, general welfare, and good land use and development practices;*

   The proposed DA promotes public convenience and general welfare by providing affordable housing (four low- and one very low-income units) within walking distance of the Milpitas BART station and VTA light rail. These deed-restricted affordable units will not only provide rental savings over 55 years to the Milpitas community but also provide housing options near public transit for disadvantaged persons who are often dependent on public transit. Furthermore, the DA would allow for the proposed Project, which includes ADUs and live-work units. ADUs provide yet another affordable option for prospective tenants and allows homeowners to collect rental income by renting out their ADUs to tenants. Meanwhile, live-work units provide much-needed housing for artists, artisans, and small business owners and entrepreneurs in a convenient location.

5. *The Development Agreement shall be shown to be of greater benefit to the community than development absent the Development Agreement;*

   The proposed Development Agreement would provide a one-time voluntary $400,000 contribution and the conversion of 4 low-income and 1 very low-income apartment units within the adjacent Gideon development as a community benefit to offset the loss of market-rate units, which would result from preserving the lower minimum residential density previously allowed for the subject property under the TASP (30 du/ac) rather than applying the minimum density in the Metro Specific Plan (40 du/ac). While allowing a lower density Project through a DA would result in fewer units on the subject property, the Project would provide affordable units at a lower income level than would otherwise be provided, which provides a significant public benefit to the Milpitas community through rental savings for future tenants.

6. *The term or duration of the Development Agreement has a commensurate relationship to the benefit(s) provided;*

   The proposed DA has an initial term of three (3) years. Commencement of construction within 3 years from the Effective Date would vest the DA. "Commencement" would include the property owner/ applicant having been issued a building, demolition, and/or grading permit. Two 2-year extensions may be granted by the City provided that the property owner/ applicant is not in default of its obligations under the DA. The term of

the DA is commensurate to the benefit provided in that the term is sufficient to allow for construction of the Project and implementation of the proposed public benefit.

7. *The Development Agreement contains the mandatory provisions specified in California Government Code Section 65865.2 and any other terms required by Council;*

   Government Code Section 65865.2 requires that a Development Agreement include the duration of the agreement, the permitted uses of the property, the density, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. The proposed DA meets this requirement by including all of the aforementioned provisions.

8. *The Development Agreement complies with all other applicable requirements of California Government Code Section 65864 et seq.*

   The Planning Commission is scheduled for public hearing on May 6, 2026 and the City Council is scheduled to consider the Development Agreement and Project for approval on May 19, 2026.

## ENVIRONMENTAL REVIEW

The City conducted an environmental assessment in accordance with the California Environmental Quality Act (CEQA) and determined that the proposed Project is categorically exempt from CEQA in accordance with CEQA Guidelines Section 15182 (Residential Projects Pursuant to a Specific Plan) and is consistent with the Addendum to the Transit Area Specific Plan (TASP) Final Environmental Impact Report (FEIR). CEQA Guidelines Section 15182 exempts further environmental review for a predominantly residential project that is generally in conformity with a specific plan, provided that an EIR was certified for the Specific Plan after January 1, 1980, the Project is a residential project (or predominantly residential in nature), that the Project is consistent with the Specific Plan, and that no events under CEQA Guidelines Section 15162 have occurred. The TASP EIR (SCH#2006032091) was certified by the Milpitas City Council on June 3, 2008, and was later updated by the Milpitas Metro Specific Plan Subsequent EIR, certified by the Milpitas City Council on February 7, 2023, both of which meet the time frame requirement. The proposed Project consists of 109 townhome dwelling units, 10 ADUs, and nine live/work units, which is considered predominantly residential in nature, meets the residential component of CEQA Guidelines Section 15182. The proposed Project is located within the Metro Plan, and the proposed townhome project with live/work units contributes to the Metro Plan's vision of creating a complete neighborhood within the McCandless District. The Project is found to be consistent with the goals, policies, and development standards of the Metro Plan, as seen in Table 5 above, which meets the Specific Plan component. Lastly, CEQA Guidelines Section 15162 refers to substantial changes proposed in the EIR area that would create significant or substantially more severe impacts. Since the proposed Project involves a decrease in units, decrease in building square footage, and decrease in building height, no instances of CEQA Guidelines Section 15162 could reasonably have been known. Therefore, this Project meets CEQA Guidelines Section 15182.

## PUBLIC COMMENT/OUTREACH

Staff provided public notice for the application in accordance with City and State public noticing requirements. At the time of writing this report, there have been no inquiries from the public. A notice was published in the Milpitas Post on April 24, 2026. In addition, 1,148 notices were sent to owners within 300 feet of the Project site. A public notice was also provided on the Project site, on the City's Website, www.milpitas.gov, and posted at City Hall.

## RECOMMENDATION

STAFF RECOMMENDS THAT the Planning Commission:

1. Open the Public Hearing to receive comments;
2. Close the Public Hearing; and
3. Adopt Resolution No. 26-010, approving Amendment to Site Development Permit No. SD15-0006, Vesting Tentative Tract Map No. P-TM26-0001, Conditional Use Permit No. UP15-0010, and Density Bonus Permit No. P-DB25-0001, subject to the findings and attached Conditions of Approval.

## ATTACHMENTS

A: Resolution 26-010
B: Project Plans
C: Draft Development Agreement
D: Site Development Permit No. SD15-0006 Planning Commission Staff Report
E: Financial Analysis Report
F: Concession Request Letter



# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

COVER SHEET | CS 1

URBAN ARENA




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

MARKET STREET PERSPECTIVE | CS 2

URBAN ARENA



# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

MARKET STREET PERSPECTIVE | CS 3

URBAN ARENA

# SHEET INDEX


| | |
|---|---|
| COVER SHEET | CS 1 |
| MARKET STREET PERSPECTIVE | CS 2 |
| MARKET STREET PERSPECTIVE | CS 3 |
| SHEET INDEX | INDEX |

## PLANNING

| | |
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| ILLUSTRATIVE SITE PLAN | SP1 |
| OPEN SPACE EXHIBIT | SP2 |
| SITE SECTIONS | SP3 |

## ARCHITECTURE

| | |
|---|---|
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| UA SPLIT PLAN 1 | A1.01 |
| UA SPLIT PLAN 2 | A1.02 |
| UA SPLIT PLAN 3 | A1.03 |
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| 3-STORY CODE ANALYSIS | A3.01 |
| 3-STORY TYPE D4 COMPOSITE PLANS | A3.02 |
| 3-STORY TYPE D4 ELEVATIONS | A3.03 |
| 3-STORY TYPE D5 COMPOSITE PLANS | A3.04 |
| 3-STORY TYPE D5 COMPOSITE PLANS | A3.05 |
| 3-STORY TYPE D5 ELEVATIONS | A3.06 |
| 3-STORY TYPE D6 COMPOSITE PLANS | A3.07 |
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| 3-STORY TYPE D8 COMPOSITE PLANS | A3.13 |
| 3-STORY TYPE D8 COMPOSITE PLANS | A3.14 |
| 3-STORY TYPE D8 ELEVATIONS | A3.15 |

## ARCHITECTURE CONTINUED

| | |
|---|---|
| 4-STORY CODE ANALYSIS | A4.01 |
| 4-STORY TYPE A4 COMPOSITE PLANS | A4.02 |
| 4-STORY TYPE A4 ROOF PLAN | A4.03 |
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## ARCHITECTURE CONTINUED

| | |
|---|---|
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| OPENING CALCULATIONS | A6.06 |
| OPENING CALCULATIONS | A6.07 |
| OPENING CALCULATIONS | A6.08 |

## LANDSCAPE

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| TREE REMOVAL AND REPLACEMENT PLAN | L2 |
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| | |
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| PROPOSED LOTTING PLAN | TM-02 |
| EXISTING CONDITIONS PLAN | TM-03 |
| SITE DEVELOPMENT PLAN | TM-04 |
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| PRELIMINARY STORMWATER TREATMENT PLAN | TM-07 |
| TYPICAL STORMWATER DETAILS | TM-08 |
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| PRELIMINARY SITE ACCESSIBILITY PLAN | TM-12 |


**THE FIELDS - ELION (DISTRICT LOT 3A)**

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

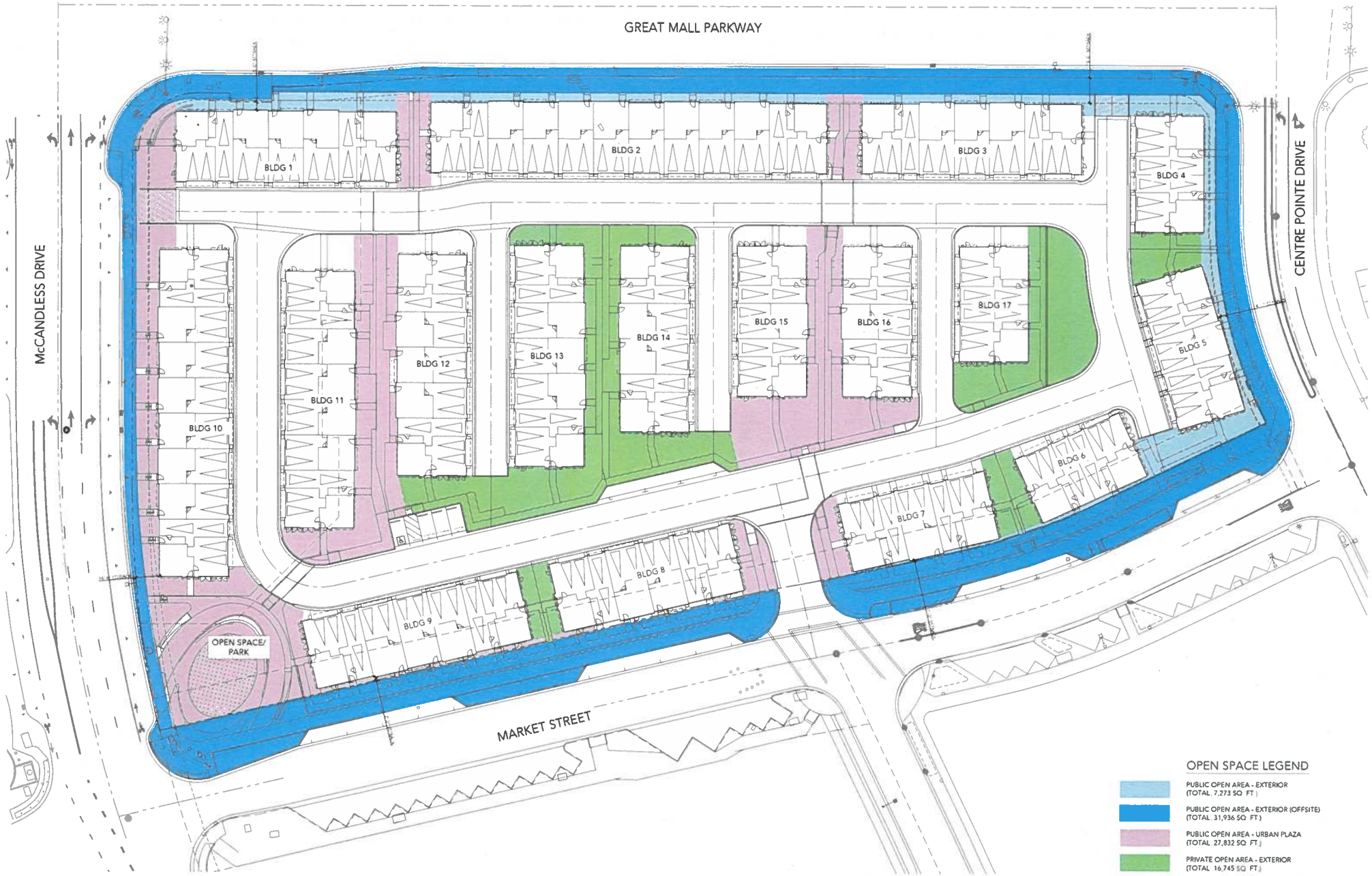
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0 20 40

NORTH

URBAN ARENA

ILLUSTRATIVE SITE PLAN | SP1




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

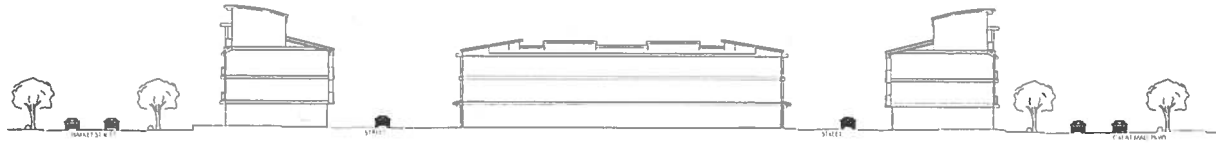
LYON LIVING | 25-041

DATE 04 | 15 | 26

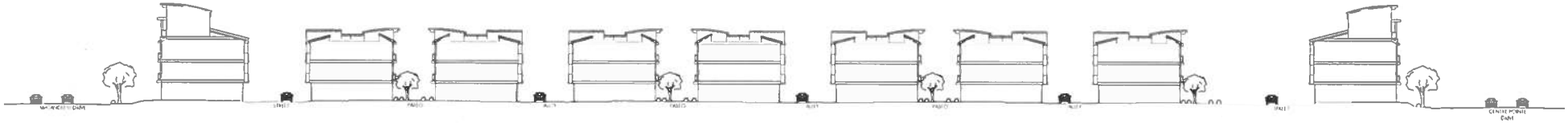
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URBAN ARENA

OPEN SPACE EXHIBIT | SP2



SECTION A



SECTION B




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

1"=20'-0" SCALE

0 20 40

NORTH

URBAN ARENA

SITE SECTIONS | SP3



# THE FIELDS - ELION (DISTRICT LOT 3A)

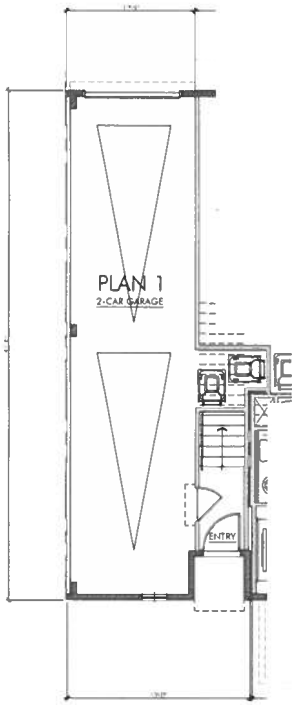
MILPITAS | CALIFORNIA

LYON LIVING | 25-041

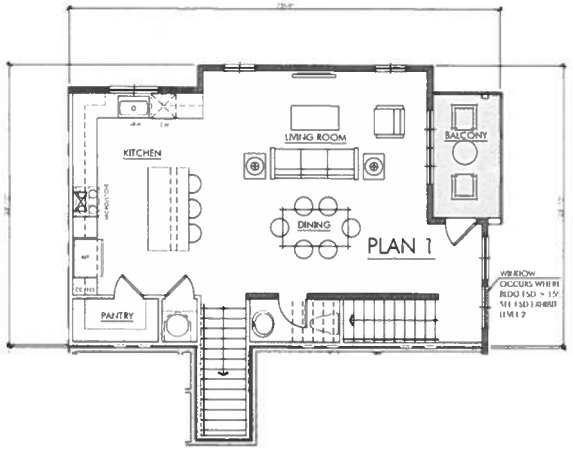
DATE 04 | 15 | 26

UA SPLIT PERSPECTIVE | A1.00

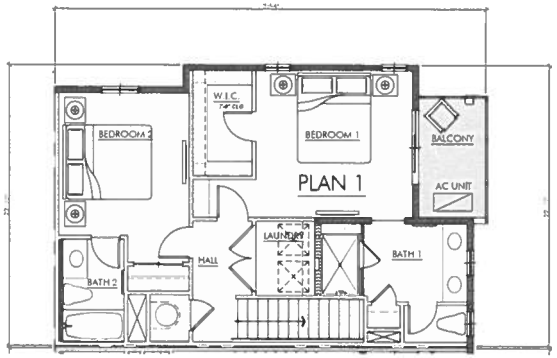
URBAN ARENA




FIRST LEVEL




SECOND LEVEL

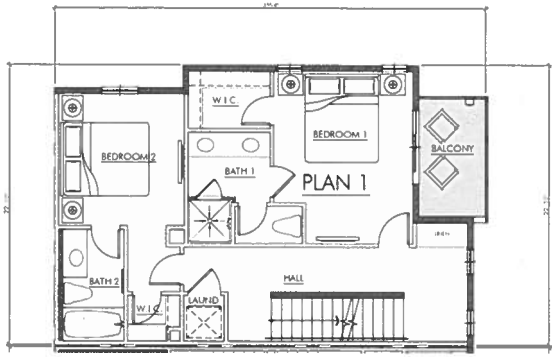



THIRD LEVEL (3-STORY)
AT BUILDING TYPES D&F

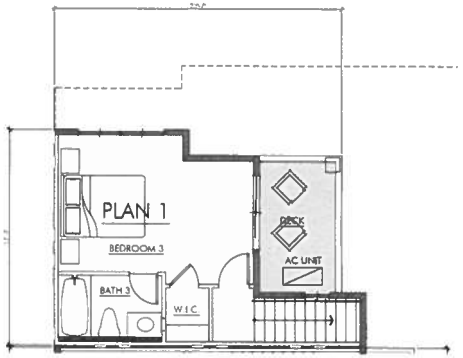
3-STORY

| PLAN 1 • 2 BR/2.5 BA | |
|---|---|
| PLAN 1 • FIRST LEVEL • NET | 41 SQ. FT. |
| PLAN 1 • SECOND LEVEL • NET | 657 SQ. FT. |
| PLAN 1 • THIRD LEVEL • NET | 647 SQ. FT. |
| PLAN 1 • TOTAL NET | 1,345 SQ.FT. |
| PLAN 1 • 2CAR GARAGE • NET | 418 SQ. FT. |
| PLAN 1 • DECKS • NET | 154 SQ. FT. |

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION




THIRD LEVEL (4-STORY)
AT BUILDING TYPES A&F



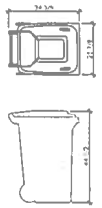

FOURTH LEVEL
AT BUILDING TYPES A&F

4-STORY

| PLAN 1 • 3 BR/3.5 BA | |
|---|---|
| PLAN 1 • FIRST LEVEL • NET | 41 SQ. FT. |
| PLAN 1 • SECOND LEVEL • NET | 657 SQ. FT. |
| PLAN 1 • THIRD LEVEL • NET | 647 SQ. FT. |
| PLAN 1 • FOURTH LEVEL • NET | 282 SQ. FT. |
| PLAN 1 • TOTAL NET | 1,627 SQ.FT. |
| PLAN 1 • 2CAR GARAGE • NET | 418 SQ. FT. |
| PLAN 1 • DECKS • NET | 176 SQ. FT. |

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

NOTE:
ALL BEDROOMS SHALL HAVE AN EGRESS WINDOW WITH A MINIMUM OPENING SIZE OF 5.7 SQ. FT.



96 GAL CART

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

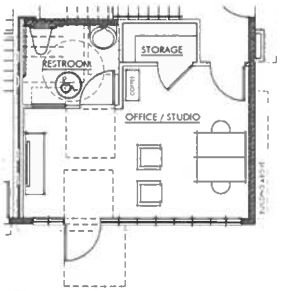
DATE 04 | 15 | 26

1/4" = 1'-0" SCALE

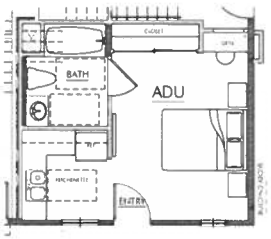
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URBAN ARENA

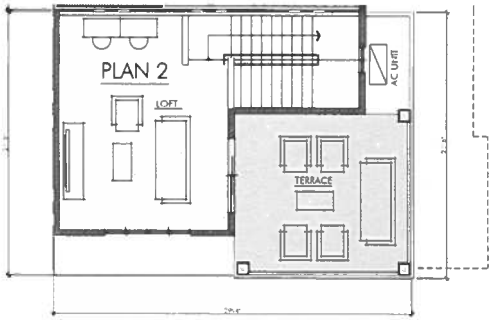
UA SPLIT PLAN 1 | A1.01



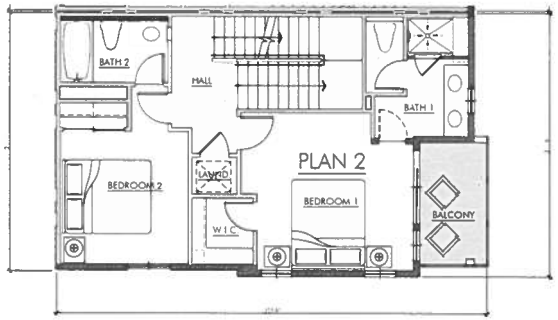

FIRST LEVEL - LIVE/WORK
AT BUILDING TYPES C & C1




FIRST LEVEL - ADU
AT BUILDING TYPES A1 & D1




FOURTH LEVEL
AT BUILDING TYPES A1

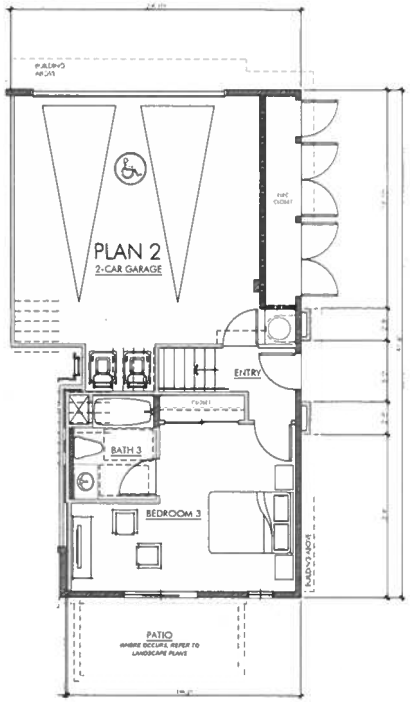



THIRD LEVEL (4-STORY)
AT BUILDING TYPES A1

4-STORY

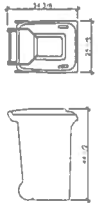
| PLAN 2 • 3 BR/3.5 BA/LOFT | |
|---|---|
| PLAN 2 • FIRST LEVEL - NET | 316 SQ. FT. |
| PLAN 2 • SECOND LEVEL - NET | 516 SQ. FT. |
| PLAN 2 • THIRD LEVEL - NET | 618 SQ. FT. |
| PLAN 2 • FOURTH LEVEL - NET | 314 SQ. FT. |
| PLAN 2 • TOTAL NET | 1,774 SQ. FT. |
| | |
| PLAN 2 • 2-CAR GARAGE - NET | 440 SQ. FT. |
| PLAN 2 • DECKS - NET | 191 SQ. FT. |

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

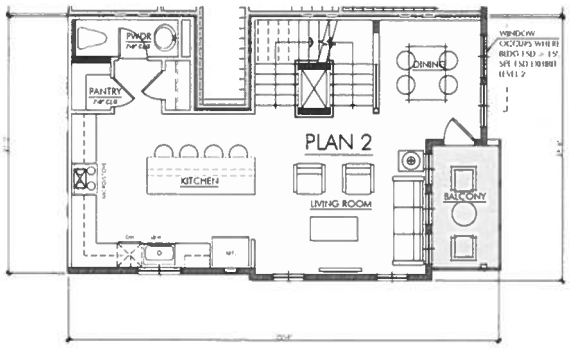



FIRST LEVEL
AT BUILDING TYPES A1 & D1

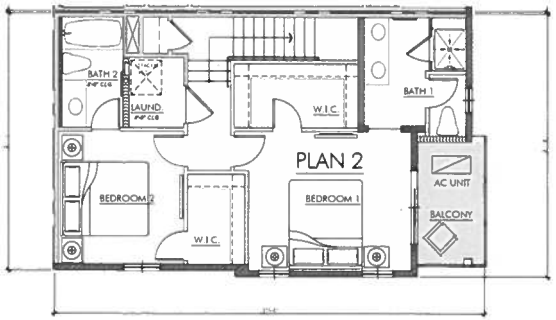




96 GAL CART




SECOND LEVEL




THIRD LEVEL (3-STORY)
AT BUILDING TYPES D1

3-STORY

| PLAN 2 • 3 BR/3.5 BA | |
|---|---|
| PLAN 2 • FIRST LEVEL - NET | 316 SQ. FT. |
| PLAN 2 • SECOND LEVEL - NET | 516 SQ. FT. |
| PLAN 2 • THIRD LEVEL - NET | 618 SQ. FT. |
| PLAN 2 • TOTAL NET | 1,456 SQ. FT. |
| | |
| PLAN 2 • 2-CAR GARAGE - NET | 440 SQ. FT. |
| PLAN 2 • DECKS - NET | 113 SQ. FT. |

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

NOTE:
ALL BEDROOMS SHALL HAVE AN EGRESS WINDOW WITH A MINIMUM OPENING SIZE OF 5.7 SQ. FT.

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

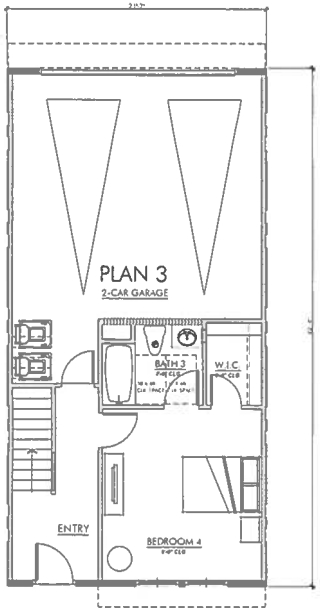
DATE 04 | 15 | 26

1/4" = 1'-0" SCALE

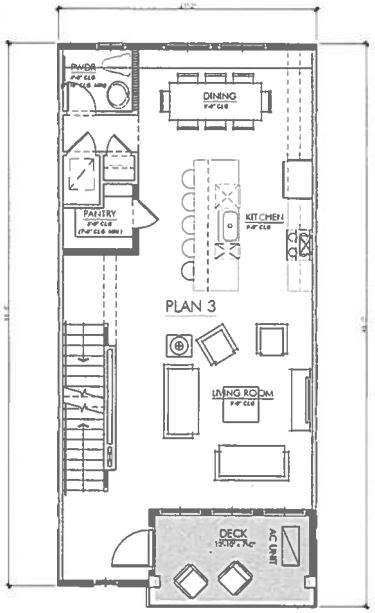
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URBAN ARENA

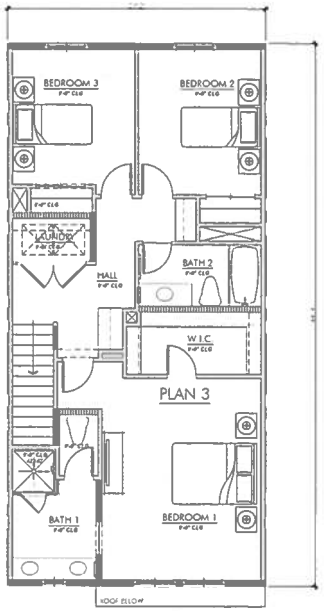
UA SPLIT PLAN 2 | A1.02



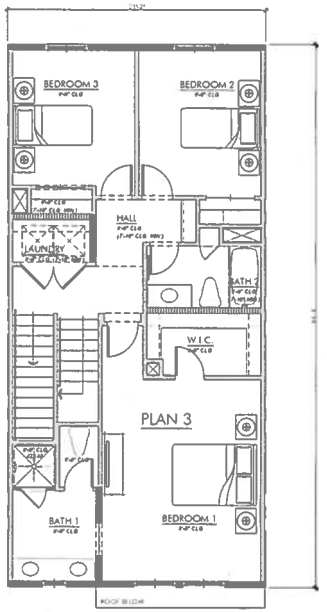

FIRST LEVEL
AT BUILDING TYPES A,B & D



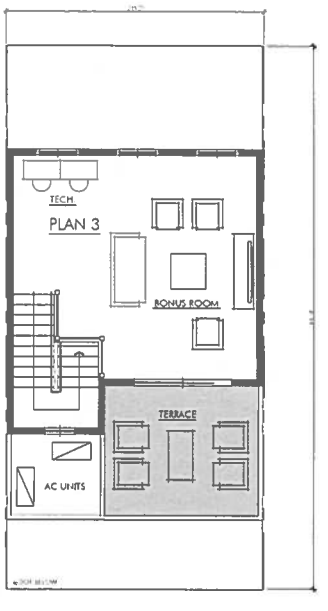

SECOND LEVEL



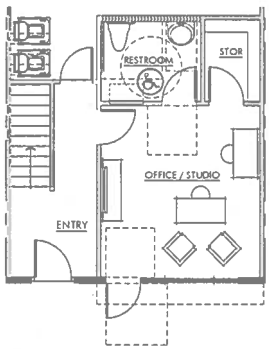

THIRD LEVEL (3-STORY)
AT BUILDING TYPES D



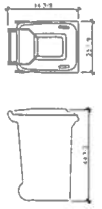

THIRD LEVEL (4-STORY)
AT BUILDING TYPES A




FOURTH LEVEL
AT BUILDING TYPES A




FIRST LEVEL - LIVE/WORK
AT BUILDING TYPES C & C1



96 GAL CART

3-STORY

| PLAN 3 • 4 BR/3.5 BA | |
|---|---|
| PLAN 3 • FIRST LEVEL - NET | [illegible] |
| PLAN 3 • SECOND LEVEL - NET | [illegible] |
| PLAN 3 • THIRD LEVEL - NET | [illegible] |
| PLAN 3 • TOTAL NET | 2,011 SQ FT |
| | |
| PLAN 3 • 2-CAR GARAGE - NET | [illegible] |
| PLAN 3 • DECK - NET | [illegible] |
| | |
| NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION. | |

4-STORY

| PLAN 3 • 4 BR/3.5 BA/LOFT | |
|---|---|
| PLAN 3 • FIRST LEVEL - NET | [illegible] |
| PLAN 3 • SECOND LEVEL - NET | [illegible] |
| PLAN 3 • THIRD LEVEL - NET | [illegible] |
| PLAN 3 • FOURTH LEVEL - NET | [illegible] |
| PLAN 3 • TOTAL NET | [illegible] |
| | |
| PLAN 3 • 2-CAR GARAGE - NET | [illegible] |
| PLAN 3 • DECK - NET | [illegible] |
| PLAN 3 • TERRACE - NET | [illegible] |
| | |
| NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION. | |

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

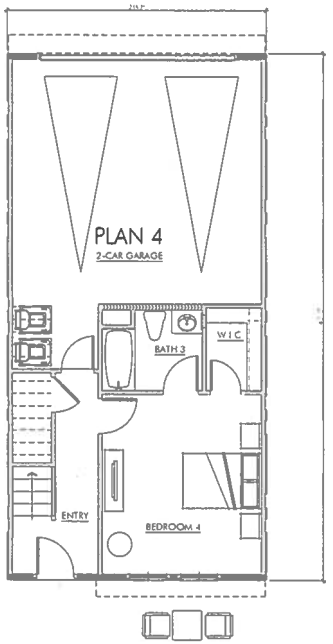
DATE 04 | 15 | 26

1/4" = 1'-0" SCALE

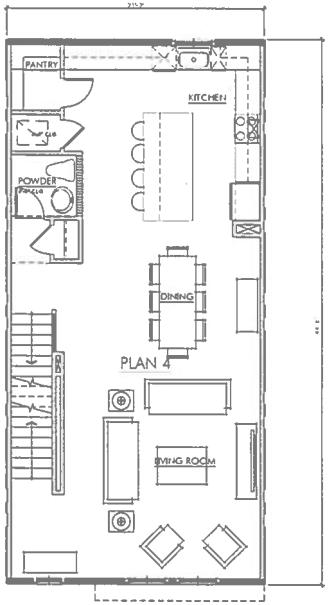
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URBAN ARENA

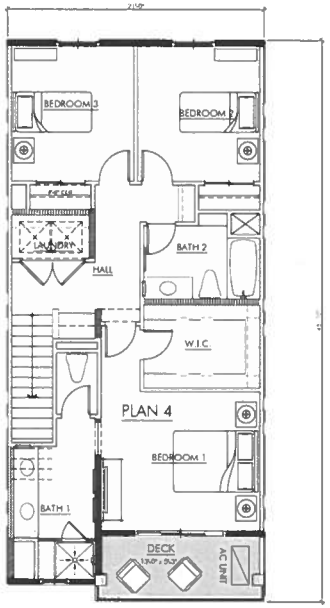
UA SPLIT PLAN 3 | A1.03



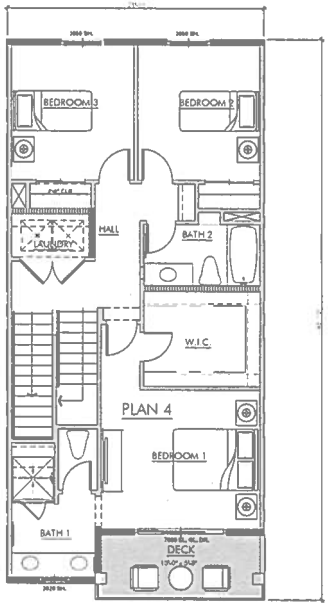

FIRST LEVEL



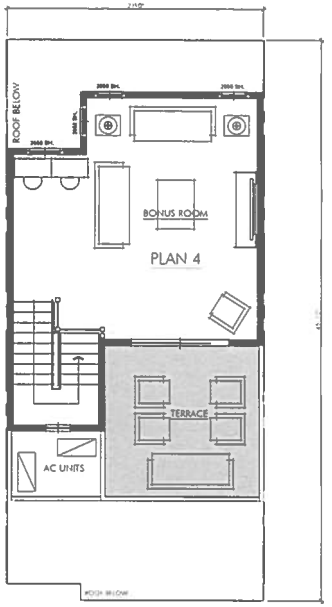

SECOND LEVEL




THIRD LEVEL (3-STORY)




THIRD LEVEL (4-STORY)




FOURTH LEVEL

3-STORY

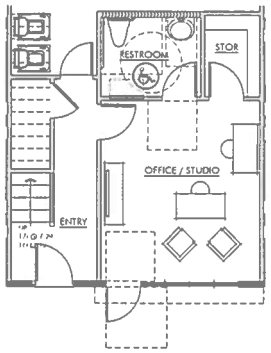
| PLAN 4 • 4 BR/3.5 BA | |
|---|---|
| PLAN 4 • FIRST LEVEL • NET | 401 SQ FT |
| PLAN 4 • SECOND LEVEL • NET | 827 SQ FT |
| PLAN 4 • THIRD LEVEL • NET | 850 SQ FT |
| PLAN 4 • TOTAL • NET | 2,078 SQ FT |
| PLAN 4 • 2-CAR GARAGE • NET | 441 SQ FT |
| PLAN 4 • DECK • NET | 47 SQ FT |

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

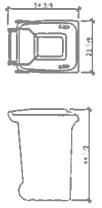
4-STORY

| PLAN 4 • 4 BR/3.5 BA/LOFT | |
|---|---|
| PLAN 4 • FIRST LEVEL • NET | 411 SQ FT |
| PLAN 4 • SECOND LEVEL • NET | 827 SQ FT |
| PLAN 4 • THIRD LEVEL • NET | 829 SQ FT |
| PLAN 4 • FOURTH LEVEL • NET | 412 SQ FT |
| PLAN 4 • TOTAL • NET | 2,480 SQ FT |
| PLAN 4 • 2-CAR GARAGE • NET | 441 SQ FT |
| PLAN 4 • DECK • NET | 47 SQ FT |
| PLAN 4 • TERRACE • NET | 787 SQ FT |

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION




FIRST LEVEL - LIVE/WORK



96 GAL CART

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

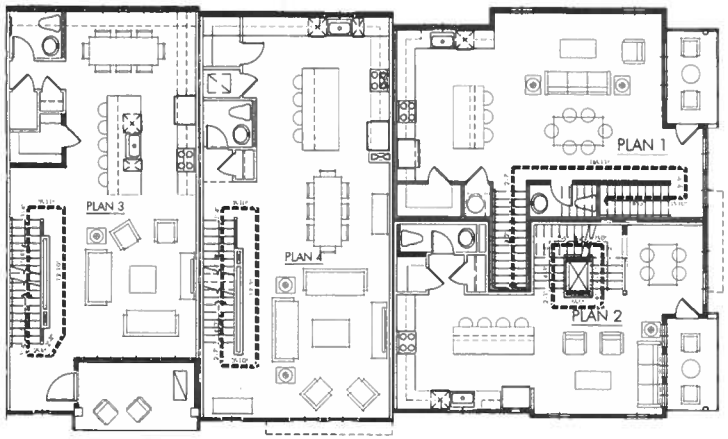
DATE 04 | 15 | 26

1/4" = 1'-0" SCALE

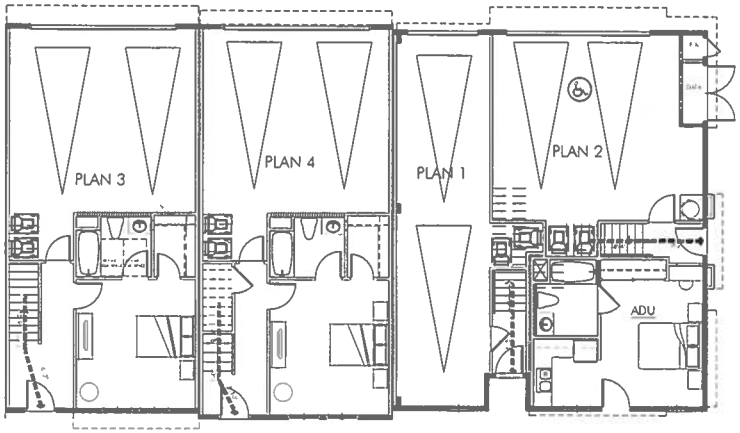
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URBAN ARENA

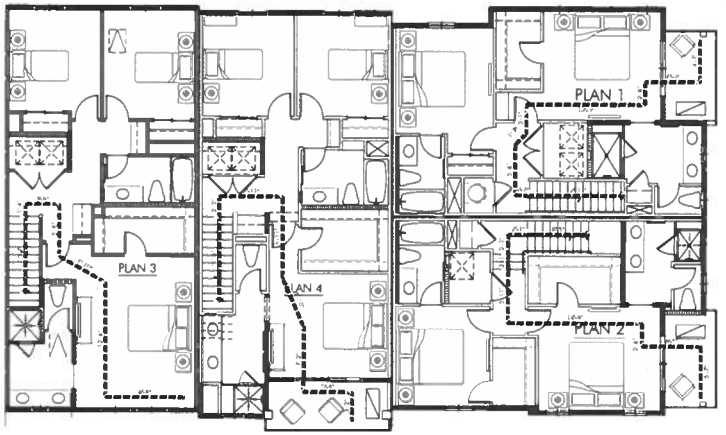
UA SPLIT PLAN 4 | A1.04




2ND LEVEL




1ST LEVEL




3RD LEVEL

| BUILDING CODE ANALYSIS: | 3-STORY TYPE VB |
|---|---|
| OCCUPANCY GROUP (CBC SECTION 310.3 & 311.3) | GROUP R-2 / U |
| SEPARATIONS (CBC SECTION 420 & TABLE 508.4 & 406.3.2 & 708.3.2 & 711.2.4) | WALLS SEPARATING DWELLING UNITS SHALL BE 1/2-HOUR FIRE PARTITION PER CBC SECTION 708.3.2 WITH FULL NFPA 13 SPRINKLERS, 1-HR PROVIDED |
| | WALLS SEPARATING R-2 AND U OCC. SHALL BE 1/2" GYP BD 60IN. AT GARAGE SIDE PER CBC TABLE 508.4 x AND SECTION 406.3.2, 5/8" GYP BD PROVIDED |
| | FLOORS SEPARATING R-2 AND U OCC. SHALL HAVE 5/8" TYPE 'X' GYP BD AT GARAGE CEILING PER CBC SECTION 406.3.2. |
| TYPE OF CONSTRUCTION (CBC SECTION 602.5) | TYPE VB |
| FIRE SPRINKLERS | NFPA 13 SPRINKLERS PER CBC SECTION 903.3.1.1. |
| ALLOWABLE HEIGHT (CBC SECTION 503 & TABLE 504.3) | 60 FT. MAXIMUM |
| ALLOWABLE STORIES (CBC SECTION 503 & TABLE 504.4) | 3 STORIES |
| ALLOWABLE AREA PER FLOOR (CBC SECTION 503 & TABLE 506.2) | R-2: 21 000 SF MAXIMUM |
| | U: 16 500 SF MAXIMUM |
| ACCESSIBILITY | SHALL COMPLY WITH CBC CHAPTER 11A. 10% OF TOTAL UNITS ON SITE SHALL BE ACCESSIBLE PER CBC 1102A.3. PRIVATELY FUNDED. |
| EGRESS | ONLY ONE EXIT REQUIRED PER CBC SECTION 1006.2.1 - MAXIMUM EGRESS TRAVEL DISTANCE IS 125 FEET |

## EXIT TRAVEL DISTANCES

**PLAN 1**

| | |
|---|---|
| 1ST LEVEL | 99'-0" |
| 2ND LEVEL | 89'-0" |
| 3RD LEVEL | 97'-0" |
| TOTAL | 125'-0" * |

**PLAN 2**

| | |
|---|---|
| 1ST LEVEL | 101'-0" |
| 2ND LEVEL | 78'-0" |
| 3RD LEVEL | 97'-0" |
| TOTAL | 125'-0" * |

**PLAN 3**

| | |
|---|---|
| 1ST LEVEL | 77'-0" |
| 2ND LEVEL | 94'-0" |
| 3RD LEVEL | 97'-0" |
| 4TH LEVEL | 125'-0" * |
| TOTAL | 125'-0" * |

**PLAN 4**

| | |
|---|---|
| 1ST LEVEL | 69'-0" |
| 2ND LEVEL | 69'-0" |
| 3RD LEVEL | 97'-0" |
| TOTAL | 125'-0" * |

**ALLOWABLE BUILDING AREA:**

| BUILDING TYPE | BUILDING NUMBERS | DWELLING UNITS | NUMBER OF STORIES | OCCUPANCY | CONSTRUCTION TYPE | ALLOWABLE AREA S.F. (CBC TABLE 506.2) R-2 | ALLOWABLE AREA S.F. (CBC TABLE 506.2) U | FRONTAGE (LF) INCREASE (CBC SECTION 506.3) | SPRINKLER (I%) INCREASE (CBC TABLE 506.2.1) | ALLOWABLE NUMBER OF STORIES (CBC SECTION 504.4) | ACTUAL BUILDING AREA 1ST LEVEL S.F. R-2 | ACTUAL BUILDING AREA 2ND LEVEL S.F. R-2 | ACTUAL BUILDING AREA 3RD FLOOR S.F. R-2 | - | ACTUAL BUILDING AREA GARAGE S.F. U | DECKS | ALLOWABLE BUILDING HEIGHT (CBC TABLE 504.3) | TOTAL ACTUAL BUILDING AREA S.F. R-2 + U | BUILDING AREA RATIO 1ST LEVEL SEPARATED OCC (* 1) * | BUILDING AREA RATIO MIXED-OCCUPANCY (*2) ** | FIRE WALL REQUIRED |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| D4 | 17 | 4 | 3 | R-2 / U | TYPE VB, NON-RATED | 21 000 | 16 500 | NOT USED | USED FOR HEIGHT INCREASE (3-STORY) | 3 | 886 | 2 544 | 2 700 | - | 1 966 | 478 | 60 | 8,176 | 0.25 | 0.41 | NO |
| D5 | 15, 16 | 5 | 3 | R-2 / U | TYPE VB, NON-RATED | 21 000 | 16 500 | NOT USED | USED FOR HEIGHT INCREASE (3-STORY) | 3 | 1 340 | 3 479 | 3 681 | - | 2 415 | 643 | 60 | 10 884 | 0.34 | * 0.55 | NO |
| D6 | 14 | 6 | 3 | R-2 / U | TYPE VB, NON-RATED | 21 000 | 16 500 | NOT USED | USED FOR HEIGHT INCREASE (3-STORY) | 3 | 1,765 | 4 283 | 4 582 | - | 2 870 | 632 | 60 | 13 829 | 0.43 | 0.66 | NO |
| D7 | 12, 13 | 7 | 3 | R-2 / U | TYPE VB, NON-RATED | 21 000 | 16 500 | NOT USED | USED FOR HEIGHT INCREASE (3-STORY) | 3 | 2,218 | 5 227 | 5 473 | - | 3,326 | 680 | 60 | 16 247 | 0.52 | 0.62 | NO |
| D8 | 11 | 8 | 3 | R-2 / U | TYPE VB, NON-RATED | 21 000 | 16 500 | NOT USED | USED FOR HEIGHT INCREASE (3-STORY) | 3 | 2,644 | 6 042 | 6 404 | - | 3 782 | 766 | 60 | 18 662 | 0.61 | 0.96 | NO |

* BUILDING AREA RATIO CALCULATION FOR SEPARATED OCCUPANCIES PER STORY (CBC SECTION 508.4.2)

(U LEVEL 1 ACTUAL BLDG AREA / U ALLOWABLE BUILDING AREA PER STORY) + (R-2 LEVEL 1 ACTUAL BLDG AREA / R-2 ALLOWABLE BUILDING AREA PER STORY)

EXAMPLE RATIO = ((1986/16500)+(686/21000))

** MIXED-OCCUPANCY BUILDING AREA RATIO CALCULATION FOR GREATER THAN 2-STORY (CBC SECTION 508.2.2)

(U LEVEL 1 ACTUAL BLDG AREA / U ALLOWABLE BUILDING AREA PER STORY) + (R-2 LEVEL 1 ACTUAL BLDG AREA / R-2 ALLOWABLE BUILDING AREA PER STORY) + (R-2 LEVEL 2 ACTUAL BLDG AREA / R-2 ALLOWABLE BUILDING AREA PER STORY) + (R-2 LEVEL 4 ACTUAL BLDG AREA / R-2 ALLOWABLE BUILDING AREA PER STORY)

EXAMPLE RATIO = ((1986/16500)+(686/21000)+(2544/21000)+(3780/21000))

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

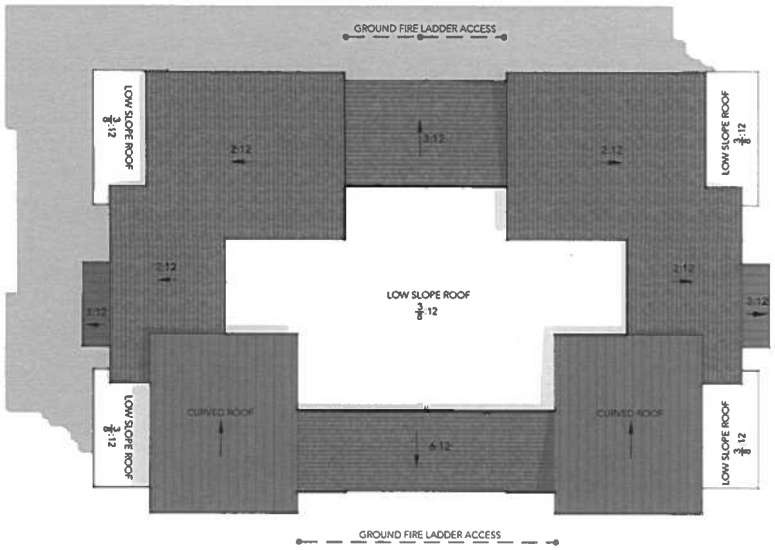
DATE 04 | 15 | 26

3/16" = 1'-0" SCALE

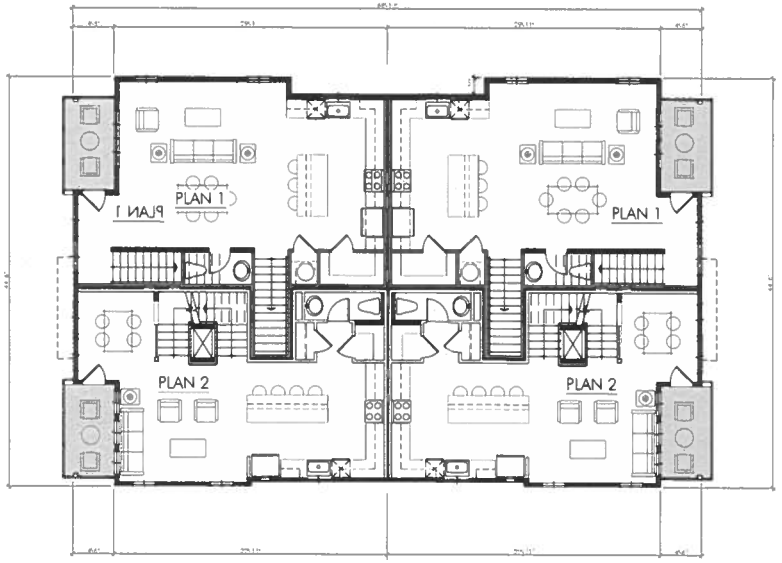
0 8 16

3-STORY
CODE ANALYSIS | A3.01

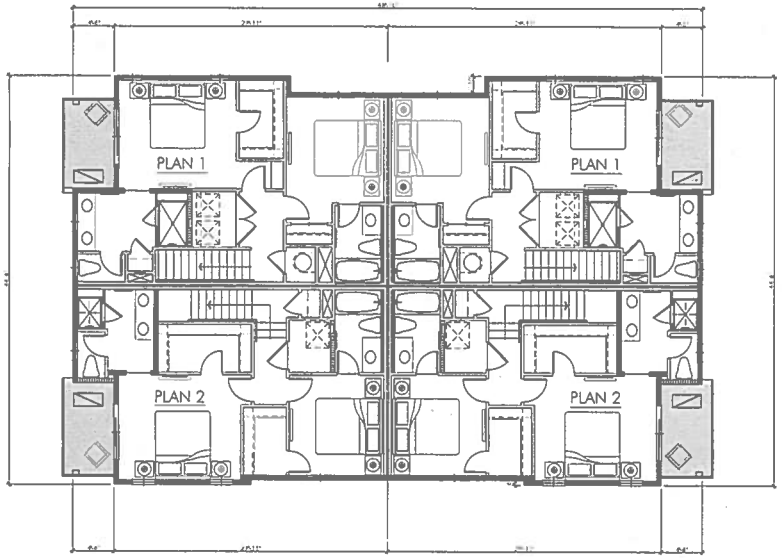
URBAN ARENA



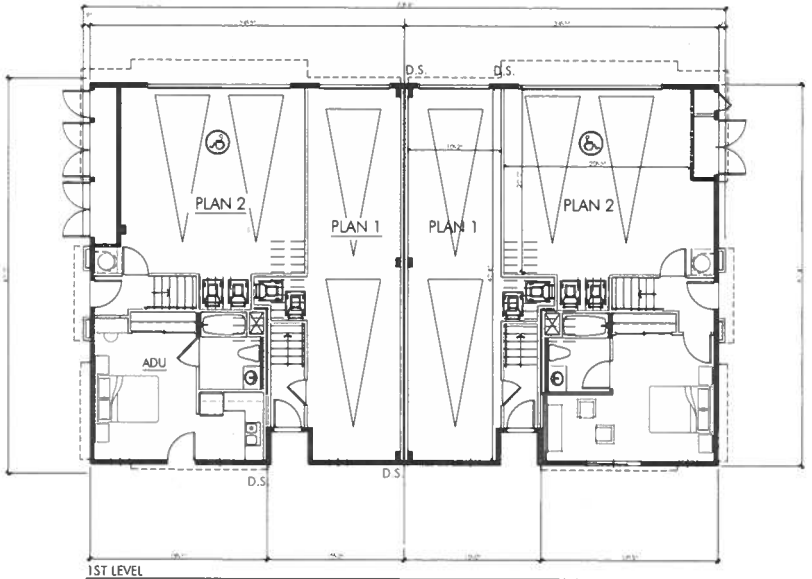

ROOF PLAN




2ND LEVEL




3RD LEVEL




1ST LEVEL




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

3/16" = 1'-0" SCALE

0 8 16

3-STORY
TYPE D4 COMPOSITE PLANS | A3.02

URBAN ARENA




FRONT ELEVATION







REAR ELEVATION



# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

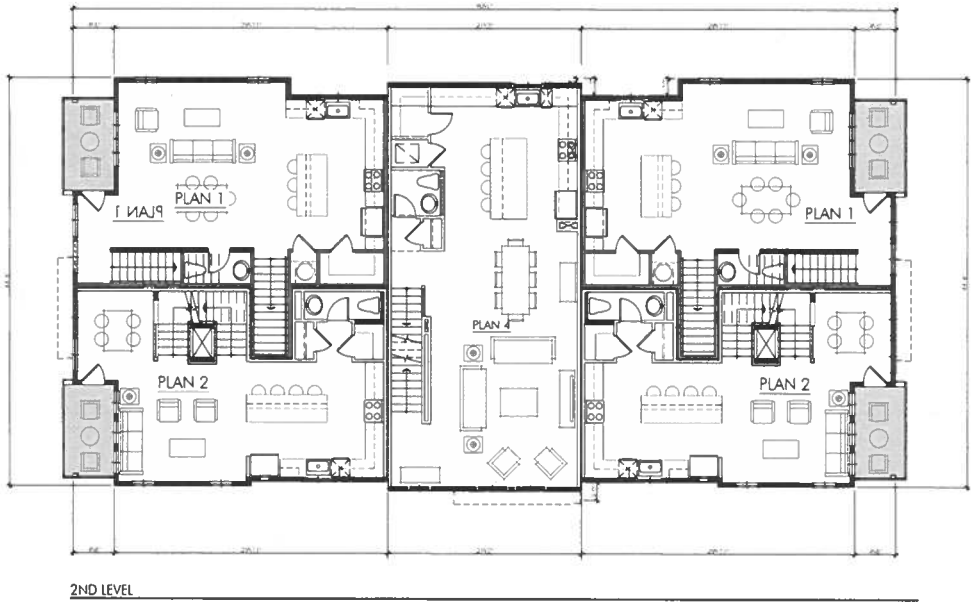
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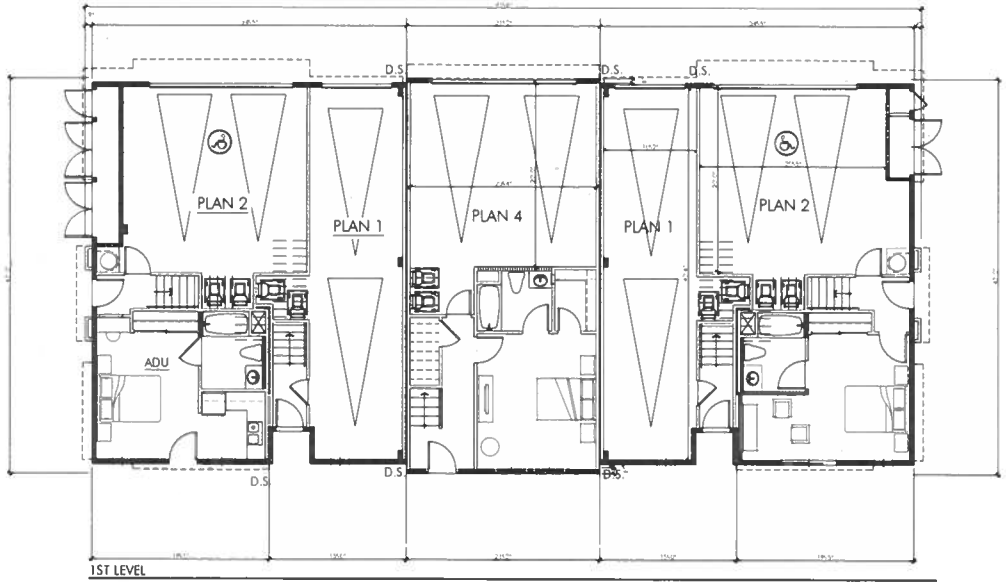
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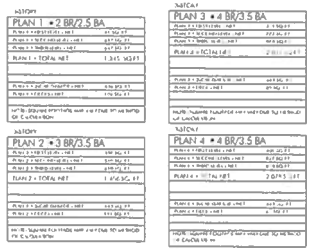
3-STORY

TYPE D4 ELEVATIONS | A3.03

URBAN ARENA




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

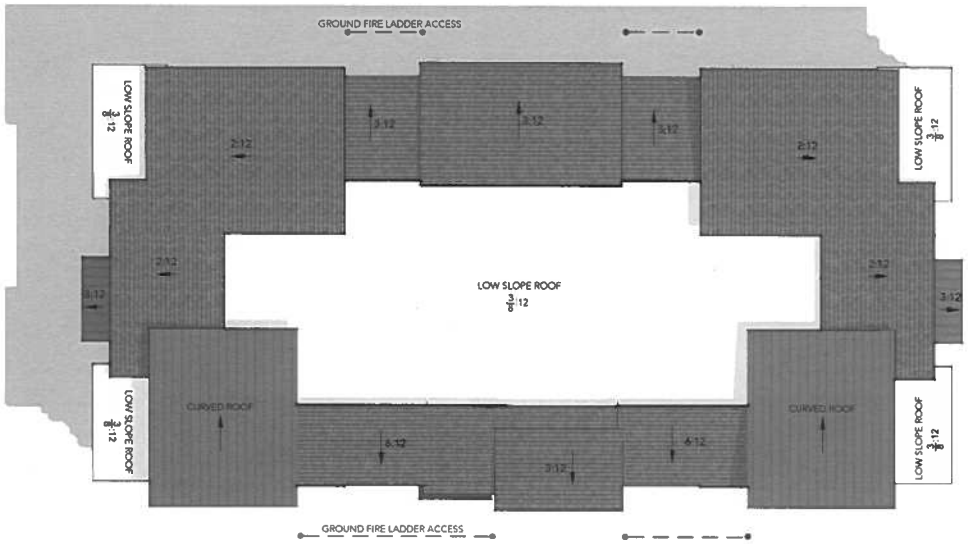
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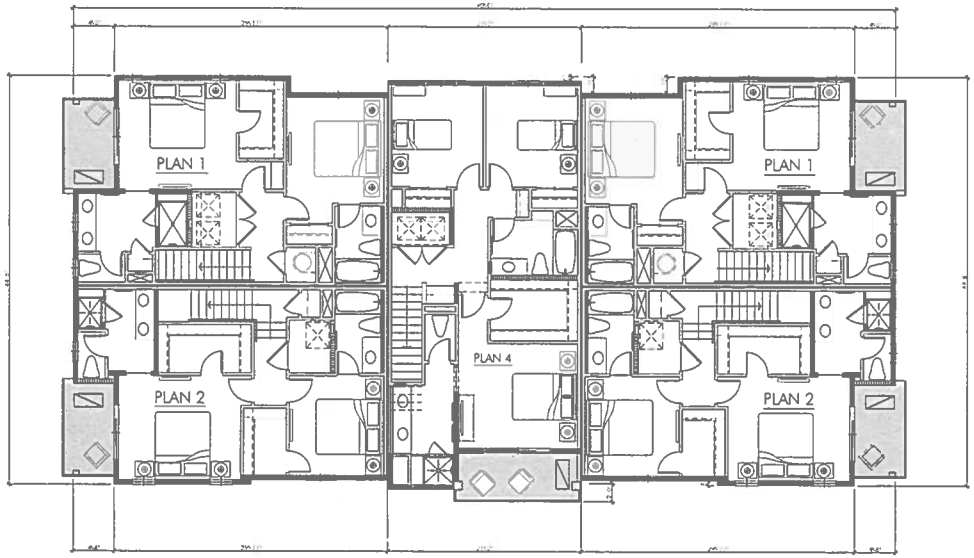
3-STORY

TYPE D5 COMPOSITE PLANS | A3.04

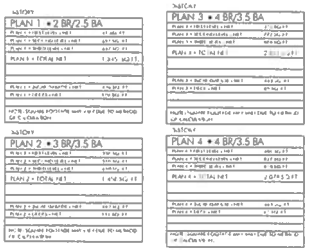
URBAN ARENA




ROOF PLAN




3RD LEVEL




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

3/16" = 1'-0" SCALE

0 8 16

3-STORY
TYPE D5 COMPOSITE PLANS | A3.05

URBAN ARENA




FRONT ELEVATION




REAR ELEVATION

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

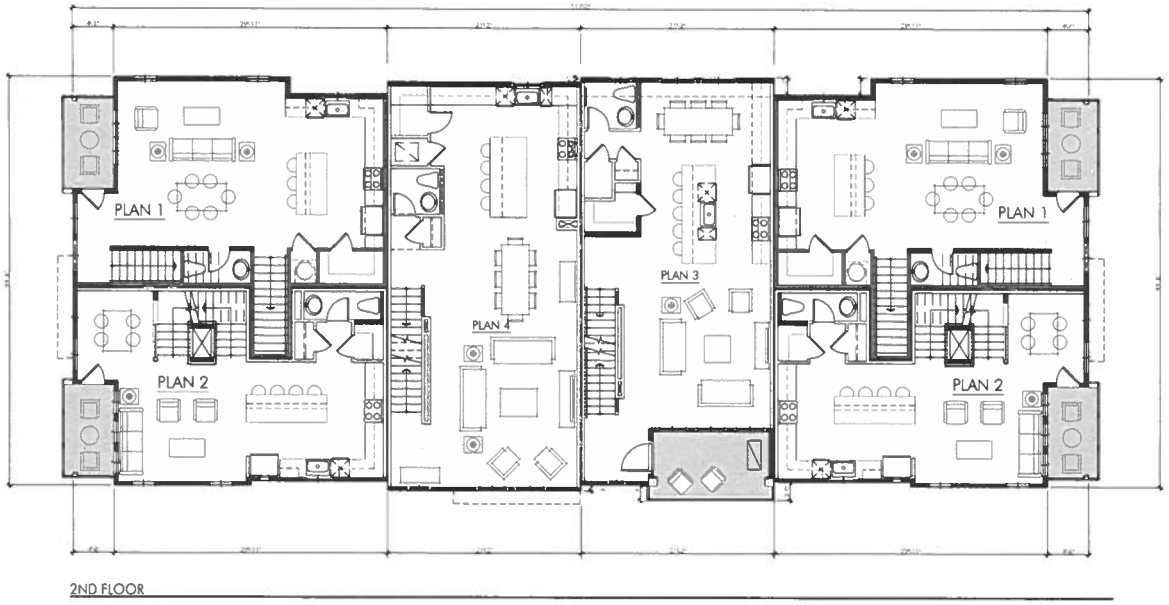
DATE 04 | 15 | 26

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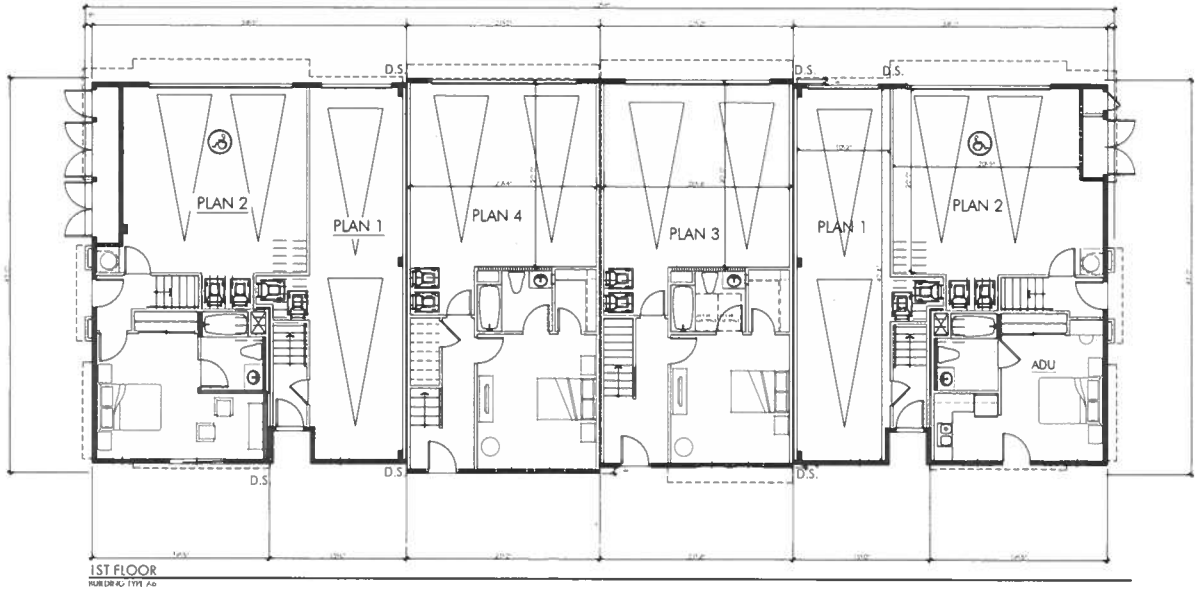
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3-STORY
TYPE D5 ELEVATIONS | A3.06

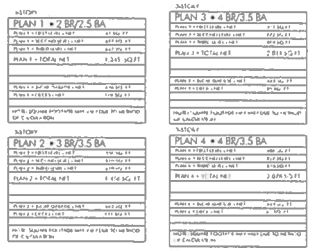
URBAN ARENA




2ND FLOOR




1ST FLOOR




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

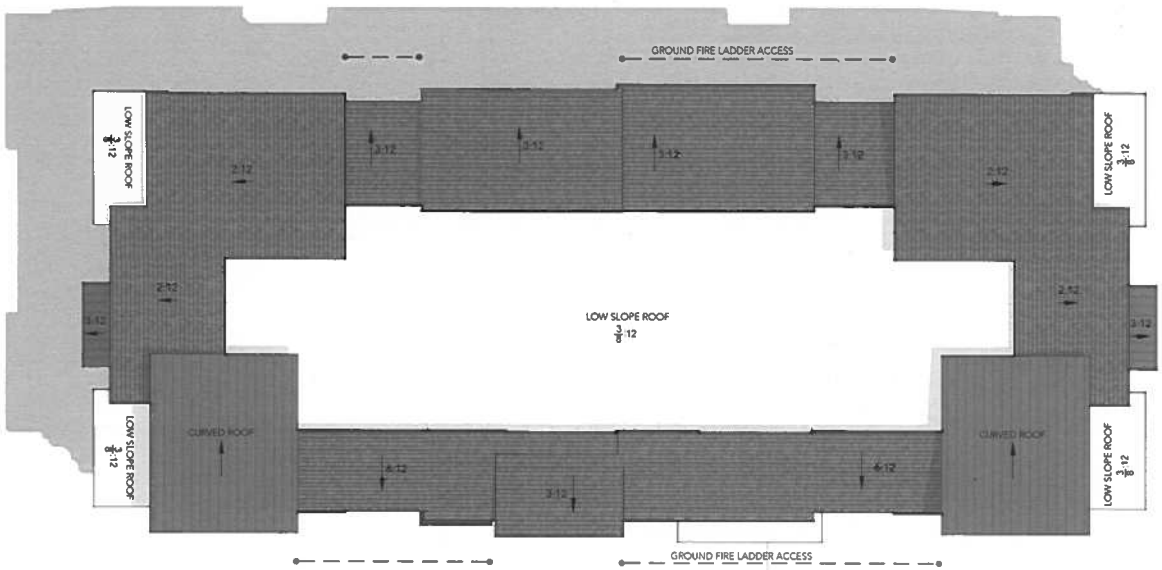
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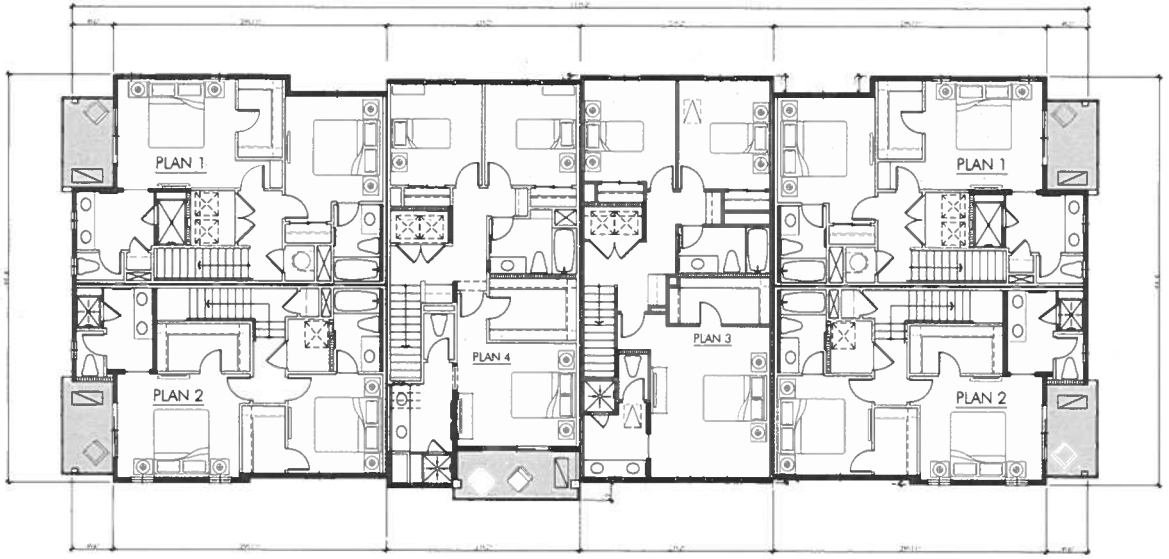
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3-STORY
TYPE D6 COMPOSITE PLANS | A3.07

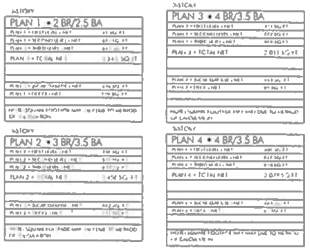
URBAN ARENA




ROOF PLAN




3RD LEVEL




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

3/16" = 1'-0" SCALE

0 8 16

3-STORY
TYPE D6 COMPOSITE PLANS | A3.08

URBAN ARENA




FRONT ELEVATION



REAR ELEVATION

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

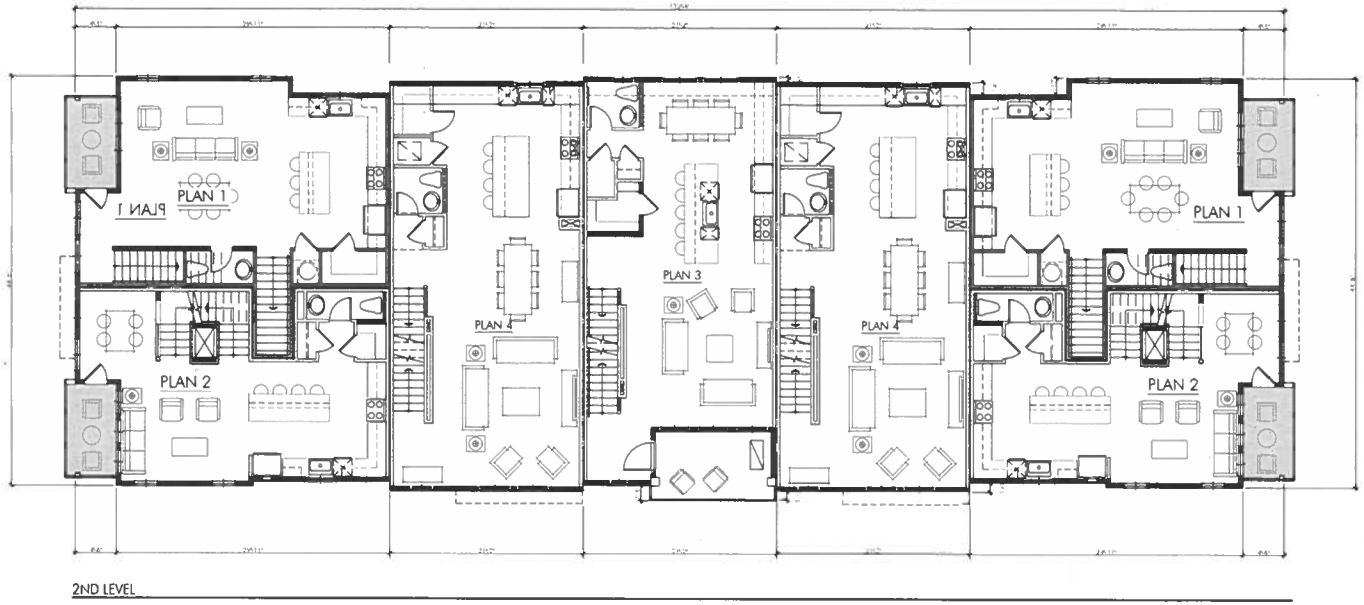
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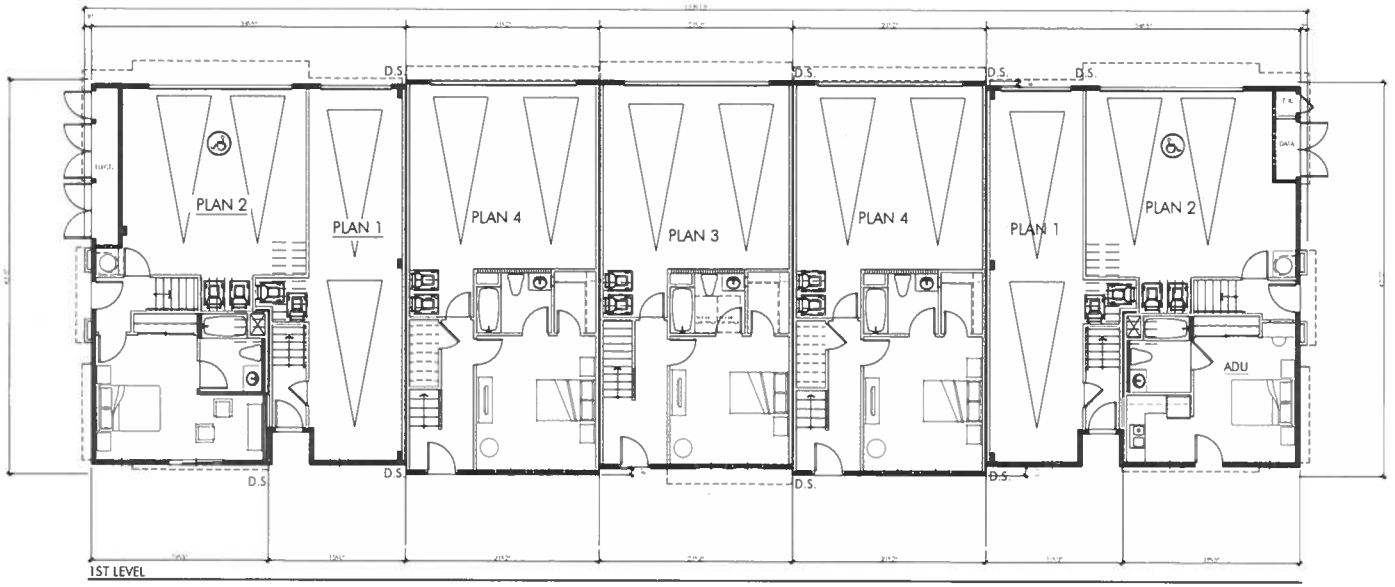
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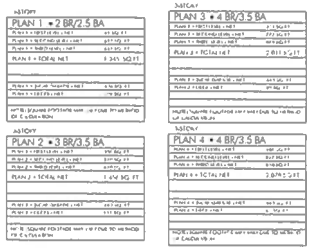
3-STORY

TYPE D6 ELEVATIONS | A3.09

URBAN ARENA



# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

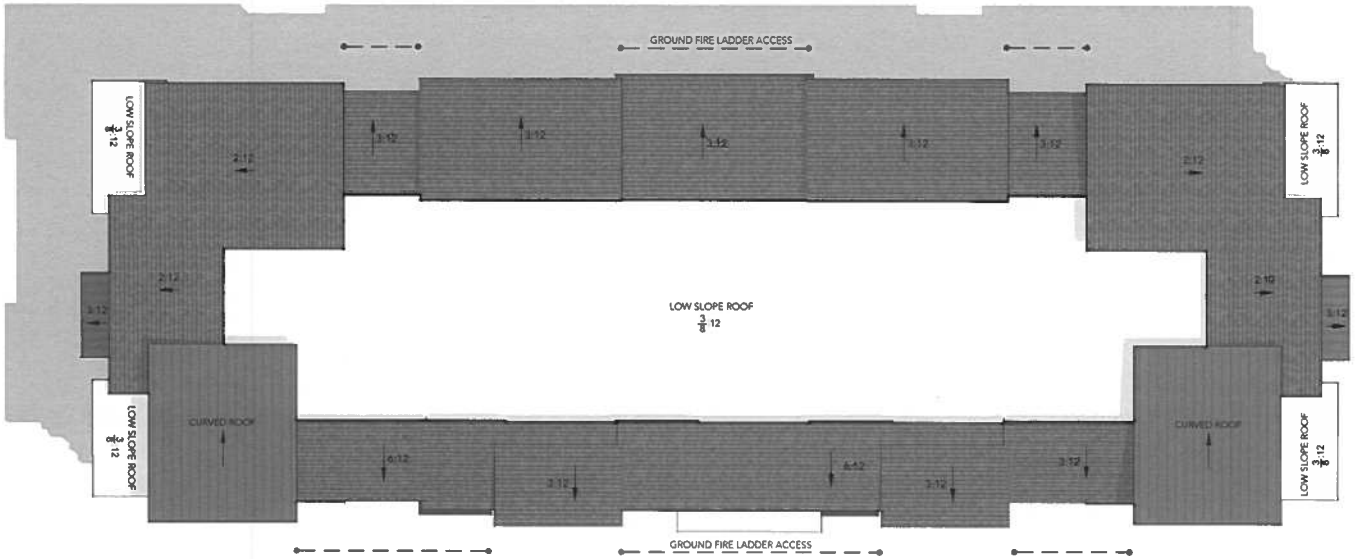
LYON LIVING | 25-041

DATE 04 | 15 | 26

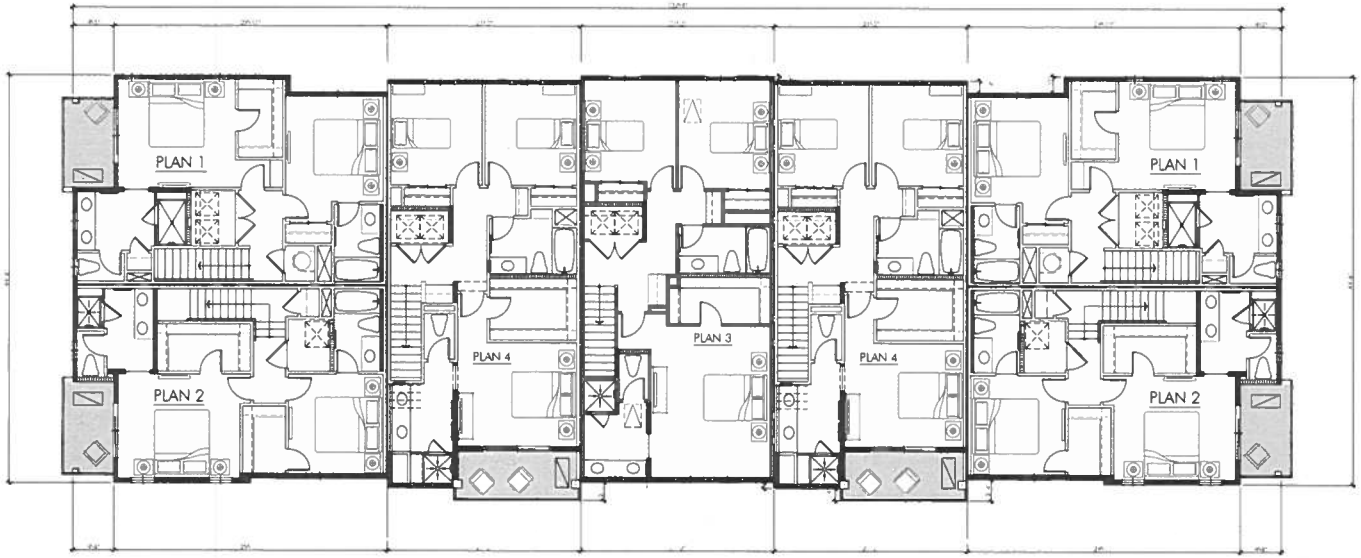
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3-STORY
TYPE D7 COMPOSITE PLANS | A3.10

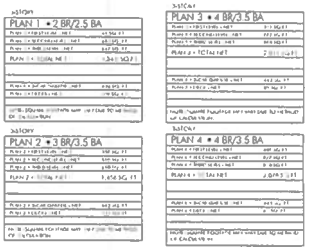
URBAN ARENA




ROOF PLAN




3RD LEVEL




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

3/16" = 1'-0" SCALE

0 8 16

3-STORY
TYPE D7 COMPOSITE PLANS | A3.11

URBAN ARENA




FRONT ELEVATION




REAR ELEVATION

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

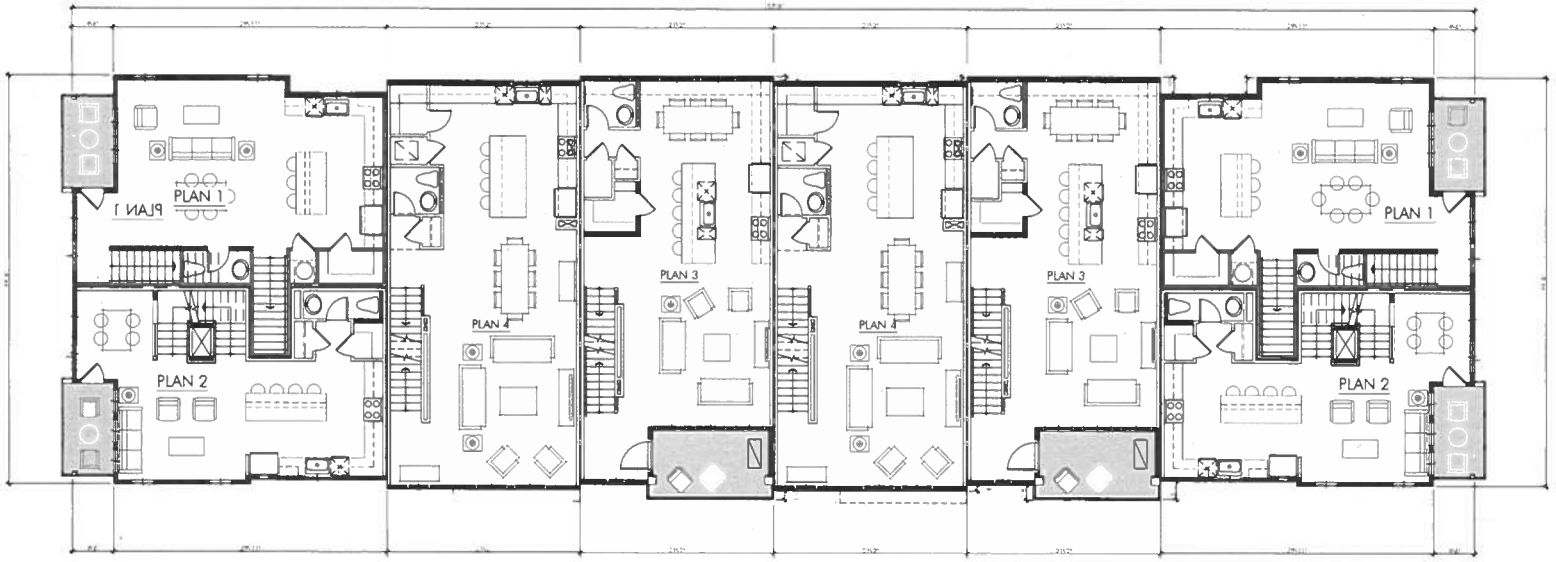
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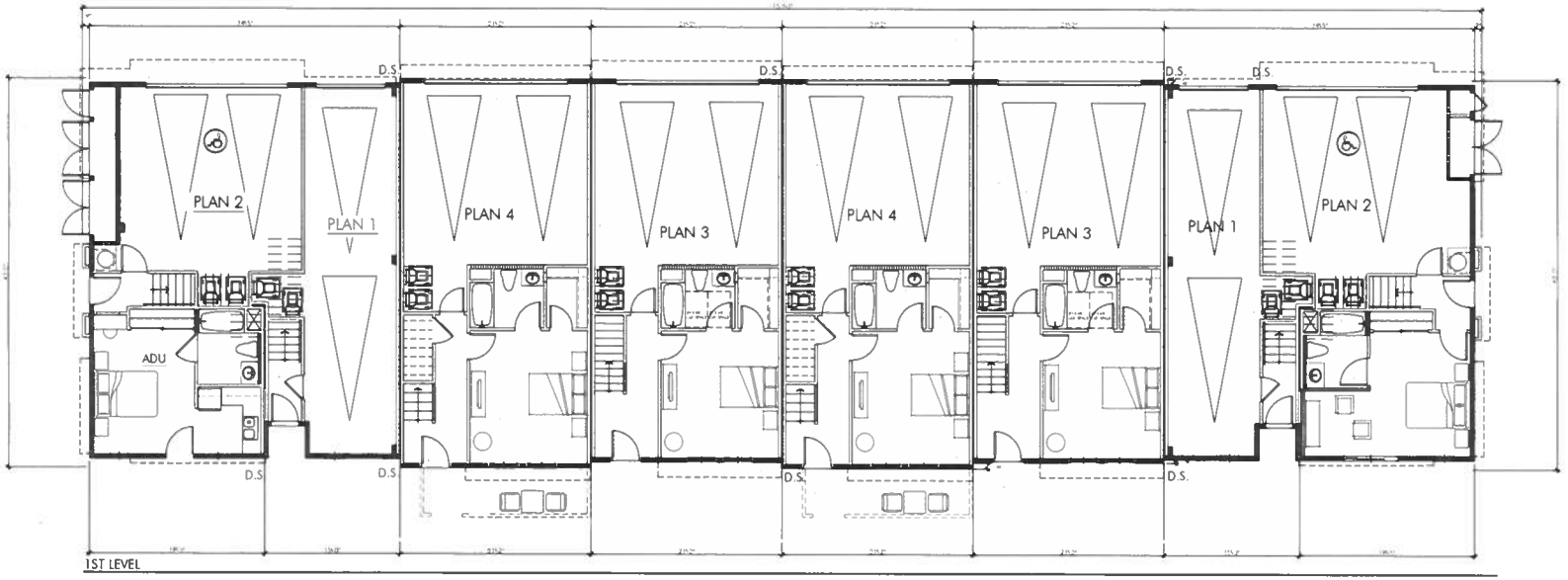
3-STORY

TYPE D7 ELEVATIONS | A3.12

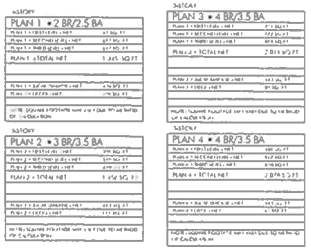
URBAN ARENA




2ND LEVEL




1ST LEVEL




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

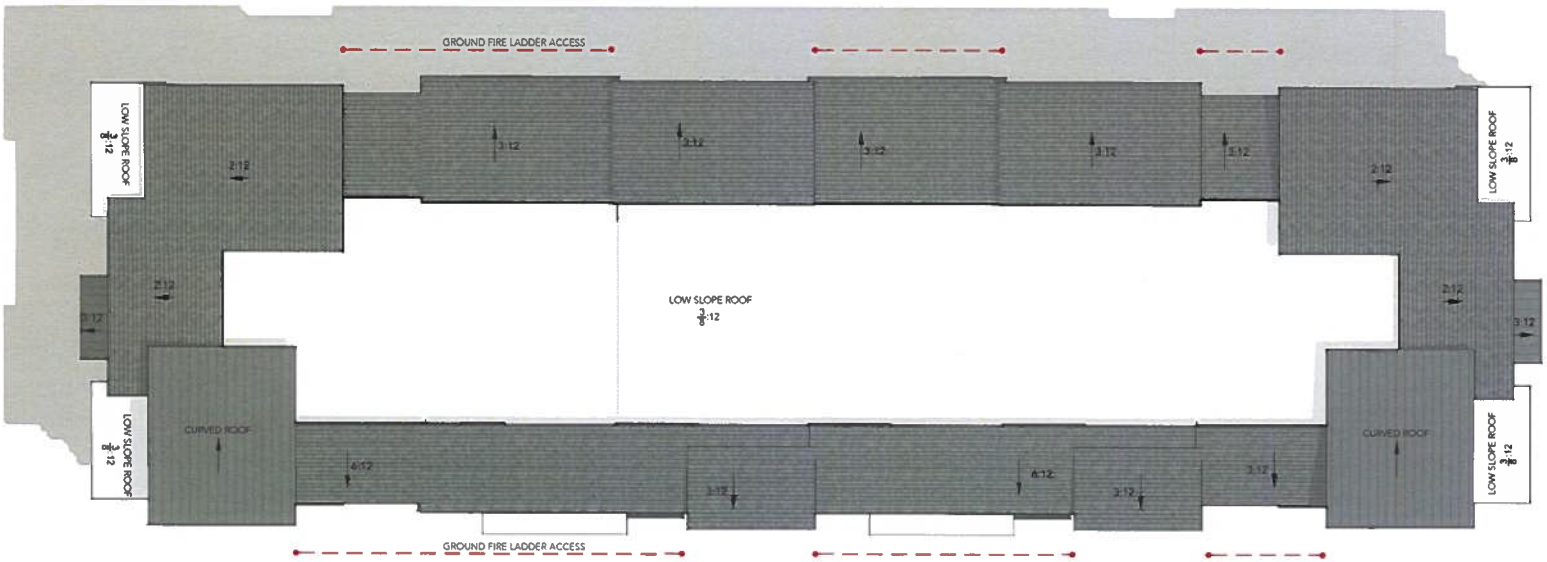
DATE 04 | 15 | 26

3/16" = 1'-0" SCALE

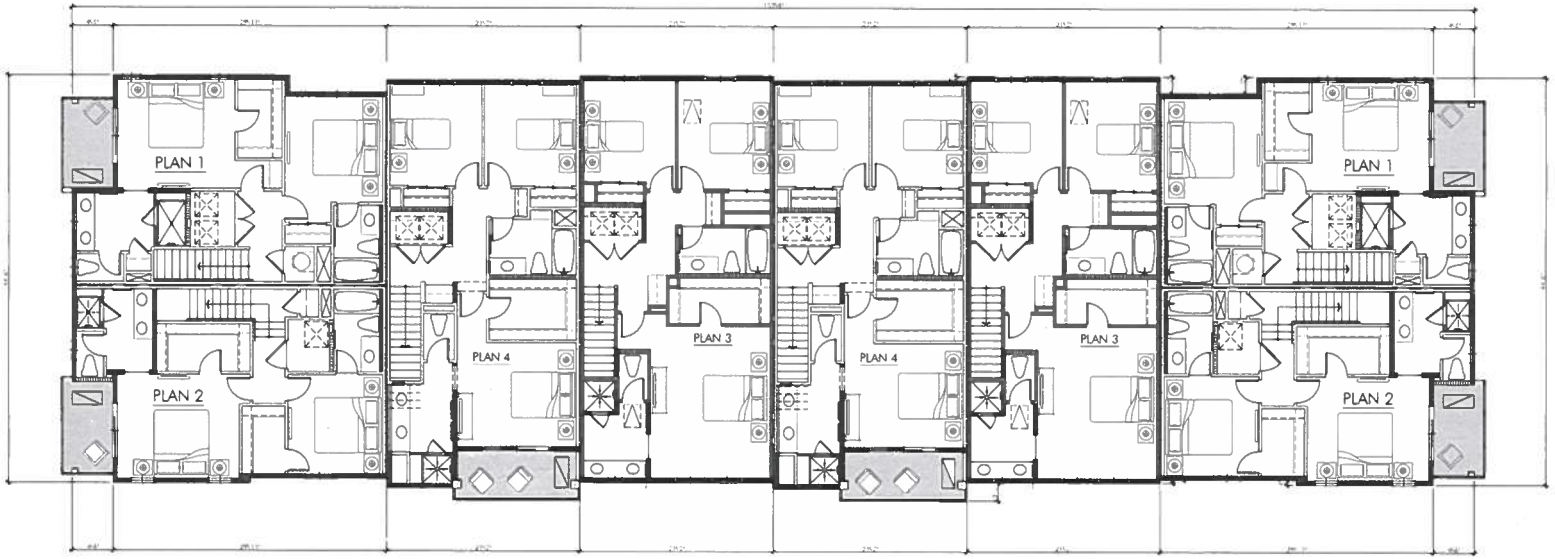
0 8 16

3-STORY
TYPE D8 COMPOSITE PLANS | A3.13

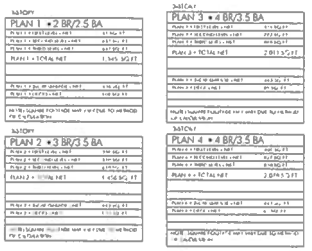
URBAN ARENA




ROOF PLAN




3RD LEVEL




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

3/16" = 1'-0" SCALE

0 8 16

3-STORY
TYPE D8 COMPOSITE PLANS | A3.14

URBAN ARENA




FRONT ELEVATION




REAR ELEVATION

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

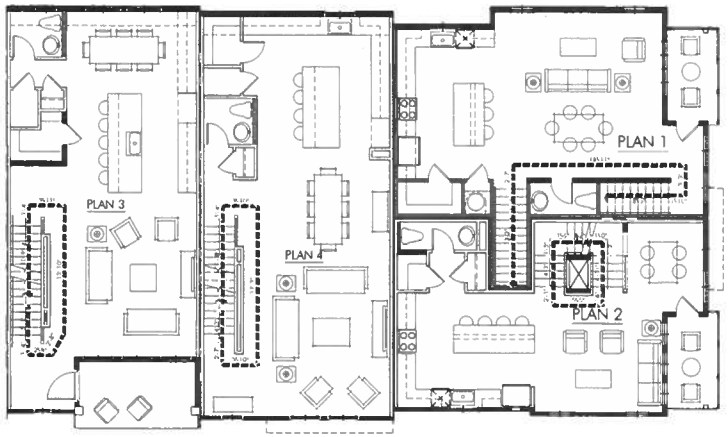
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3/16" = 1'-0" SCALE

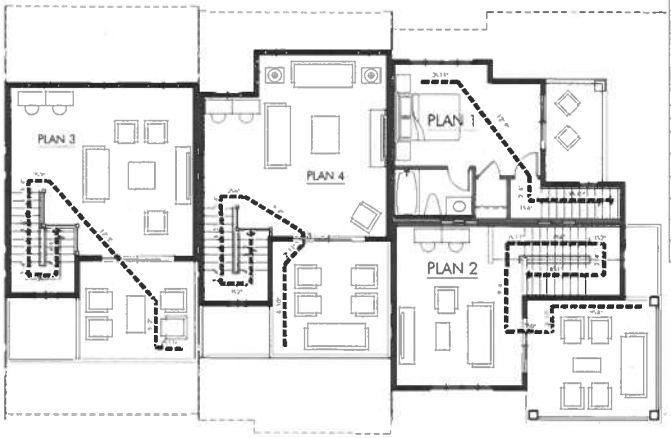
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3-STORY
TYPE D8 ELEVATIONS | A3.15

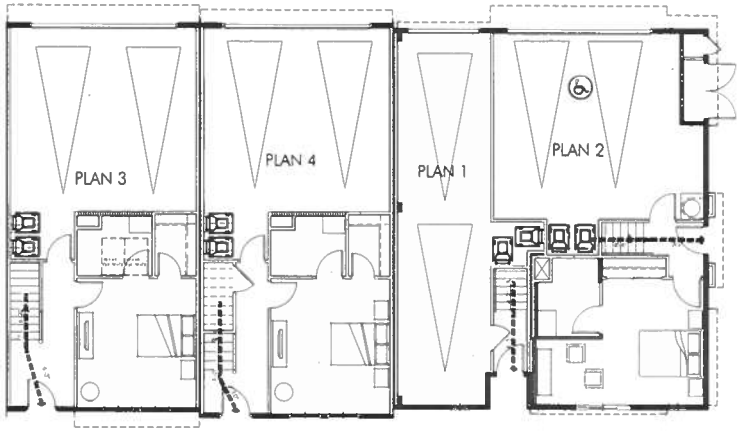
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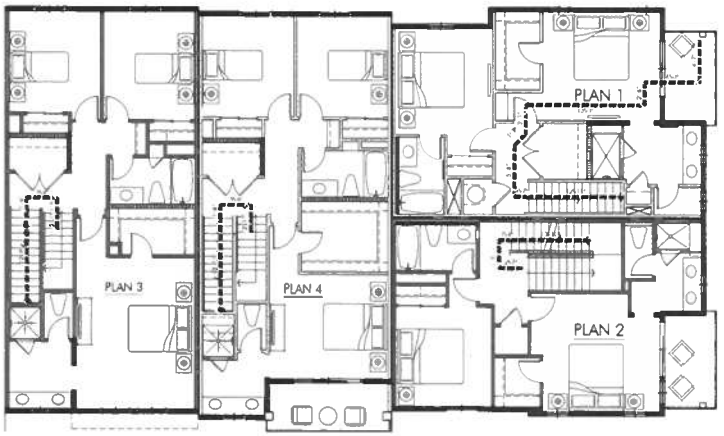

2ND LEVEL




4TH LEVEL




1ST LEVEL




3RD LEVEL

| BUILDING CODE ANALYSIS: | 4-STORY TYPE VA |
|---|---|
| OCCUPANCY GROUP (CBC SECTION 310.3 & 311.3 & 508.5) | GROUP R-2 /U (LIVE/WORK UNITS CLASSIFIED AS R-2 PER CBC SECTION 508.5) |
| SEPARATIONS (CBC SECTION 420 & TABLE 508.4 & 406.3 & 708.3.2 & 711.3) | WALLS SEPARATING DWELLING UNITS SHALL BE 1-HOUR FIRE PARTITION PER CBC SECTION 708.3 WITH FULL NFPA 13 SPRINKLERS. 1-HR PROVIDED |
| | WALLS SEPARATING R-2 AND U OCC. SHALL BE 1/2" GYP BD MIN. AT GARAGE SIDE PER CBC TABLE 508.4 & AND SECTION 406.3.2. 5/8" GYP BD PROVIDED |
| | FLOORS SEPARATING R-2 AND U OCC. SHALL HAVE 5/8" TYPE 'X' GYP BD AT GARAGE CEILING PER CBC SECTION 406.3.2 |
| TYPE OF CONSTRUCTION (CBC SECTION 602.5) | TYPE VA |
| FIRE SPRINKLERS | NFPA 13 SPRINKLERS PER CBC SECTION 903.3.1.1. |
| ALLOWABLE HEIGHT (CBC SECTION 503 & TABLE 504.3) | 60 FT. MAXIMUM |
| ALLOWABLE STORIES (CBC SECTION 503 & TABLE 504.4) | 4 STORIES |
| ALLOWABLE AREA PER FLOOR (CBC SECTION 503 & TABLE 506.2) | R-2: 36,000 SF MAXIMUM |
| | U: 27,000 SF MAXIMUM |
| ACCESSIBILITY | SHALL COMPLY WITH CBC CHAPTER 11A. 10% OF TOTAL UNITS ON SITE SHALL BE ACCESSIBLE PER CBC 1102A.3. PRIVATELY FUNDED. |
| EXITING | ONLY ONE EXIT REQUIRED PER CBC SECTION 1006.2.1 - MAXIMUM EXIT ACCESS TRAVEL DISTANCE IS 125 FEET |

## EXIT TRAVEL DISTANCES

**PLAN 1**

| | |
|---|---|
| 1ST LEVEL | 1'-1" |
| 2ND LEVEL | 69'-0" |
| 3RD LEVEL | 37'-0" |
| 4TH LEVEL | 22'-0" |
| TOTAL | 129'-1" |

**PLAN 2**

| | |
|---|---|
| 1ST LEVEL | 19'-1" |
| 2ND LEVEL | 73'-0" |
| 3RD LEVEL | 33'-0" |
| 4TH LEVEL | 21'-1" |
| TOTAL | 126'-2" |

**PLAN 3**

| | |
|---|---|
| 1ST LEVEL | 17'-0" |
| 2ND LEVEL | 61'-0" |
| 3RD LEVEL | 47'-0" |
| 4TH LEVEL | 66'-1" |
| TOTAL | 124'-1" |

**PLAN 4**

| | |
|---|---|
| 1ST LEVEL | 19'-1" |
| 2ND LEVEL | 69'-0" |
| 3RD LEVEL | 37'-0" |
| 4TH LEVEL | 22'-0" |
| TOTAL | 126'-1" |

**ALLOWABLE BUILDING AREA:**

| BUILDING TYPE | BUILDING NUMBERS | DWELLING UNITS | NUMBER OF STORIES | OCCUPANCY | CONSTRUCTION TYPE | ALLOWABLE AREA S.F. (CBC TABLE 506.2) R2 | ALLOWABLE AREA S.F. (CBC TABLE 506.2) U | FRONTAGE (1F) INCREASE (CBC SECTION 506.3) | SPRINKLER (1s) INCREASE (CBC TABLE 506.2.4) | ALLOWABLE NUMBER OF STORIES (CBC 504.4) | ACTUAL BUILDING AREA 1ST LEVEL S.F. R2 | ACTUAL BUILDING AREA 2ND LEVEL S.F. R2 | ACTUAL BUILDING AREA 3RD LEVEL S.F. R2 | ACTUAL BUILDING AREA 4TH LEVEL S.F. R2 | ACTUAL BUILDING AREA GARAGE S.F. U | DECK & TERRACE | ALLOWABLE BUILDING HEIGHT (CBC TABLE 504.3) | TOTAL ACTUAL BUILDING AREA S.F. R2 + U | BUILDING AREA RATIO 1ST LEVEL SEPARATED OCC (<1) * | BUILDING AREA RATIO MIXED-OCCUPANCY (>2) ** | FIRE WALL REQUIRED |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A4 | 4, 6 | 4 | 4 | R-2 / U | TYPE VA, 1-HOUR | 36,000 | 27,000 | NOT USED | USED FOR HEIGHT & AREA INCREASE (+4-STORY) | 4 | 686 | 2,344 | 2,740 | 1,364 | 1,888 | 1,002 | 60 | 10,842 | 0.19 | 0.29 | NO |
| A5 | 5, 7 | 5 | 4 | R-2 / U | TYPE VA, 1-HOUR | 36,000 | 27,000 | NOT USED | USED FOR HEIGHT & AREA INCREASE (+4-STORY) | 4 | 1,340 | 3,478 | 3,681 | 1,826 | 2,415 | 1,275 | 60 | 13,887 | 0.13 | 0.36 | NO |
| C6 | 6 | 6 | 4 | R-2 / U | TYPE VA, 1-HOUR | 36,000 | 27,000 | NOT USED | USED FOR HEIGHT & AREA INCREASE (+4-STORY) | 4 | 1,785 | 4,293 | 4,562 | 2,264 | 2,879 | 1,672 | 60 | 17,468 | 0.16 | 0.47 | NO |
| A7 | 1, 3 | 7 | 4 | R-2 / U | TYPE VA, 1-HOUR | 36,000 | 27,000 | NOT USED | USED FOR HEIGHT & AREA INCREASE (+4-STORY) | 4 | 2,219 | 5,227 | 5,473 | 2,729 | 3,328 | 1,945 | 60 | 20,920 | 0.18 | 0.56 | NO |
| C7 | 8 | 7 | 4 | R-2 / U | TYPE VA, 1-HOUR | 36,000 | 27,000 | NOT USED | USED FOR HEIGHT & AREA INCREASE (+4-STORY) | 4 | 2,219 | 5,227 | 5,473 | 2,729 | 3,328 | 1,945 | 60 | 20,920 | 0.18 | 0.56 | NO |
| A10 | 10 | 10 | 4 | R-2 / U | TYPE VA, 1-HOUR | 36,000 | 27,000 | NOT USED | USED FOR HEIGHT & AREA INCREASE (+4-STORY) | 4 | 3,523 | 7,791 | 8,218 | 4,084 | 4,706 | 3,012 | 60 | 31,311 | 0.27 | 0.83 | NO |
| A12 | 2 | 12 | 4 | R-2 / U | TYPE VA, 1-HOUR | 36,000 | 27,000 | NOT USED | USED FOR HEIGHT & AREA INCREASE (+4-STORY) | 4 | 4,402 | 9,946 | 10,629 | 4,984 | 5,616 | 3,662 | 60 | 38,234 | 0.33 | 1.01 | NO |

* BUILDING AREA RATIO CALCULATION FOR SEPARATED OCCUPANCIES PER STORY (CBC SECTION 508.4.2)

(U LEVEL 1 ACTUAL BLDG AREA / U ALLOWABLE BUILDING AREA PER STORY) + (R-2 LEVEL 1 ACTUAL BLDG AREA / R-2 ALLOWABLE BUILDING AREA PER STORY)

EXAMPLE RATIO = ((1986/27000)+(686/36000))

** MIXED-OCCUPANCY BUILDING AREA RATIO CALCULATION FOR GREATER THAN 2-STORY (CBC SECTION 508.2.2)

(U LEVEL 1 ACTUAL BLDG AREA / U ALLOWABLE BUILDING AREA PER STORY) + (R-2 LEVEL 1 ACTUAL BLDG AREA / R-2 ALLOWABLE BUILDING AREA PER STORY) + (R-2 LEVEL 2 ACTUAL BLDG AREA / R-2 ALLOWABLE BUILDING AREA PER STORY) + (R-2 LEVEL 4 ACTUAL BLDG AREA / R-2 ALLOWABLE BUILDING AREA PER STORY)

EXAMPLE RATIO = ((1986/27000)+(686/36000)+(2544/36000)+(2780/36000)+(1364/36000))

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

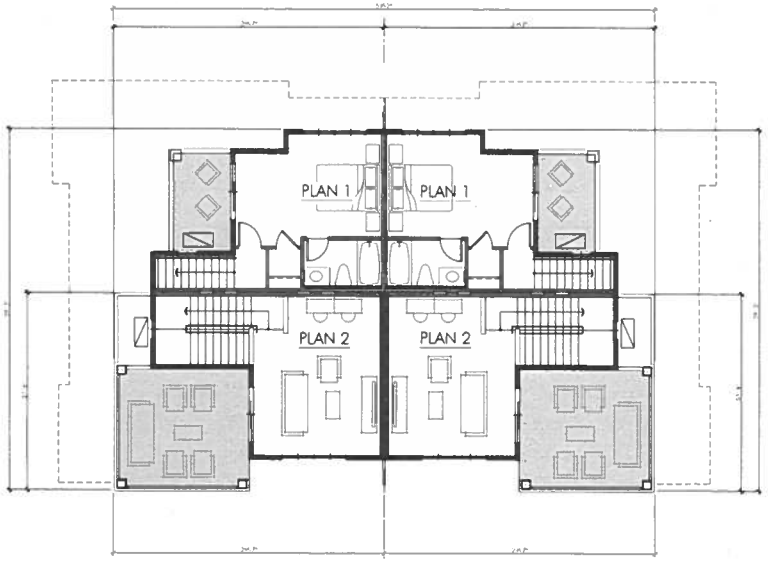
DATE 04 | 15 | 26

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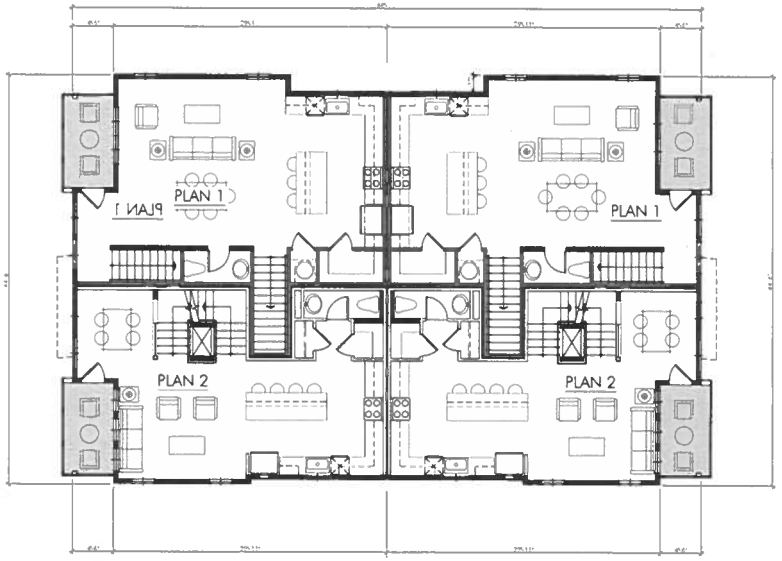
0 8 16

4-STORY
CODE ANALYSIS | A4.01

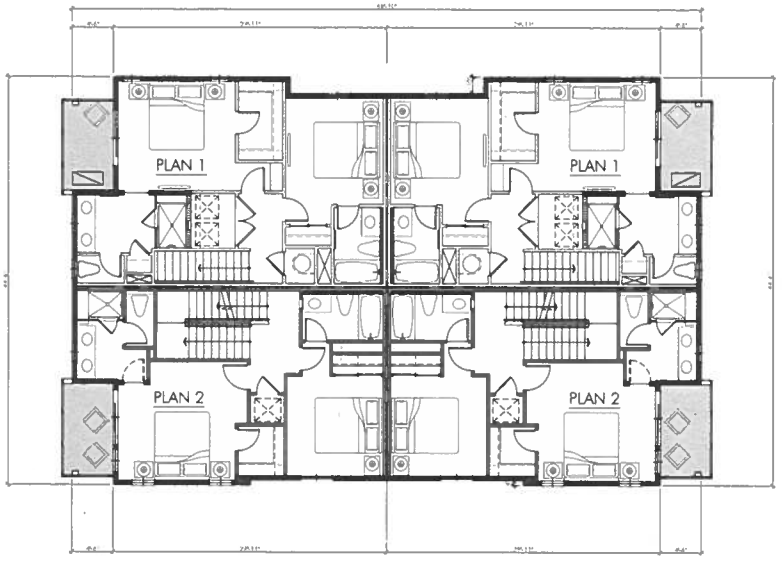
URBAN ARENA



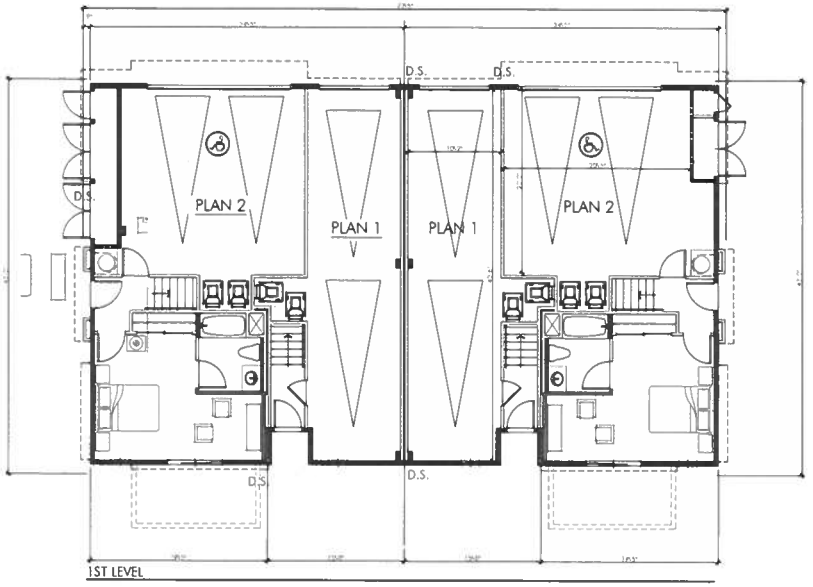

4TH LEVEL




2ND LEVEL




3RD LEVEL




1ST LEVEL




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

3/16" = 1'-0" SCALE

0 8 16

4-STORY
TYPE A4 COMPOSITE PLANS | A4.02

URBAN ARENA




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

3/16" = 1'-0" SCALE

0 8 16

4-STORY

TYPE A4 ROOF PLAN | A4.03

URBAN ARENA



FRONT ELEVATION



RIGHT ELEVATION


REAR ELEVATION



LEFT ELEVATION

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

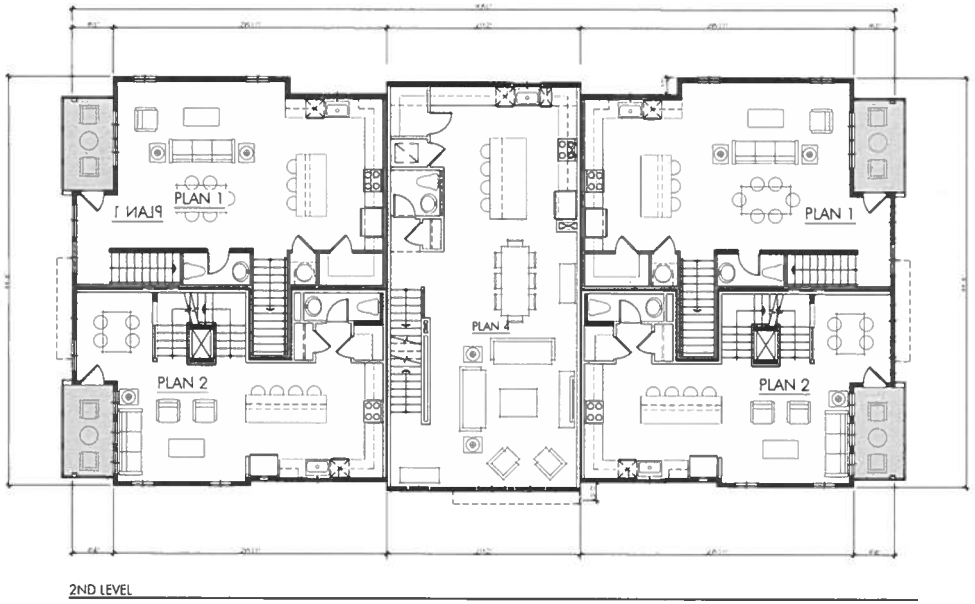
3/16" = 1'-0" SCALE

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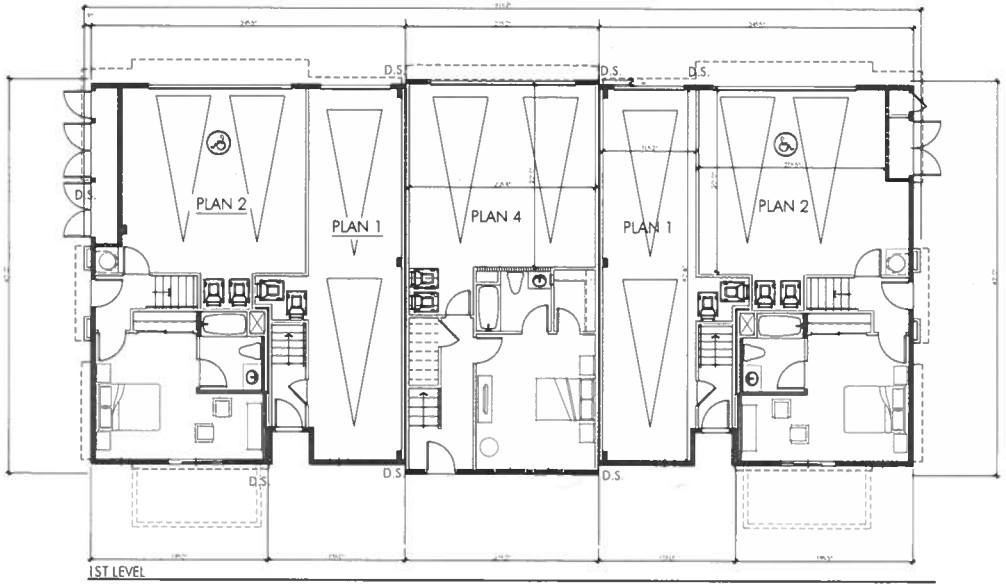
4-STORY

TYPE A4 ELEVATIONS | A4.04

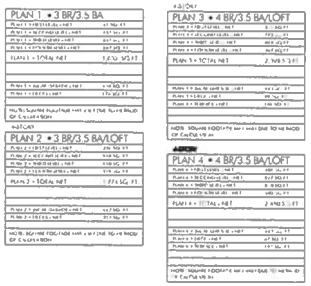
URBAN ARENA




2ND LEVEL




1ST LEVEL




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

3/16" = 1'-0" SCALE

0 8 16

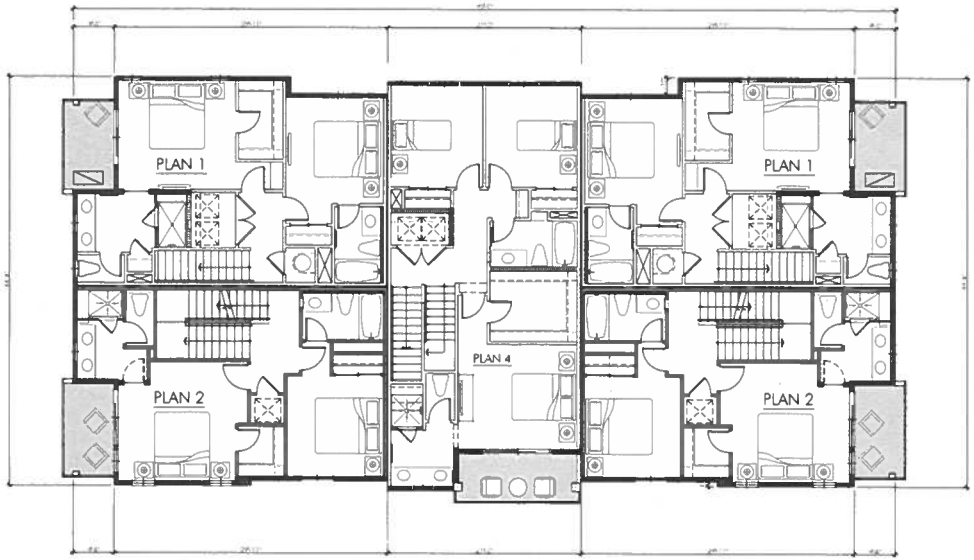
4-STORY

TYPE A5 COMPOSITE PLANS | A4.05

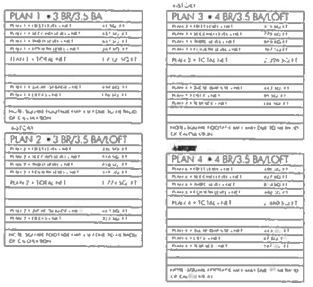
URBAN ARENA




4TH LEVEL




3RD LEVEL




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

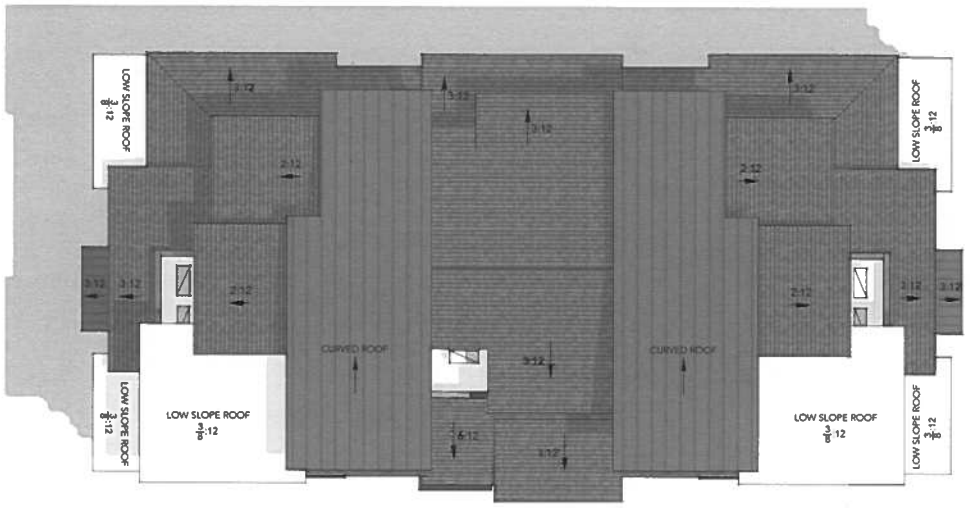
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0 8 16

4-STORY

TYPE A5 COMPOSITE PLANS | A4.06

URBAN ARENA




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

3/16" = 1'-0" SCALE

0 8 16

4-STORY

TYPE A5 ROOF PLAN | A4.07

URBAN ARENA




FRONT ELEVATION



REAR ELEVATION

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

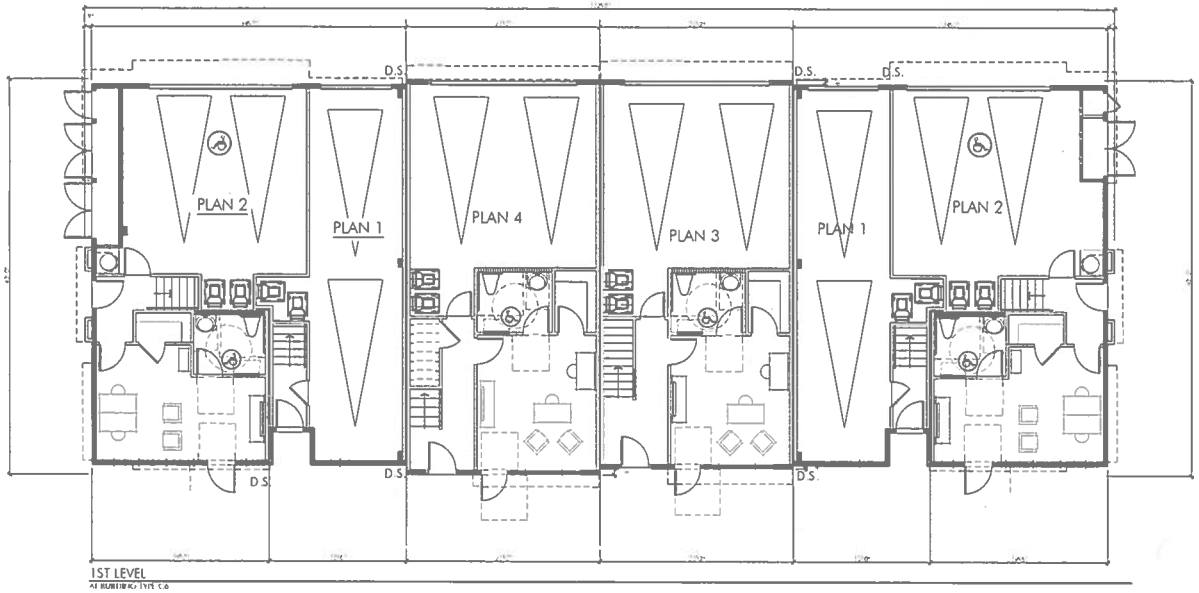
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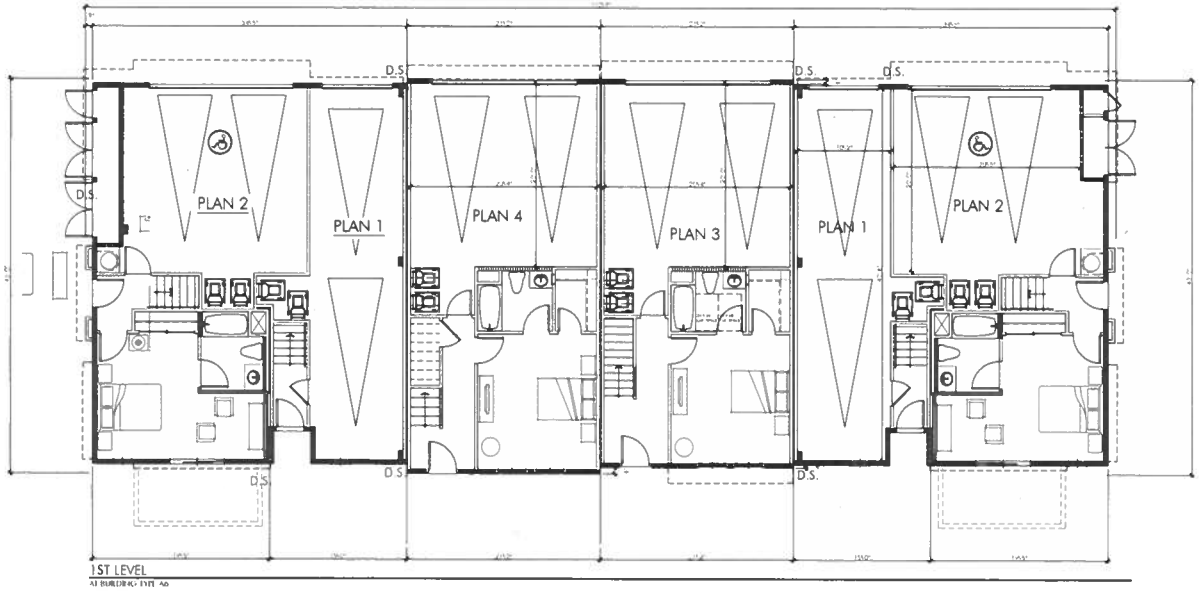
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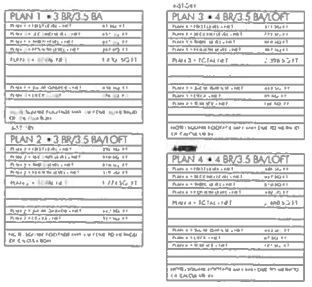
4-STORY

TYPE A5 ELEVATIONS | A4.08

URBAN ARENA




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

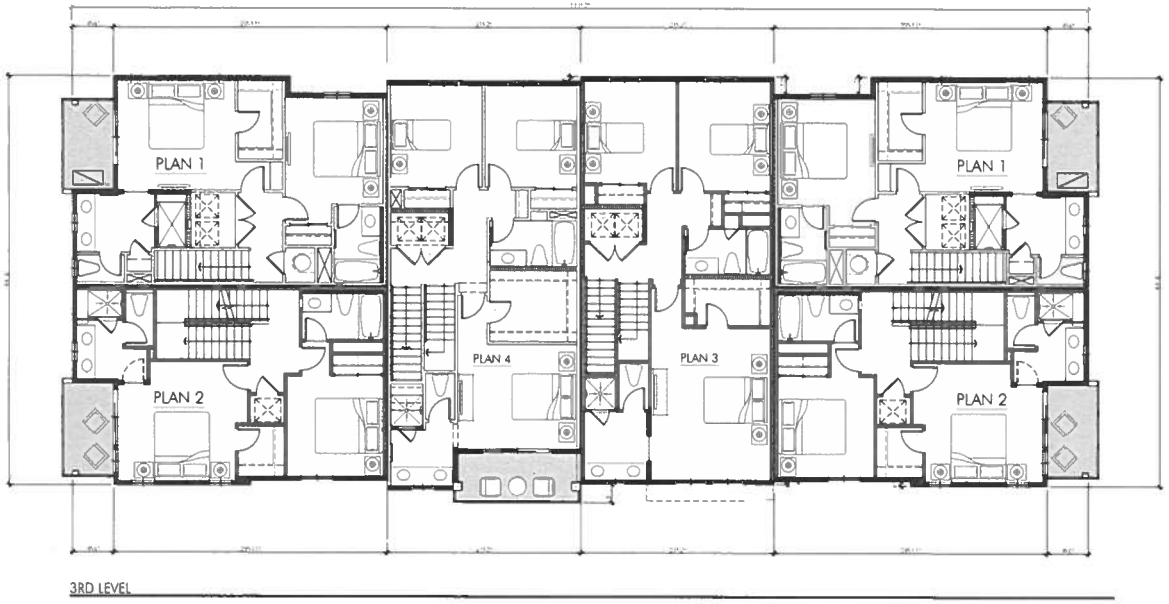
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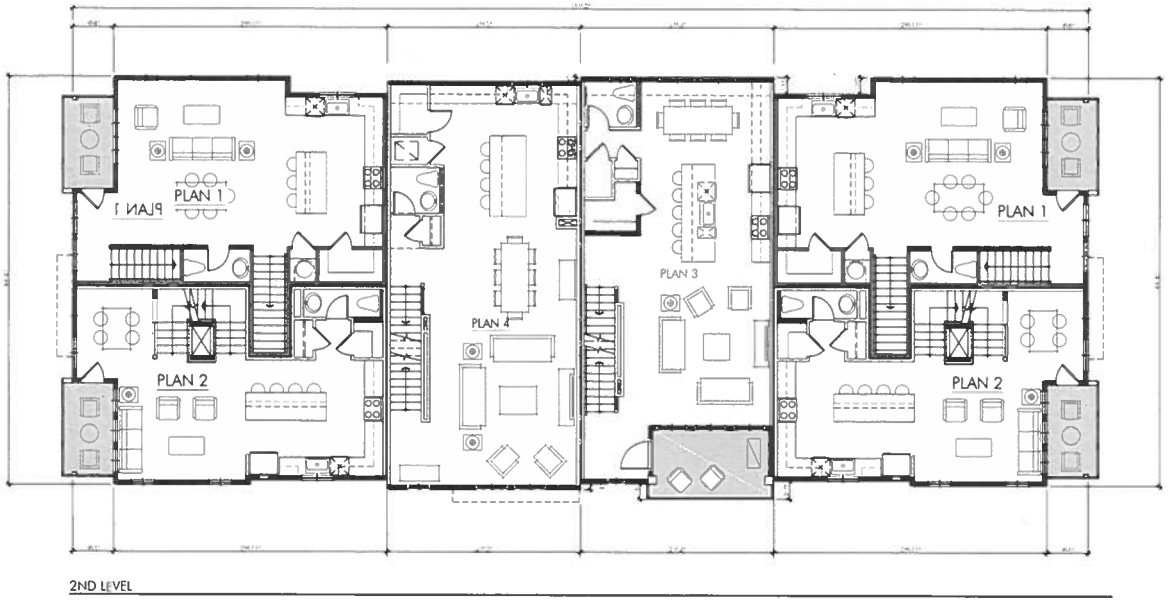
4-STORY

TYPE A6 & C6 COMPOSITE PLANS | A4.09

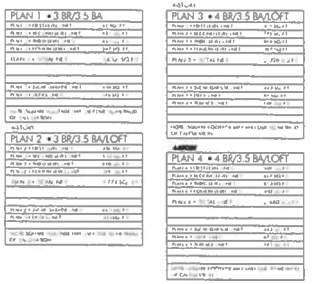
URBAN ARENA




3RD LEVEL




2ND LEVEL




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

3/16" = 1'-0" SCALE

0 8 16

4-STORY

TYPE A6 & C6 COMPOSITE PLANS | A4.10

URBAN ARENA







4TH LEVEL

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

3/16" = 1'-0" SCALE

0 8 16

4-STORY

TYPE A6 & C6 COMPOSITE PLANS | A4.11

URBAN ARENA




FRONT ELEVATION



REAR ELEVATION

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

3/16" = 1'-0" SCALE

0 8 16

4-STORY

TYPE A6 ELEVATIONS | A4.12

URBAN ARENA




FRONT ELEVATION



REAR ELEVATION

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

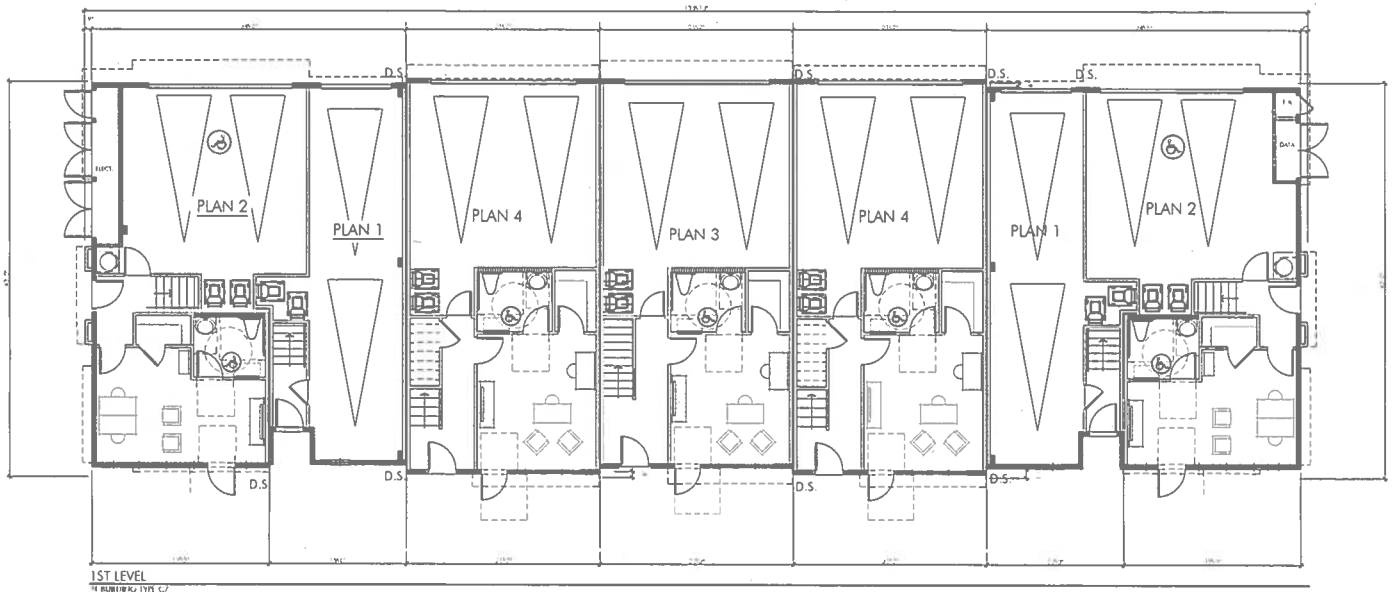
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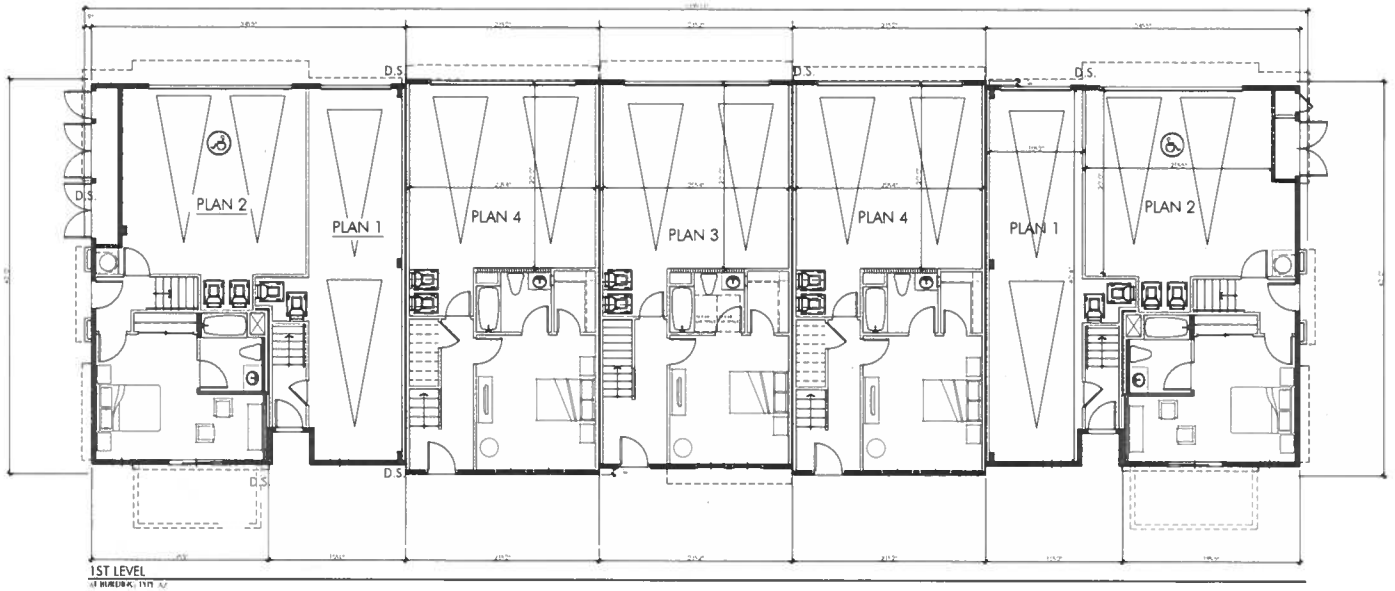
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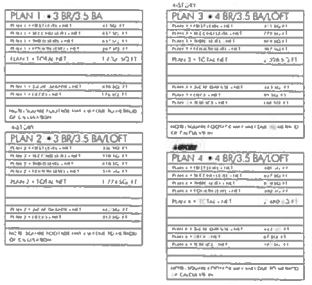
4-STORY

TYPE C6 ELEVATIONS | A4.13

URBAN ARENA




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

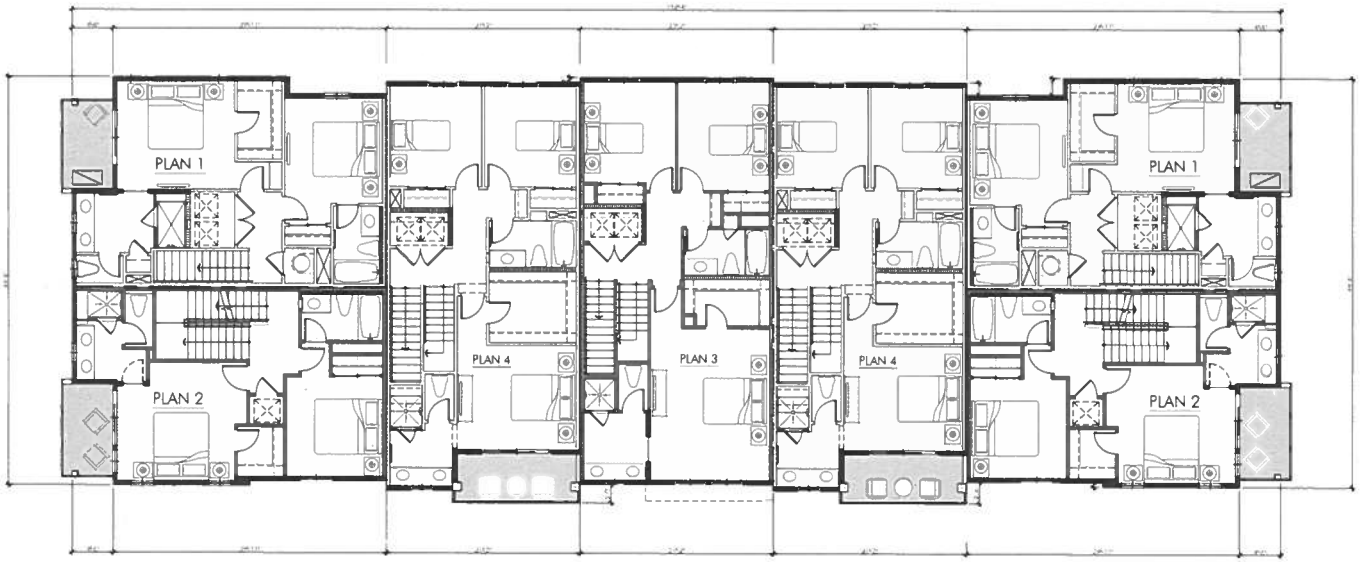
3/16" = 1'-0" SCALE

0 8 16

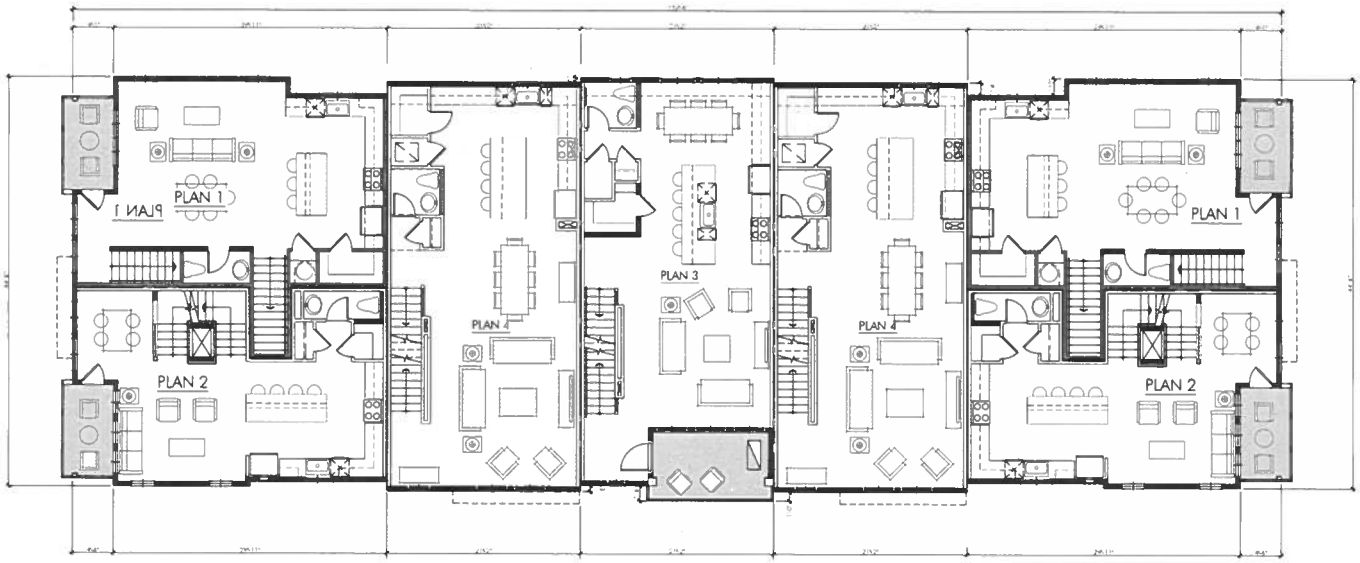
4-STORY

TYPE A7 & C7 COMPOSITE PLANS | A4.14

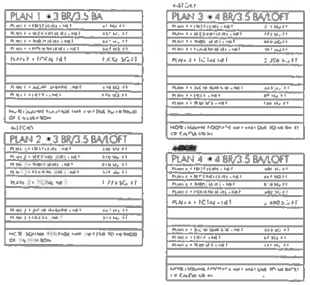
URBAN ARENA




3RD LEVEL




2ND LEVEL




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

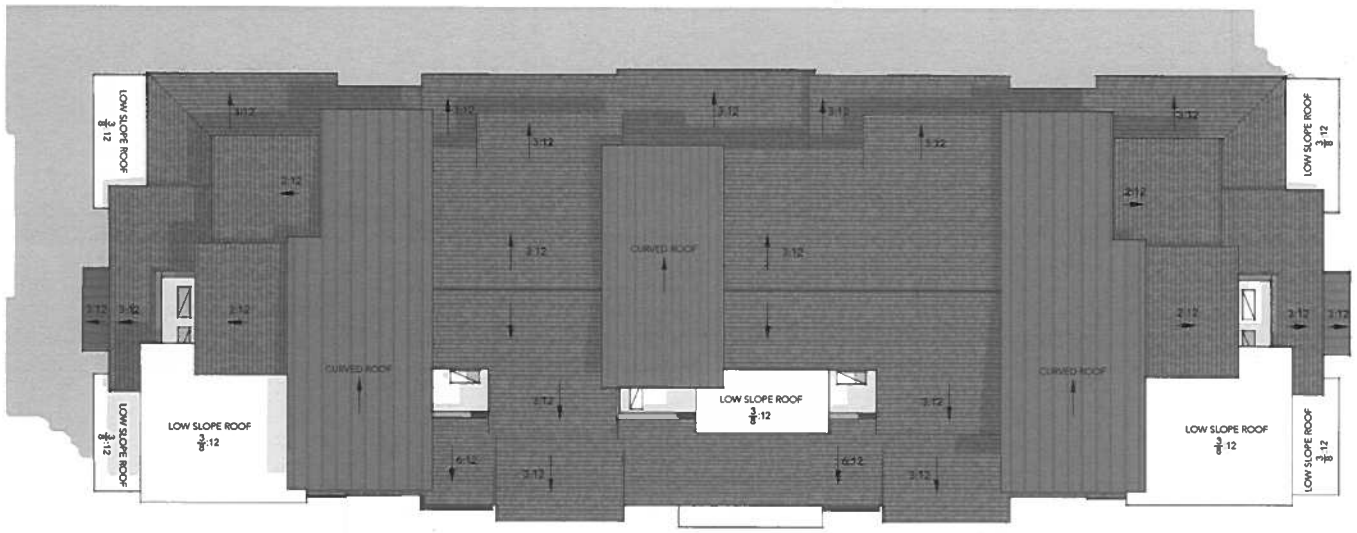
3/16" = 1'-0" SCALE

0 8 16

4-STORY

TYPE A7 & C7 COMPOSITE PLANS | A4.15

URBAN ARENA







4TH LEVEL

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

3/16" = 1'-0" SCALE

0 8 16

4-STORY

TYPE A7 & C7 COMPOSITE PLANS | A4.16

URBAN ARENA



FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

3/16" = 1'-0" SCALE

0 8 16

4-STORY

TYPE A7 ELEVATIONS | A4.17

URBAN ARENA




FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



LEFT ELEVATION

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

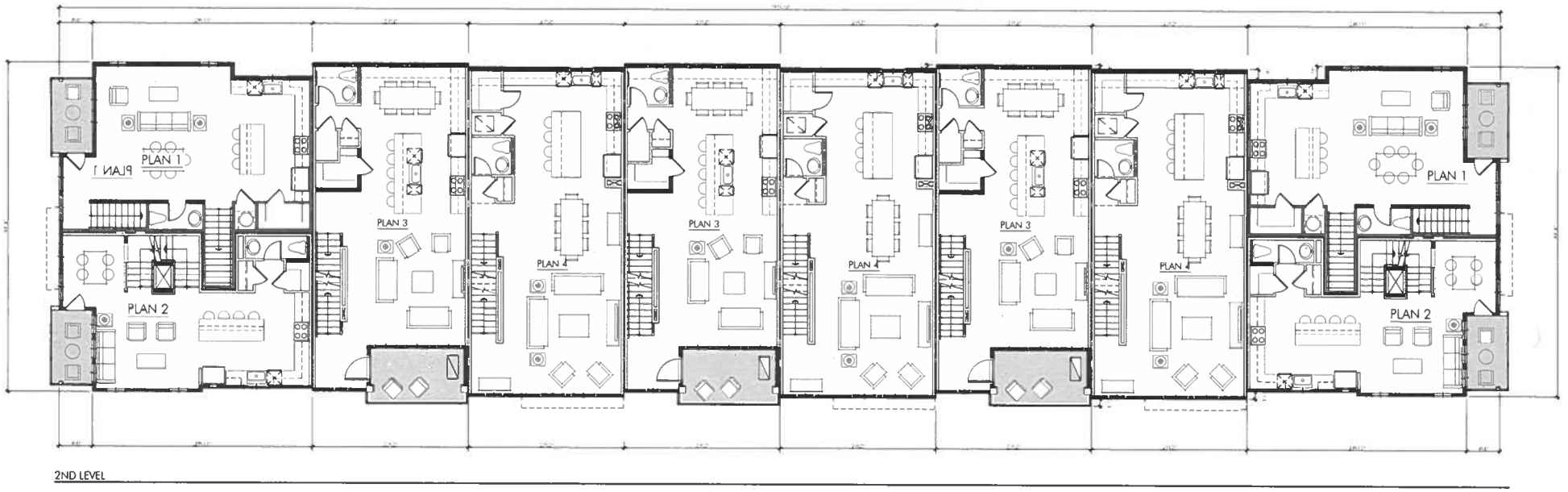
3/16" = 1'-0" SCALE

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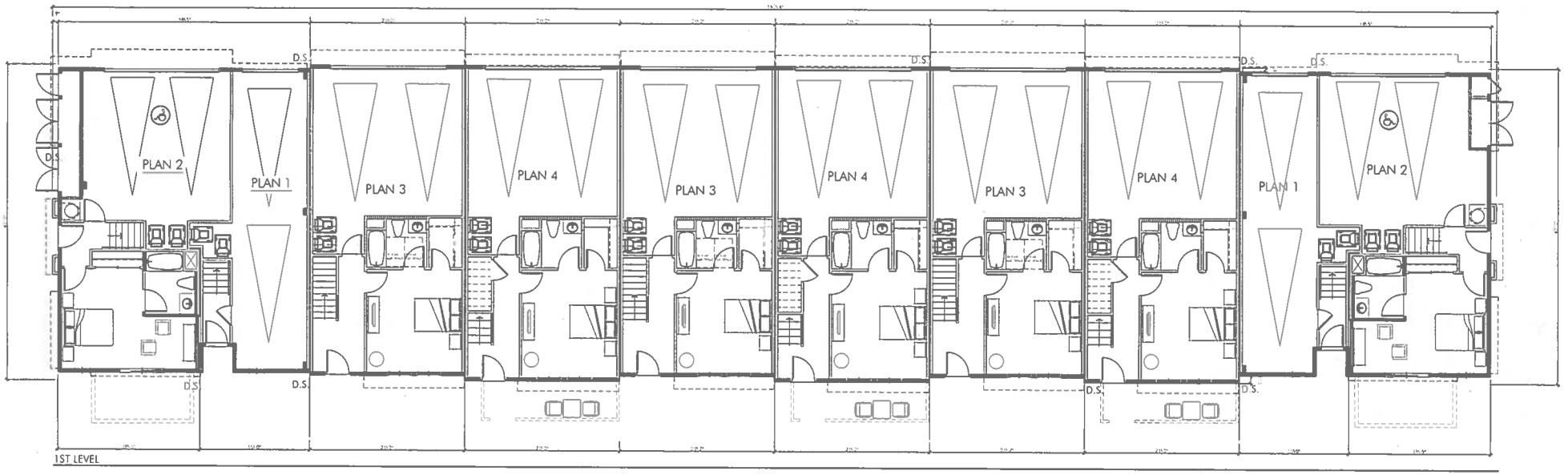
4-STORY

TYPE C7 ELEVATIONS | A4.18

URBAN ARENA




2ND LEVEL




1ST LEVEL

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

3/16" = 1'-0" SCALE

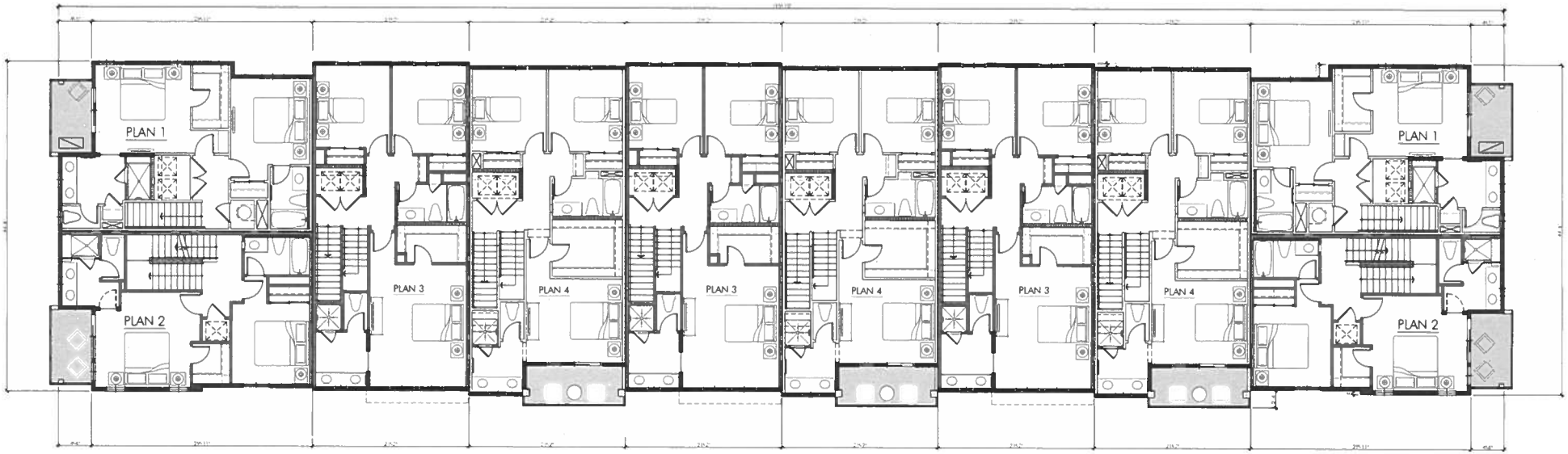
0 8 16

4-STORY
TYPE A10 COMPOSITE PLANS | A4.19

URBAN ARENA




4TH LEVEL




3RD LEVEL

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

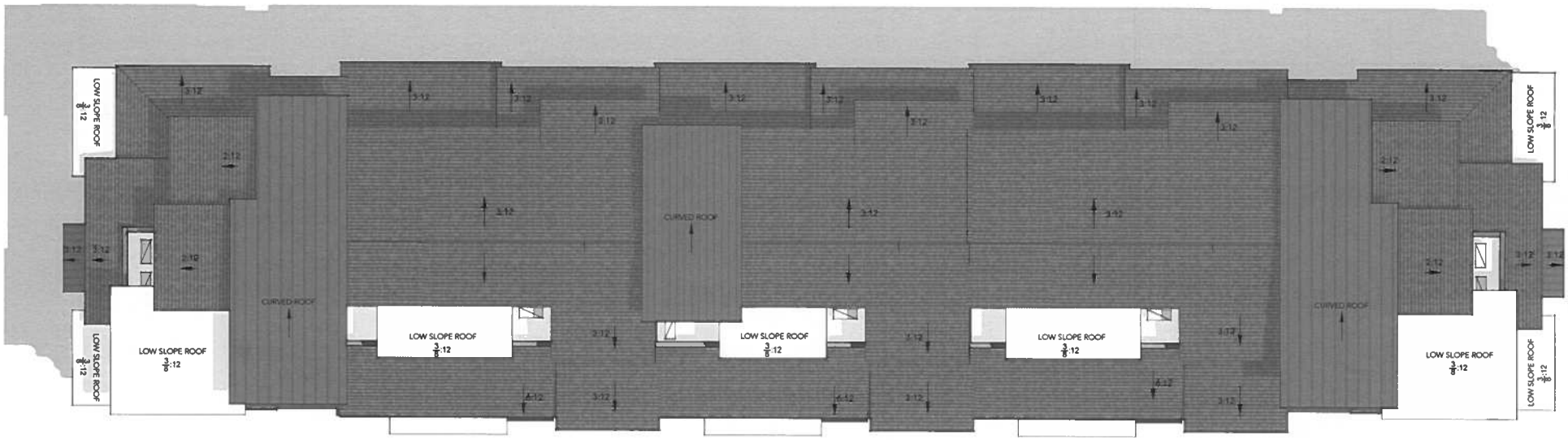
3/16" = 1'-0" SCALE

0 8 16

4-STORY

TYPE A10 COMPOSITE PLANS | A4.20

URBAN ARENA




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

3/16" = 1'-0" SCALE

0 8 16

4-STORY
TYPE A10 ROOF PLAN | A4.21

URBAN ARENA




FRONT ELEVATION



REAR ELEVATION

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

3/16" = 1'-0" SCALE

0 8 16

4-STORY
TYPE A10 ELEVATIONS | A4.22

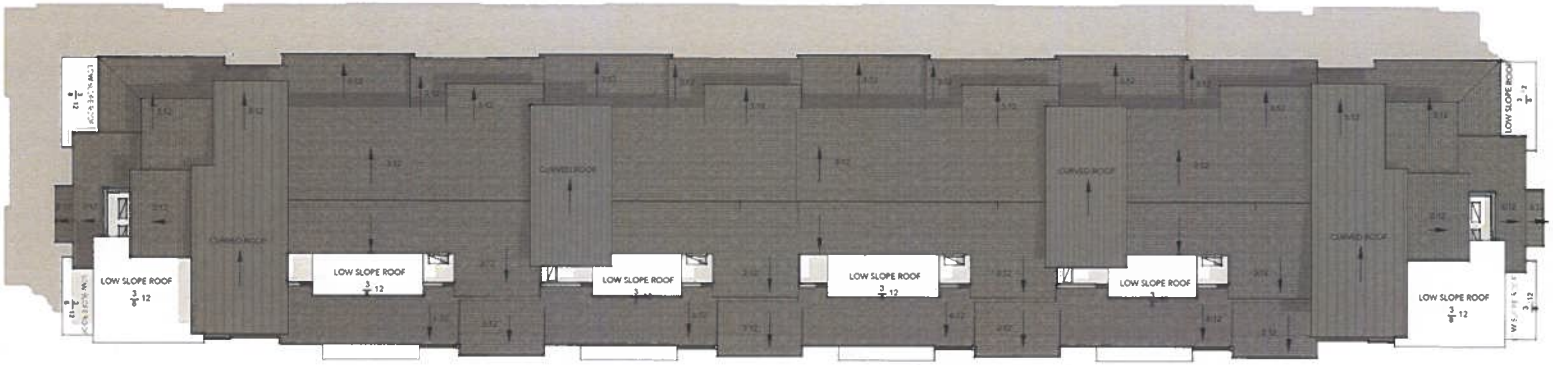
URBAN ARENA



FRONT ELEVATION



REAR ELEVATION




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

1/8" = 1' - 0" SCALE

0 8 16

4-STORY

TYPE A12 ELEVATIONS | A4.23

URBAN ARENA



# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

4-STORY FRONT PERSPECTIVE | A4.24

URBAN ARENA



# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

4-STORY REAR PERSPECTIVE | A4.25

URBAN ARENA




COLOR SCHEME A

1. ROOF
"WEATHERED ZINC"
PAC-CLAD

2. ALUMINUM STOREFRONT
SINGLE HUNG - BLACK
MILGARD

3. BRICK
TUNDRABRICK
"LATIGO"
EL DORADO STONE

4 OUTDOOR FAN
HAIKU COASTAL 52"
BLACK
BIG ASS FANS

5. OUTDOOR LIGHTING
SEBRING 8"
TEXTURED BLACK
VISUAL COMFORT

A. STUCCO 1 16/20 ENTRY DOOR 1
SW 7005 "PURE WHITE"

B. STUCCO 2 16/20
SW 9145 "SLEEPY HOLLOW"

C. STUCCO 3 16/20
SW 7068 "GRIZZLE GRAY"

D. SIDING
SW 7076 "CYBERSPACE"

E. TRIM/ GARAGE DOOR
SW 7068 "GRIZZLE GRAY"

F. ENTRY DOOR 2
SW 6228 "REFUGE"

G. ENTRY DOOR 3
SW 6191 "CONTENTED"

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

UA SPLIT COLOR & MATERIAL BOARD A | A5.01

URBAN ARENA




COLOR SCHEME B

1. ROOF
"WEATHERED ZINC"
PAC-CLAD

2. ALUMINUM STOREFRONT
SINGLE HUNG - BLACK
MILGARD

3. BRICK
TUNDRABRICK
"HARTFORD"
EL DORADO STONE

4. OUTDOOR FAN
HAIKU COASTAL 52"
BLACK
BIG ASS FANS

5. OUTDOOR LIGHTING
SEBRING 8"
TEXTURED BLACK
VISUAL COMFORT

A. STUCCO 1 16/20 ENTRY DOOR 1
SW 7005 "PURE WHITE"

B. STUCCO 2 16/20
SW 9139 "DEBONAIR"

C. STUCCO 3 16/20
SW 9141 "WATERLOO"

D. SIDING
SW 7656 "RHINESTONE"

E. TRIM/ GARAGE DOOR
SW 7068 "GRIZZLE GRAY"

F. ENTRY DOOR 2
SW 6517 "REGATTA"

G. ENTRY DOOR 3
SW 6191 "CONTENTED"

# THE FIELDS - ELION (DISTRICT LOT 3A)

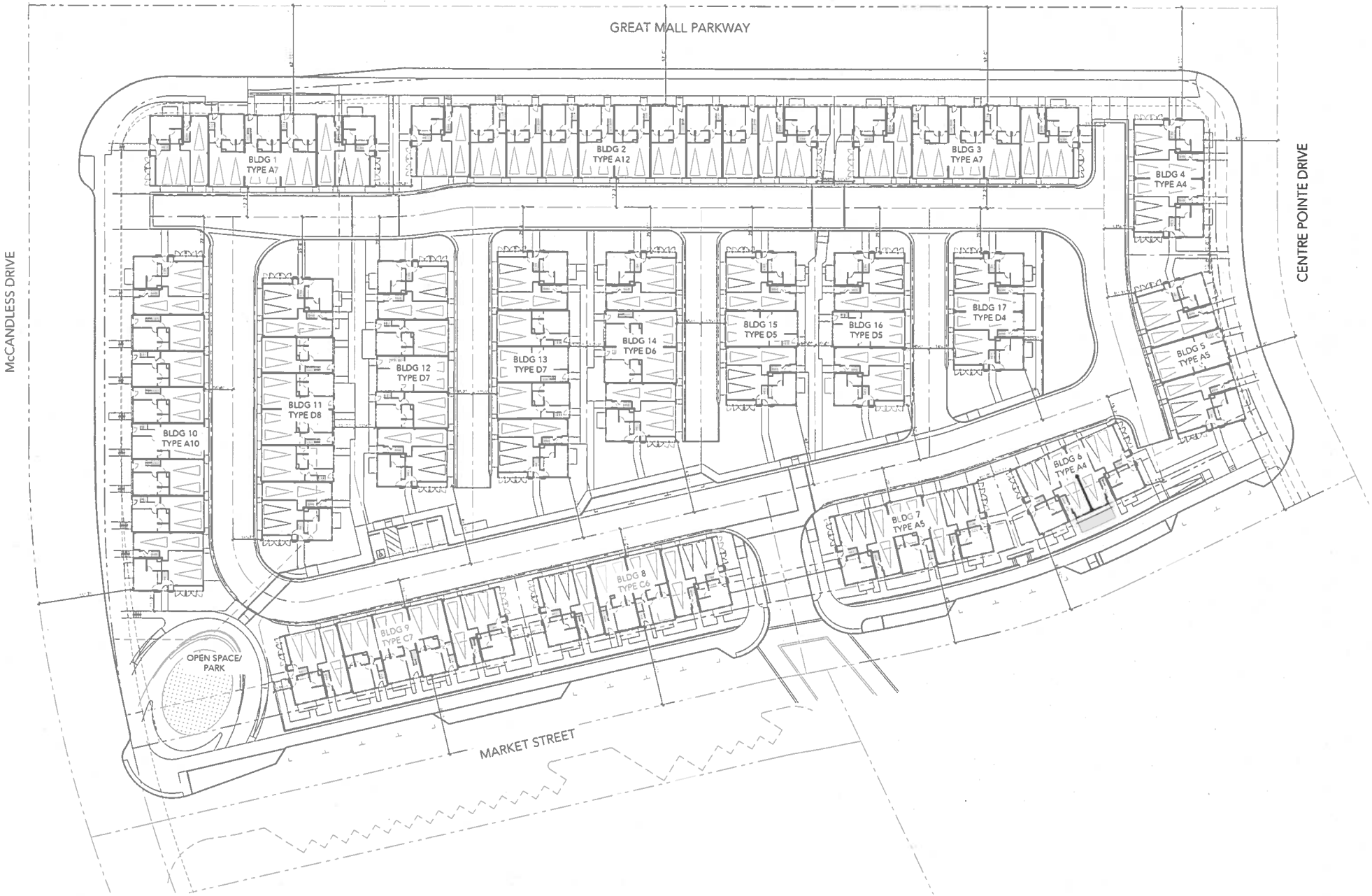
MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

UA SPLIT COLOR & MATERIAL BOARD B | A5.02

URBAN ARENA




# THE FIELDS - ELION (DISTRICT LOT 3A)

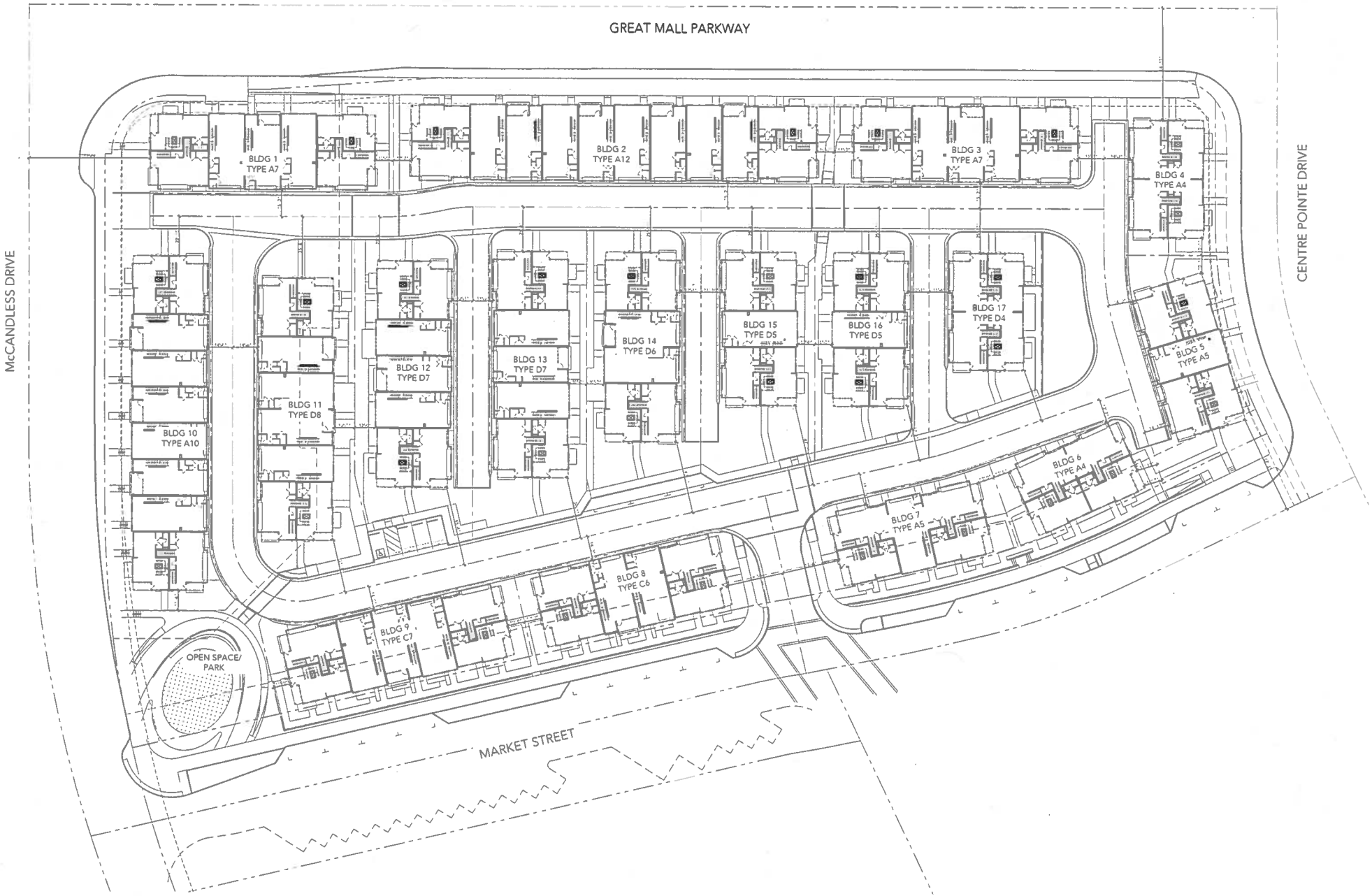
MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

FIRE SEPARATION DISTANCE PLAN - LEVEL 1 | A6.01

URBAN ARENA




# THE FIELDS - ELION (DISTRICT LOT 3A)

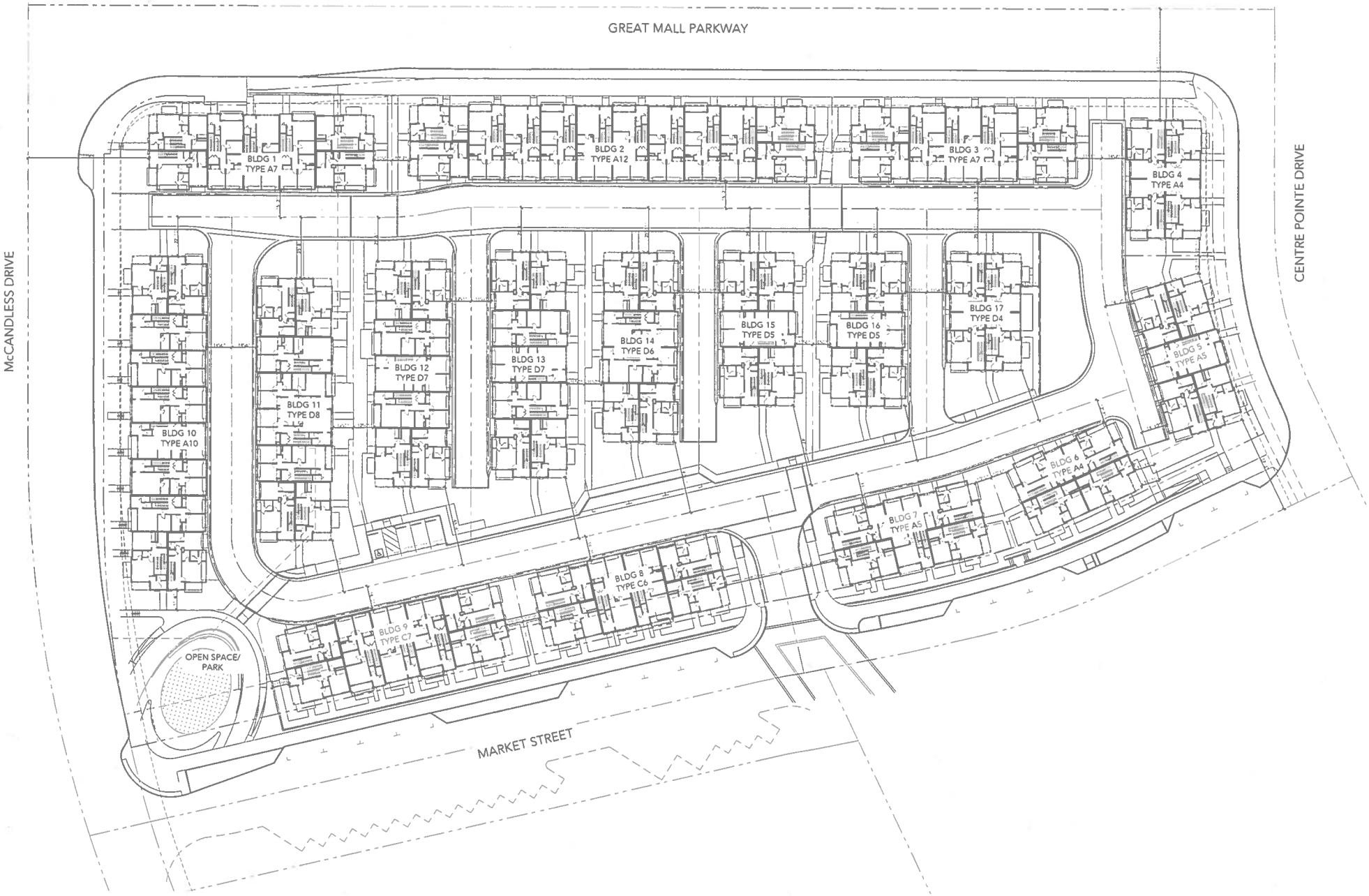
MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

FIRE SEPARATION DISTANCE PLAN - LEVEL 2 | A6.02

URBAN ARENA




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

FIRE SEPARATION DISTANCE PLAN - LEVEL 3 | A6.03

URBAN ARENA




# THE FIELDS - ELION (DISTRICT LOT 3A)

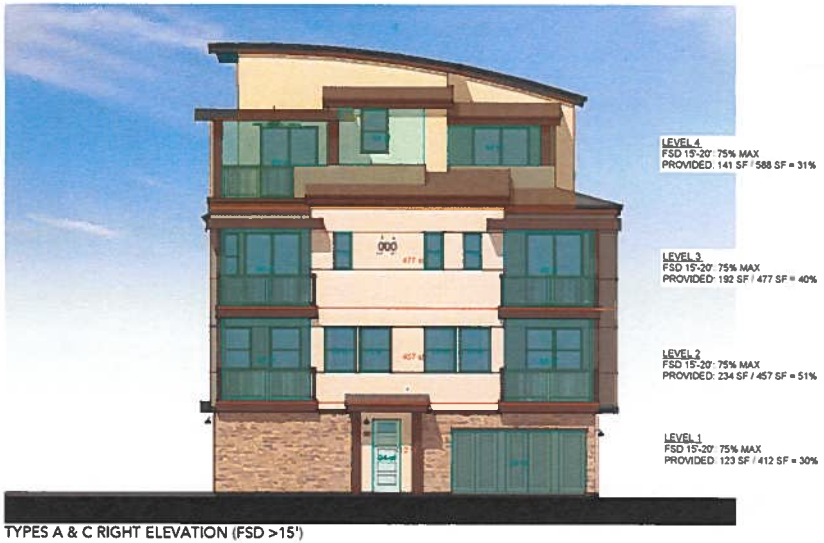
MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

FIRE SEPARATION DISTANCE PLAN - LEVEL 4 | A6.04

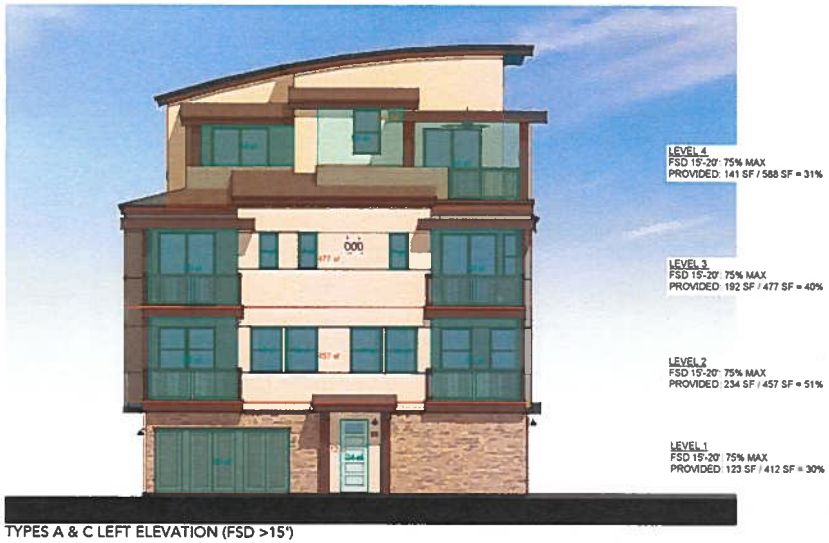
URBAN ARENA




TYPES A & C RIGHT ELEVATION (FSD >15')
BUILDINGS 1, 4, & 8




TYPES A & C RIGHT ELEVATION (FSD <15')
BUILDINGS 2, 3, 5, 6, 7, 9, & 10




TYPES A & C LEFT ELEVATION (FSD >15')
BUILDINGS 3, 5, 7, & 10




ALL TYPES A & C LEFT ELEVATION (FSD <15')
BUILDINGS 1, 2, 4, 6, 8, & 9

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

OPENING CALCULATIONS | A6.05

URBAN ARENA




TYPE A4 REAR ELEVATION
BUILDINGS 4 & 6




TYPE A5 REAR ELEVATION
BUILDINGS 5 & 7




TYPE C6 REAR ELEVATION
BUILDING 8

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26




TYPES A7 & C7 REAR ELEVATION
BUILDINGS 1, 3, & 9




TYPE A10 REAR ELEVATION
BUILDING 10

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26

OPENING CALCULATIONS | A6.07

URBAN ARENA



TYPE A12 REAR ELEVATION
BUILDING 2




TYPE A12 REAR ELEVATION
BUILDING 2

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 04 | 15 | 26




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

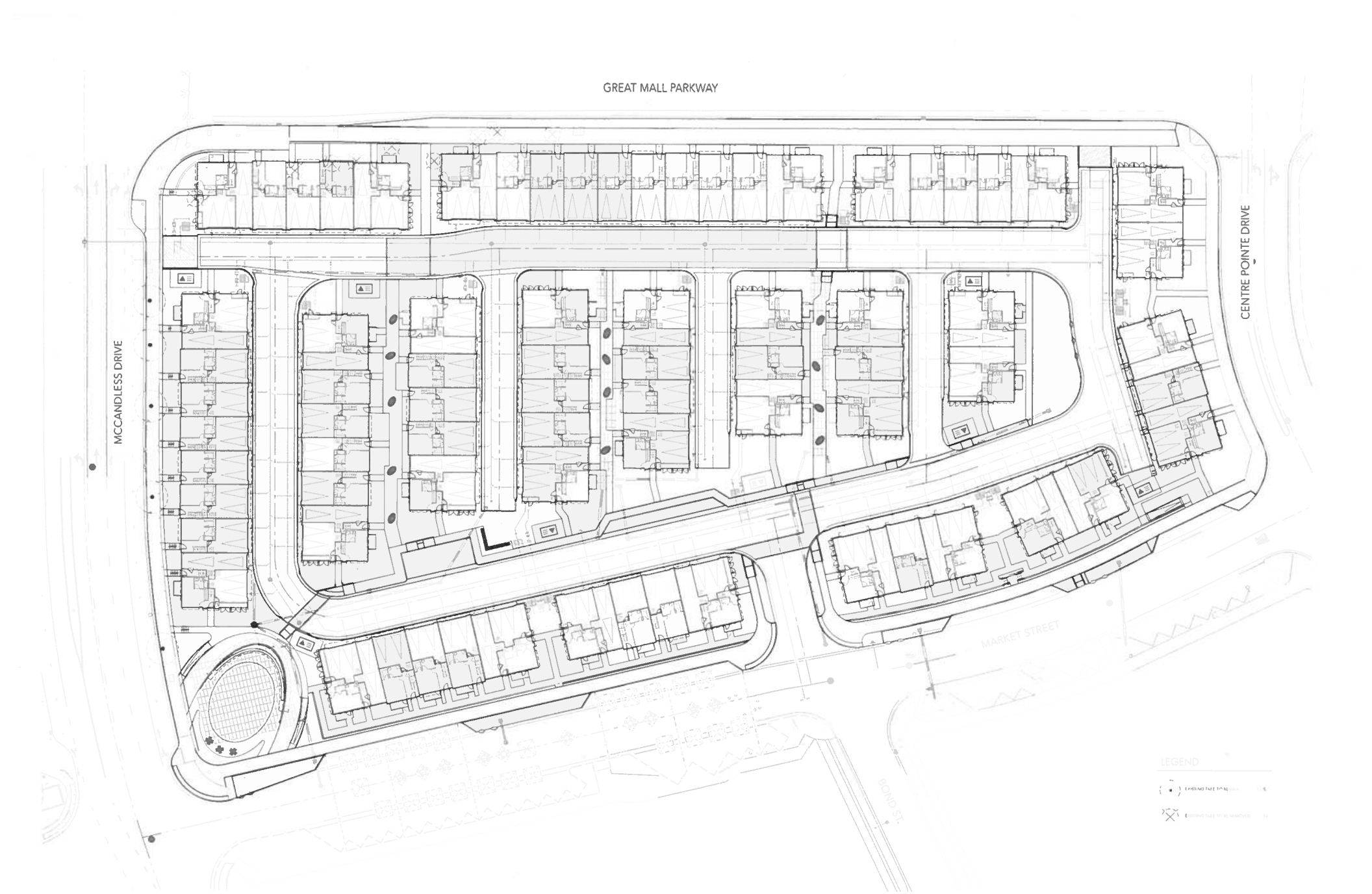
LYON LIVING | 25-041

DATE 02 | 26 | 26

1"=20'-0" SCALE 0 20 40 NORTH

OVERALL CONCEPTUAL LANDSCAPE PLAN I L1

URBAN ARENA




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 02 | 19 | 26

TREE REMOVAL AND REPLACEMENT PLAN | L2

URBAN ARENA




# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 02 | 19 | 26

1"=20'-0" SCALE

0 20 40

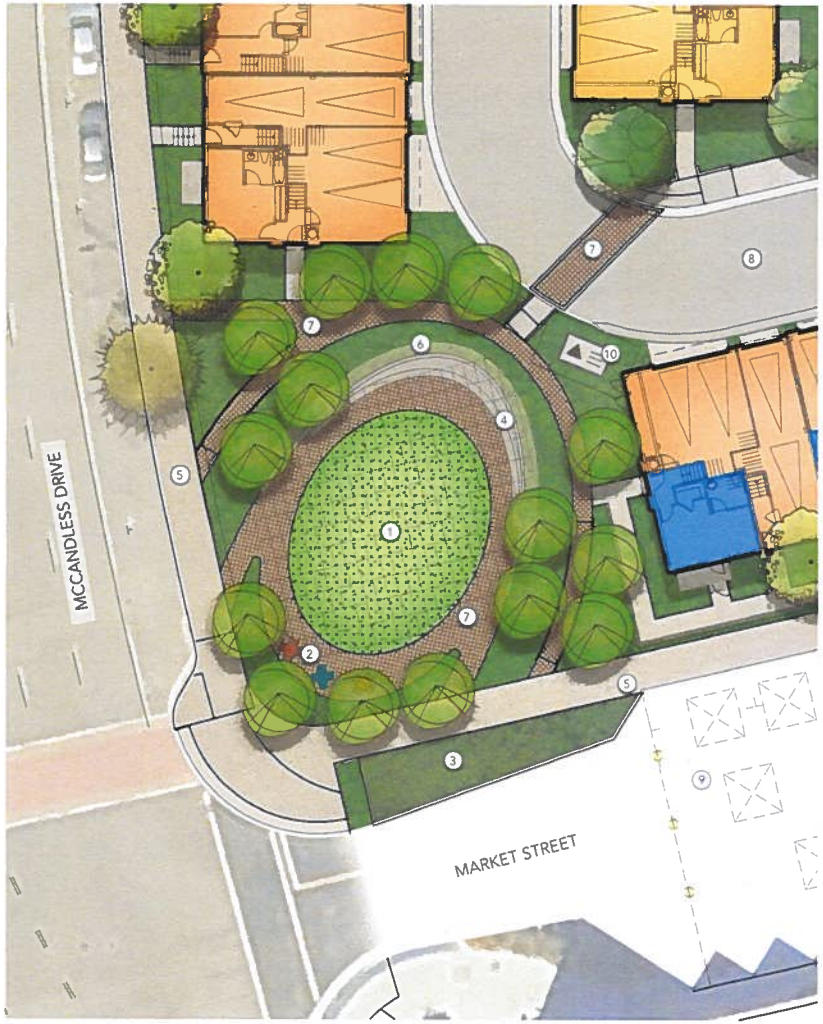
NORTH

URBAN ARENA

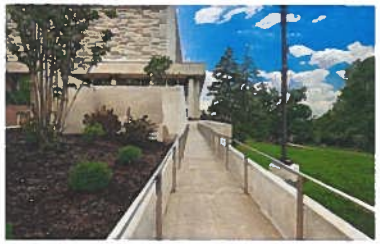
CONCEPTUAL PLANTING PLAN | L3

## DESIGN FEATURES

1. OPEN SPACE LAWN
2. SEATING
3. BIORETENTION AREA
4. SEAT WALL
5. PUBLIC SIDEWALK
6. OVERHEAD TRELLIS
7. ENHANCED PAVING
8. VEHICULAR PAVING
9. FARMER'S MARKET
10. TRANSFORMER




## INSPIRATION

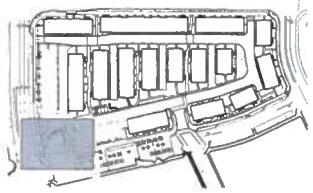












# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

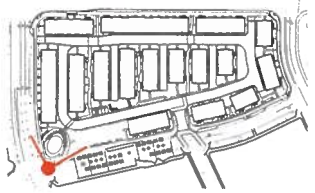
DATE 02 | 19 | 26

1"=10'-0" SCALE 0 10 20 NORTH

URBAN ARENA

PUBLIC PARK CONCEPTUAL LANDSCAPE PLAN I L4





# THE FIELDS - ELION (DISTRICT LOT 3A)

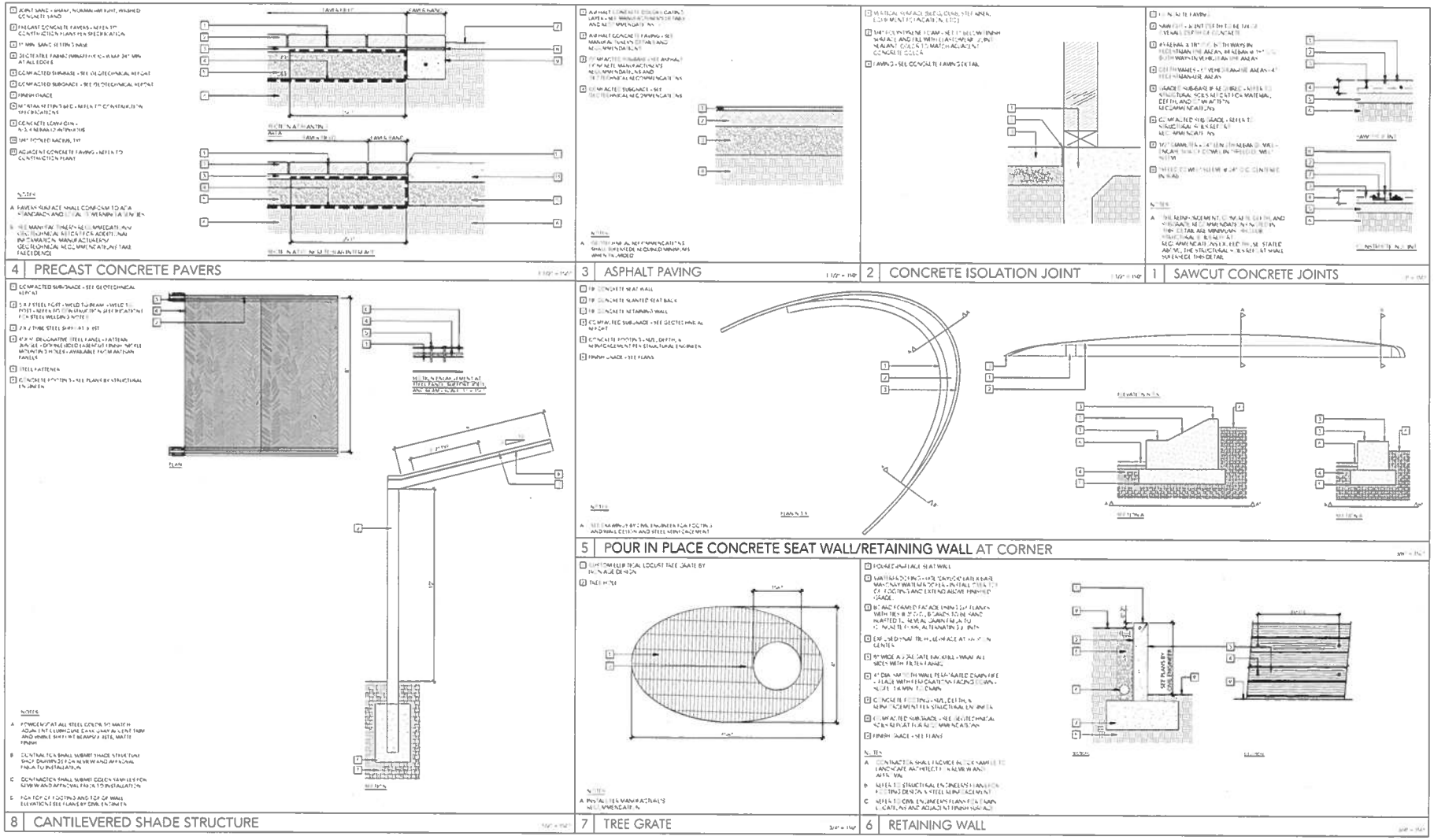
MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 02 | 19 | 26

PUBLIC PARK PERSPECTIVE I L5

URBAN ARENA



4 | PRECAST CONCRETE PAVERS

3 | ASPHALT PAVING

2 | CONCRETE ISOLATION JOINT

1 | SAWCUT CONCRETE JOINTS

8 | CANTILEVERED SHADE STRUCTURE

5 | POUR IN PLACE CONCRETE SEAT WALL/RETAINING WALL AT CORNER

7 | TREE GRATE

6 | RETAINING WALL

# THE FIELDS - ELION (DISTRICT LOT 3A)

MILPITAS | CALIFORNIA

LYON LIVING | 25-041

DATE 02 | 19 | 26

PRELIMINARY LANDSCAPE CONSTRUCTION DETAILS I L6

URBAN ARENA

## GENERAL NOTES:

1. DEVELOPER: LYON LIVING
4901 BIRCH STREET
NEWPORT BEACH, CA 92660
RILEY PAGNE
(949) 638-1277

2. CIVIL ENGINEER: CARLSON, BARBEE, & GIBSON, INC
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CA 94583
JASON J. NERI, RCE 59136
(925) 866-0322

3. GEOTECHNICAL ENGINEER: ENGEO INCORPORATED
2350 MISSION COLLEGE BLVD, SUITE 800
SANTA CLARA, CA 95054
(925) 717-7100
ANDREW H. HIRSAM

4. ARCHITECT: URBAN ARENA
3195 RED HILL AVENUE, LOFT F
COSTA MESA, CA 92626
CHRISTOPHER STUART
(714) 754-4500

5. LANDSCAPE ARCHITECT: URBAN ARENA
3195 RED HILL AVENUE, LOFT F
COSTA MESA, CA 92626
TIM SULLIVAN
(714) 754-4500

6. BASIS OF BEARINGS: THE CALCULATED GRID BEARING OF N38°43'33"W OF THE LINE BETWEEN THE FOUND MONUMENT AT THE INTERSECTION OF MONTAGUE EXPRESSWAY WITH CENTRE POINTE DRIVE AND THE FOUND MONUMENT AT THE INTERSECTION OF SOUTH ABEL STREET WITH WEST CURTIS AVENUE WAS USED FOR THE BASIS OF BEARINGS. THESE MONUMENTS ARE SHOWN AS POINT NUMBERS "1008" AND "1011" ON THAT RECORD OF SURVEY FILED JUNE 26, 1996 IN BOOK 678 OF MAPS, AT PAGES 10 THROUGH 13, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA. THE BEARING WAS CALCULATED FROM THE COORDINATE VALUES FROM EPOCH 1986 SHOWN ON SHEET 4 OF 4 THAT SURVEY.

THE VALUES OF POINTS "1008" AND "1011" ARE AS FOLLOWS:

| | NORTHING | EASTING |
|---|---|---|
| "1008" | 1974285.72 | 6156434.98 |
| "1011" | 1977865.34 | 6153460.98 |

7. BENCHMARK: THE BENCHMARK IS A 3.5 INCH PUNCHED DISK (LSB859) IN A MONUMENT WELL AT THE INTERSECTION OF MARKET STREET AND CENTER POINTE DRIVE (PT#504), AS SET BY WOOD RODGERS & NOT A PART OF THE CITY BENCHMARK SYSTEM. ELEVATION IS TO BE VALIDATED/CONFIRMED.

MON ID: NR-504
VERTICAL DATUM: NGVD29
ELEVATION 34.405'
(DATUM CONVERSION: NAVD88 = NGVD29 + 2.75')

8. A.P.N.: 086-33-112 AND 086-33-113

9. EXISTING GENERAL PLAN: MILPITAS METRO SPECIFIC PLAN, TRANSIT AREA SPECIFIC PLAN (TASP)
RESIDENTIAL RETAIL HIGH DENSITY MIXED USE (RRHMU)

10. EXISTING ZONING: MXD3 HIGH DENSITY MIXED USE (MXD2 METRO)

11. GROSS SITE AREA: 4.75± ACRES

12. NET SITE AREA: 4.44± ACRES (LESS STREET DEDICATIONS & PARK)

13. MINIMUM LOT SIZE: 4,873 SF (LOT 4)

14. EXISTING LAND USE: VACANT

15. PROPOSED LAND USE: MULTI-FAMILY RESIDENTIAL

16. LOTS & PARCELS: 17 LOTS & 3 PARCELS

17. DWELLING UNITS:

| | |
|---|---|
| MULTI-FAMILY CONDOMINIUM UNITS: | 100 |
| LIVE/WORK UNITS (L/W): | 9 |
| ACCESSORY DWELLING UNITS (ADU'S): | 10 |
| TOTAL: | 119 |

18. NET RESIDENTIAL DENSITY: 26.8 DU/AC (NET)

19. UTILITY PROVIDERS:

| | |
|---|---|
| SANITARY SEWER: | CITY OF MILPITAS |
| WATER: | CITY OF MILPITAS |
| GAS & ELECTRIC: | PACIFIC GAS AND ELECTRIC (PG&E) |
| TELEPHONE: | AT&T |
| CABLE TV: | AT&T BROADBAND |

19. FEMA FLOOD ZONE: ZONE AO; WITH 1' DEPTH

FLOOD INSURANCE RATE MAP NO. 06085C0067J DATED FEB 19, 2014 (REVISED TO REFLECT LOMR EFFECTIVE: FEB. 21, 2017).

20. PUBLIC UTILITIES: PROPOSED WATER, SANITARY SEWER AND STORM DRAIN FACILITIES WILL BE CONSTRUCTED AS PER CITY OF MILPITAS STANDARDS AND DEDICATED TO THE CITY.

21. EXISTING WELLS ON SITE: NONE

22. STREET LIGHTS: STREET LIGHTS WILL BE INSTALLED PER CITY OF MILPITAS STANDARDS AND MAINTAINED BY CITY OF MILPITAS.

23. SITE WALLS: ALL WALLS WILL BE PRIVATE FACILITIES MAINTAINED BY THE HOMEOWNERS.

24. EASEMENTS: EXISTING EASEMENTS MAY REQUIRE VACATION OR RELOCATION TO FACILITATE DEVELOPMENT. ALL PROPOSED, EXISTING, RELOCATED AND VACATED EASEMENTS TO BE SHOWN ON THE FINAL MAP OR PROVIDED BY SEPARATE INSTRUMENT.

25. PRIVATE STREETS: ALL STREETS WITHIN THE SUBDIVISION WILL BE PRIVATE STREETS AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. ALL STREETS WILL BE IN PSUE'S

26. PRIVATE STREET TREES: INSTALLED PER CITY STANDARD NO. 448, MAINTAINED BY THE HOMEOWNER'S ASSOCIATION

27. PRIVATE STORM DRAIN: PROPOSED STORM DRAIN FACILITIES WILL BE PRIVATE FACILITIES AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION, EXCEPT AS NOTED.

28. PRIVATE STREET LIGHTS: LIGHTS ON PRIVATE STREETS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION

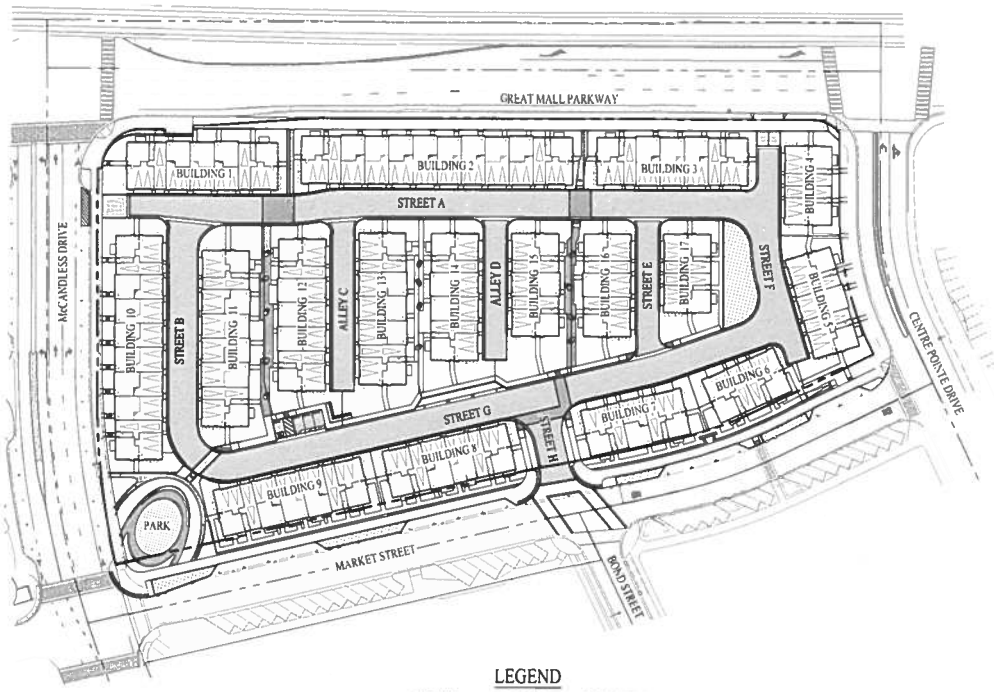
29. LANDSCAPE: ALL LANDSCAPING WITHIN THE PROJECT BOUNDARY WILL BE PRIVATELY OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION (HOA)

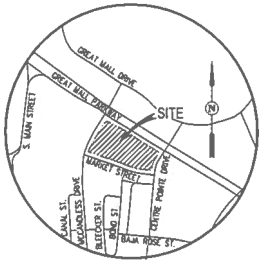
30. GRADING: PROPOSED GRADING AS SHOWN IS PRELIMINARY. GRADING AND ELEVATIONS ARE SUBJECT TO FINAL DESIGN

31. EROSION CONTROL: EROSION CONTROL WILL BE PREPARED PER CITY STANDARDS AND STANDARD BMP'S

32. PHASING: THIS PROJECT MAY BE PHASED. MULTIPLE FINAL MAPS MAY BE FILED ON THE LANDS SHOWN ON THE VESTING TENTATIVE MAP IN ACCORDANCE WITH ARTICLE 4, SECTION 66456.1 OF THE SUBDIVISION MAP ACT. PHASING SHOWN ON THE VESTING TENTATIVE MAP IS PRELIMINARY AND SUBJECT TO THE FINAL MAP(S).

33. CONDOMINIUM MAP: A CONDOMINIUM MAP WILL BE RECORDED FOR LOTS 1 THROUGH 17. THE SUBDIVISION IS A CONDOMINIUM PROJECT AS DEFINED IN SECTION 1350 ET. SEQ. OF THE CIVIL CODE OF THE STATE OF CALIFORNIA AND FILED PURSUANT TO THE SUBDIVISION MAP ACT. THE TOTAL NUMBER OF CONDOMINIUM DWELLING UNITS SHALL BE NO MORE THAN 119 CONDOMINIUM UNITS




VICINITY MAP
NOT TO SCALE

## SHEET INDEX


| SHEET NO. | SHEET TITLE |
|---|---|
| TM-01 | COVER SHEET |
| TM-02 | PROPOSED LOTTING PLAN |
| TM-03 | EXISTING CONDITIONS PLAN |
| TM-04 | SITE DEVELOPMENT PLAN |
| TM-05 | PRELIMINARY GRADING PLAN |
| TM-06 | PRELIMINARY UTILITY PLAN |
| TM-07 | PRELIMINARY STORMWATER TREATMENT PLAN |
| TM-08 | TYPICAL STORMWATER DETAILS |
| TM-09 | TYPICAL STREET SECTIONS & DETAILS |
| TM-10 | FIRE ACCESS PLAN |
| TM-11 | PRELIMINARY SOLID WASTE MANAGEMENT PLAN |
| TM-12 | PRELIMINARY SITE ACCESSIBILITY PLAN |


## LEGEND

| EXISTING | PROPOSED | DESCRIPTION |
|---|---|---|
| | | PROJECT BOUNDARY |
| | | CENTERLINE |
| | | LOT LINE |
| | | RIGHT-OF-WAY |
| | | EASEMENT LINE |
| | | CURB & GUTTER |
| | | ASPHALT PAVEMENT |
| | | BIORETENTION AREA |

## ABBREVIATIONS

| | | | |
|---|---|---|---|
| AB | AGGREGATE BASE | LF | LINEAR FEET |
| AC | ASPHALT CONCRETE | LP | LOW POINT |
| AD | AREA DRAIN | LW | LIVE WORK UNIT |
| ADU | ACCESSORY DWELLING UNIT | MAX | MAXIMUM |
| APN | ASSESSOR'S PARCEL NUMBER | MH | MANHOLE |
| BM | BENCHMARK | MIN | MINIMUM |
| BW | BACK OF WALK | NTS | NOT TO SCALE |
| CB | CATCH BASIN | OHW | OVERHEAD WIRES |
| CL | CENTERLINE | PAE | PUBLIC ACCESS EASEMENT |
| CO | CLEANOUT | PL | PROPERTY LINE |
| DI | DROP INLET | PRUE | PRIVATE SERVICE & UTILITY EASEMENT |
| DN | DOCUMENT NUMBER | PSUE | PUBLIC SERVICE & UTILITY EASEMENT |
| DW | DRIVEWAY | PSWSE | PUBLIC SEWER, UTILITY, & SIDEWALK EASEMENT |
| EAE | EMERGENCY ACCESS EASEMENT | R/W | RIGHT OF WAY |
| EG | EXISTING GRADE | RW | RECYCLED WATER |
| EP | EDGE OF PAVEMENT | S | SLOPE |
| EL | ELEVATION | SD | STORM DRAIN |
| ESMT | EASEMENT | SF | SQUARE FEET |
| EX | EXISTING | SS | SANITARY SEWER |
| FG | FINISH GRADE | SSCO | SANITARY SEWER CLEANOUT |
| FH | FIRE HYDRANT | STD | STANDARD |
| FL | FIELD INLET | SWE | SIDEWALK EASEMENT |
| FL | FLOWLINE | TBC | TOP OF BEVELED CURB |
| GB | GRADE BREAK | TC | TOP OF CURB |
| GR | GRATE | TELE | TELEPHONE LINE |
| HP | HIGH POINT | TSD | TREATED STORM DRAIN |
| INV | INVERT | TYP | TYPICAL |
| JT | JOINT TRENCH | W | WATER |

# COVER SHEET
# VESTING TENTATIVE MAP
## FOR CONDOMINIUM PURPOSES
## THE FIELDS - ELION (DISTRICT LOT 3A)

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA

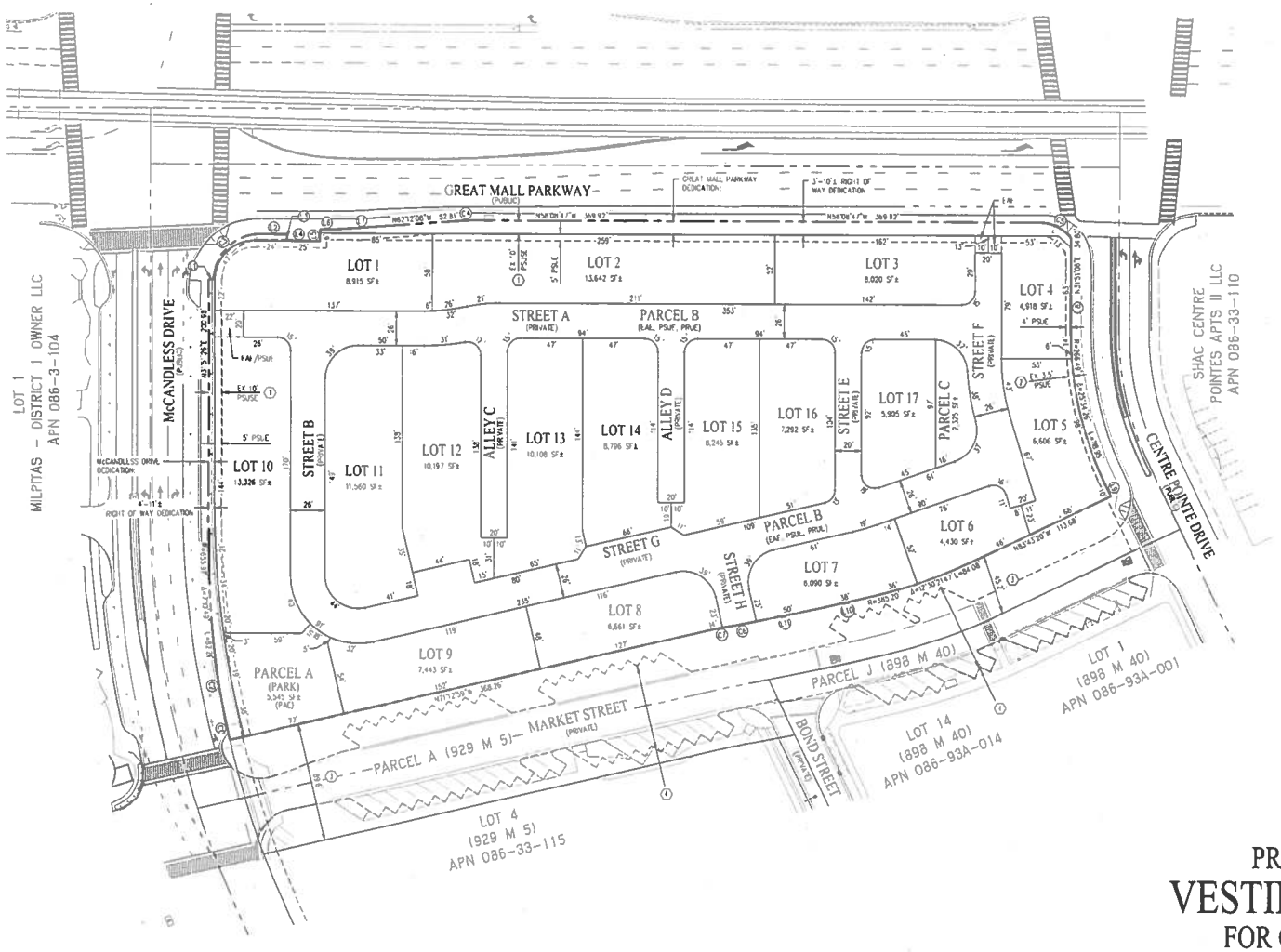
SCALE: 1" = 50' DATE: APRIL 15, 2026

0 50 100 150


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JOB NO.: 4142-000

SHEET NO
TM-01
OF 12 SHEETS




## EXISTING EASEMENTS:

1. EXISTING PUBLIC SERVICE, UTILITY AND SIDEWALK EASEMENT (PER 929-M-5) TO BE QUITCLAIMED OR REMOVED.
2. EXISTING PUBLIC SERVICE, UTILITY AND SIDEWALK EASEMENT (PER 929-M-5) TO BE SUPERCEDED.
3. EXISTING EMERGENCY VEHICLE ACCESS EASEMENT, PUBLIC SERVICE & UTILITY EASEMENT, PUBLIC SERVICE, UTILITY & SIDEWALK EASEMENT, AND SURFACE DRAINAGE RELEASE EASEMENT (PER 929-M-5) TO BE MODIFIED.
4. EXISTING ROADWAY, PARKING, AND UTILITY EASEMENT (PER DOC# 23289582) TO BE MODIFIED.

NOTE:
ALL DIMENSIONS ARE PRELIMINARY AND SUBJECT TO FINAL DESIGN

LINE TABLE

| NO | BEARING | LENGTH |
|---|---|---|
| L1 | N57°11'41"W | 3.84' |
| L2 | N57°38'40"W | 20.00' |
| L3 | N32°21'20"E | 5.00' |
| L4 | N57°38'40"W | 25.00' |
| L5 | N32°21'14"E | 9.04' |
| L6 | N57°38'40"W | 10.24' |
| L7 | N62°12'08"W | 43.21' |
| L8 | N31°51'06"E | 35.71' |
| L9 | N06°16'40"E | 9.84' |
| L10 | N71°12'59"W | 38.18' |
| L11 | N69°30'34"W | 38.19' |

CURVE TABLE

| NO | RADIUS | DELTA | LENGTH |
|---|---|---|---|
| C1 | 655.97' | 1°44'21" | 19.91' |
| C2 | 600.97' | 3°36'39" | 45.16' |
| C3 | 35.00' | 89°33'01" | 54.70' |
| C4 | 119.00' | 4°09'38" | 8.64' |
| C5 | 30.00' | 51°33'53" | 27.00' |
| C6 | 155.70' | 2°72'27" | 6.66' |
| C7 | 344.80' | 4°09'52" | 25.06' |

# PROPOSED LOTTING PLAN
# VESTING TENTATIVE MAP
## FOR CONDOMINIUM PURPOSES
## THE FIELDS - ELION (DISTRICT LOT 3A)

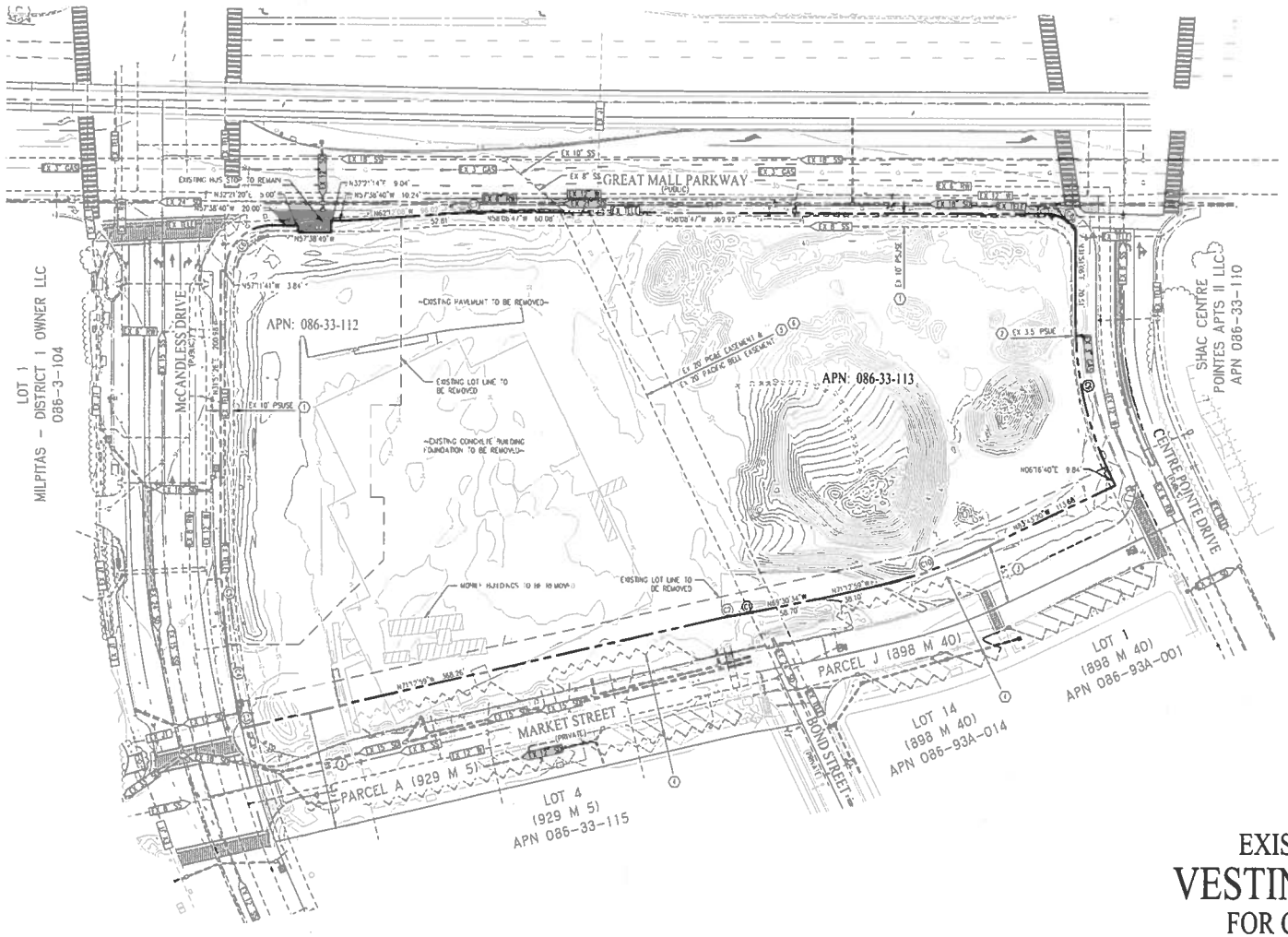
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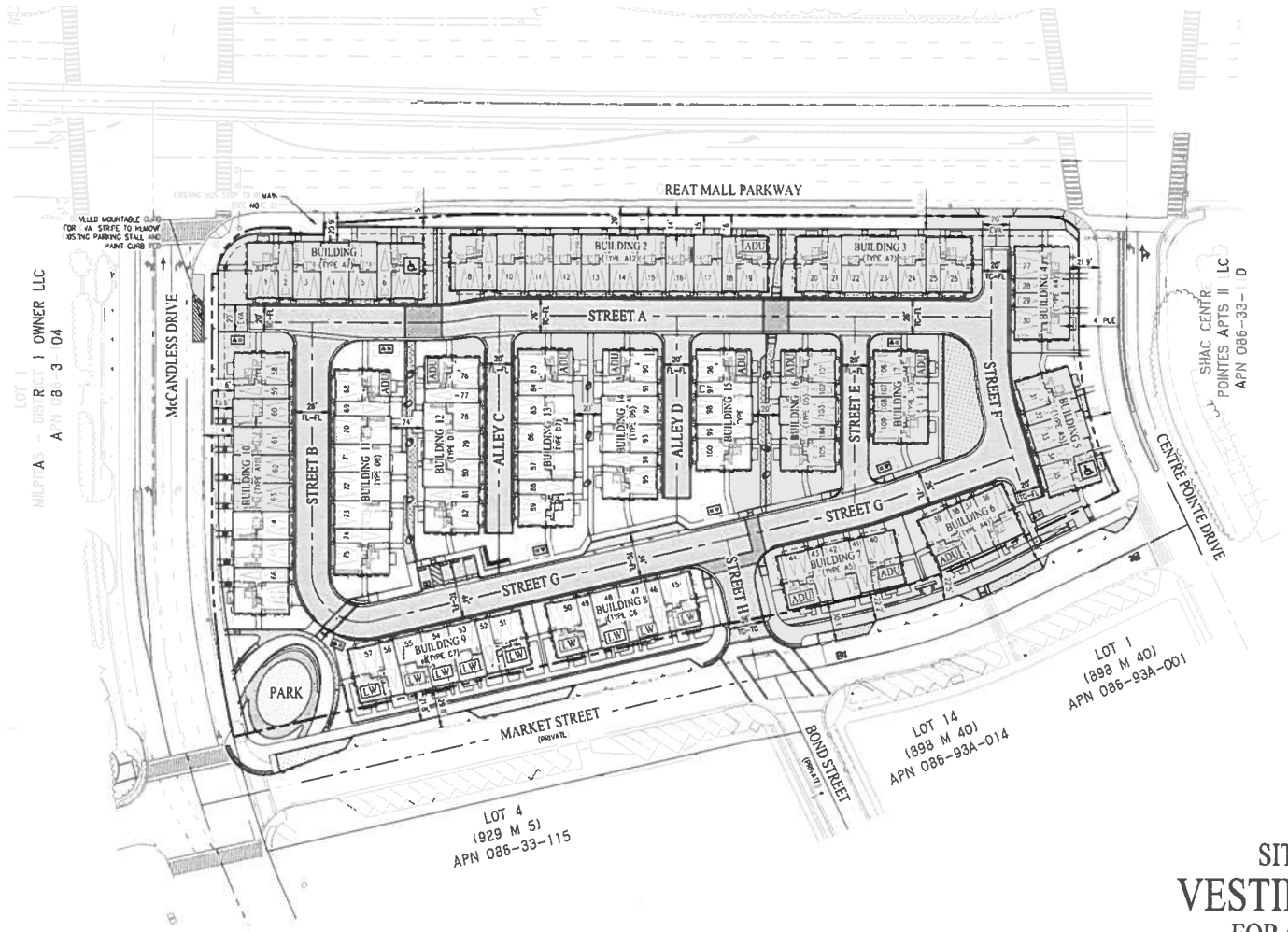
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SHEET NO.
TM-02
OF 12 SHEETS


GREAT MALL PARKWAY
(PUBLIC)
APN: 086-33-112
APN: 086-33-113
EXISTING PAVEMENT TO BE REMOVED
EXISTING LOT LINE TO BE REMOVED
EXISTING CONCRETE BUILDING FOUNDATION TO BE REMOVED
EXISTING MUTS STOP TO REMAIN
McCANDLESS DRIVE
(PUBLIC)
CENTRE POINTE DRIVE
(PUBLIC)
MARKET STREET
(PRIVATE)
REDMOND STREET
(PRIVATE)
LOT 1
MILPITAS - DISTRICT 1 OWNER LLC
086-3-104
SHAC CENTRE POINTES APTS II LLC
APN 086-33-110
PARCEL A (929 M 5)
LOT 4
(929 M 5)
APN 086-33-115
PARCEL J (898 M 40)
LOT 14
(898 M 40)
APN 086-93A-014
LOT 1
(898 M 40)
APN 086-93A-001
EX 10' PSUE
EX 8" SS
EX 18" SS
EX 12" W
EX 8" W
EX 6" GAS
EX 3.5 PSUE
EX 30' PG&E EASEMENT &
EX 30' PACIFIC BELL EASEMENT
EX 10' PSUE
EX 20' PSUE
EX 12" SD
EX 24" SD
EX 30" SD
EX 36" SD
EX 48" SD
EX 54" SD
EX 60" SD
EX 72" SD
EX 84" SD
EX 96" SD
EX 108" SD
EX 120" SD
EX 132" SD
EX 144" SD
EX 156" SD
EX 168" SD
EX 180" SD
EX 192" SD
EX 204" SD
EX




| PRELIMINARY PARKING SUMMARY | |
|---|---|
| DESCRIPTION | PROVIDED STALLS |
| GARAGE | 218 |
| GUEST ADA PARKING STALL | 1 (VAN ACCESSIBLE) |
| GUEST EV PARKING | 3 (INCLUDES 1 VAN ACCESSIBLE EV PARKING STALL) |
| STANDARD GUEST PARKING STALL | 3 |
| MARKET STREET OFFSITE (PARALLEL) | 13 |
| TOTAL | 238 |

## LEGEND

- ACCESSIBLE UNIT (12 UNITS, INCLUDES 10 ADU'S)
- ADU — ACCESSORY DWELLING UNIT (10 UNITS)
- LW — LIVE-WORK UNIT (9 UNITS)
- TRANSFORMER
- UNPAVED PAVING

NOTES:
1. ACCESSIBLE UNITS, ACCESSORY DWELLING UNITS, AND LIVE-WORK UNITS REQUIRE AN ACCESSIBLE PATH OF TRAVEL.
2. INSTALL NEW 15' AD SHELTER WITH CONNECTION TO STREETLIGHT AT EXISTING BUS STOP LOCATION

# SITE DEVELOPMENT PLAN
# VESTING TENTATIVE MAP
## FOR CONDOMINIUM PURPOSES
## THE FIELDS - ELION (DISTRICT LOT 3A)

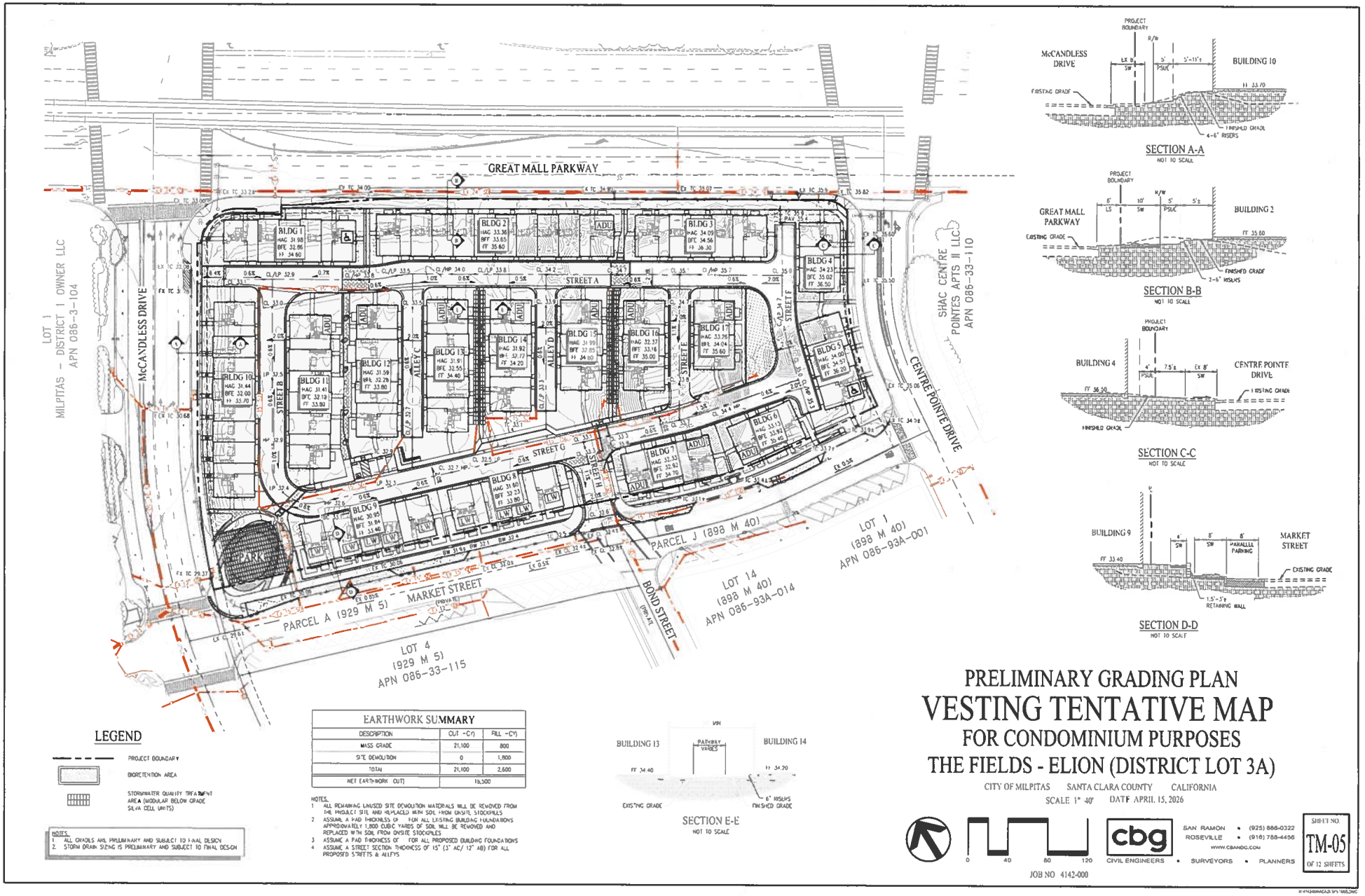
CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
SCALE: 1" = 40' DATE: APRIL 15, 2026

0 40 80 120

JOB NO.: 4142-000

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SHEET NO.
TM-04
OF 12 SHEETS







SECTION A-A
NOT TO SCALE




SECTION B-B
NOT TO SCALE




SECTION C-C
NOT TO SCALE




SECTION D-D
NOT TO SCALE

LEGEND

PROJECT BOUNDARY

BIORETENTION AREA

STORMWATER QUALITY TREATMENT AREA (MODULAR BELOW GRADE SILVA CELL UNITS)

NOTES:
1. ALL GRADES ARE PRELIMINARY AND SUBJECT TO FINAL DESIGN
2. STORM DRAIN SIZING IS PRELIMINARY AND SUBJECT TO FINAL DESIGN

| EARTHWORK SUMMARY | | |
|---|---|---|
| DESCRIPTION | CUT -(CY) | FILL -(CY) |
| MASS GRADE | 21,100 | 800 |
| SITE DEMOLITION | 0 | 1,800 |
| TOTAL | 21,100 | 2,600 |
| NET EARTHWORK (CUT) | 18,500 | |

NOTES:
1. ALL REMAINING UNUSED SITE DEMOLITION MATERIALS WILL BE REMOVED FROM THE PROJECT SITE AND REPLACED WITH SOIL FROM ONSITE STOCKPILES
2. ASSUME A PAD THICKNESS OF FOR ALL EXISTING BUILDING FOUNDATIONS APPROXIMATELY 1,800 CUBIC YARDS OF SOIL WILL BE REMOVED AND REPLACED WITH SOIL FROM ONSITE STOCKPILES
3. ASSUME A PAD THICKNESS OF FOR ALL PROPOSED BUILDING FOUNDATIONS
4. ASSUME A STREET SECTION THICKNESS OF 15" (3" AC/ 12" AB) FOR ALL PROPOSED STREETS & ALLEYS




SECTION E-E
NOT TO SCALE

# PRELIMINARY GRADING PLAN
# VESTING TENTATIVE MAP
## FOR CONDOMINIUM PURPOSES
## THE FIELDS - ELION (DISTRICT LOT 3A)

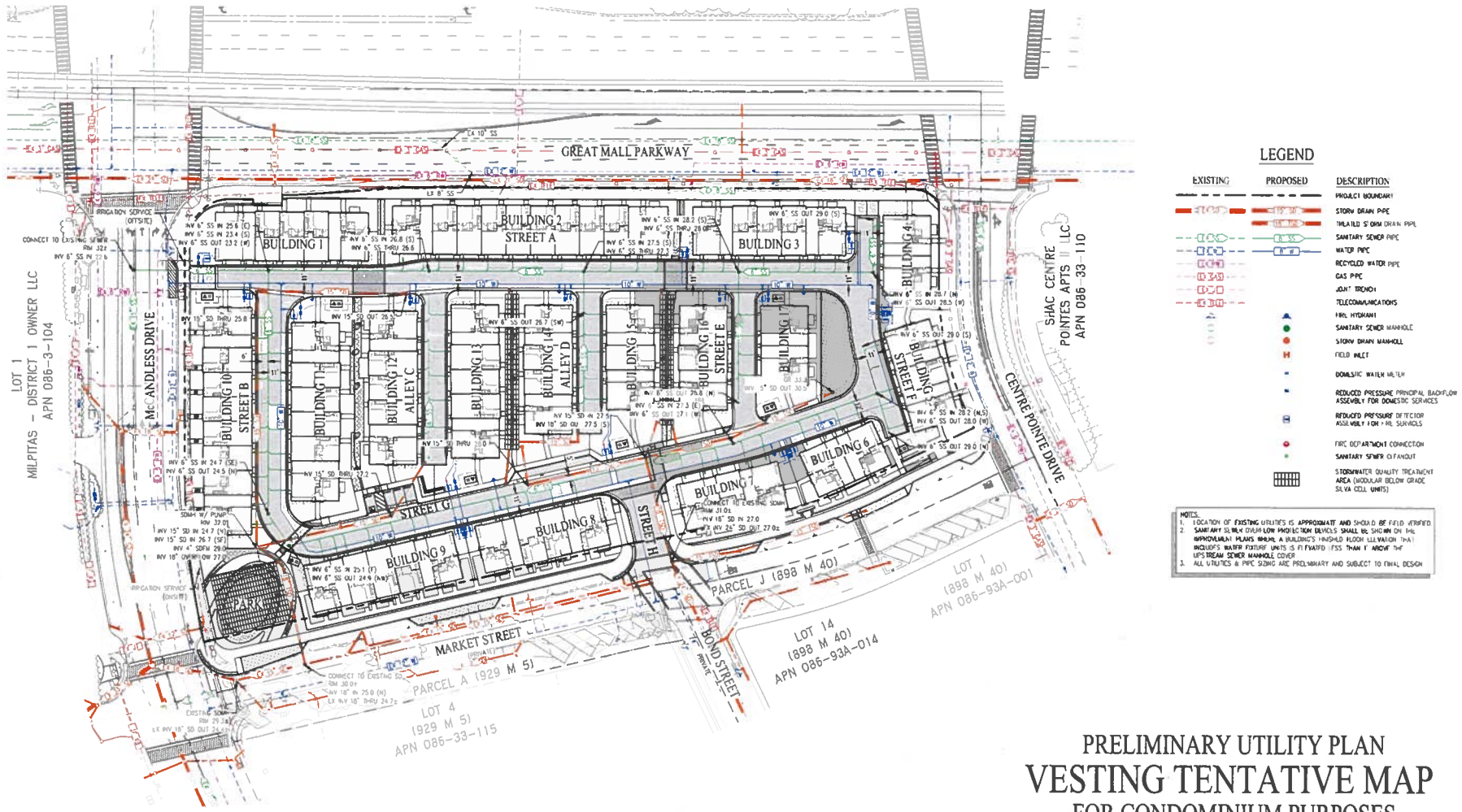
CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
SCALE 1" 40' DATE APRIL 15, 2026

0 40 80 120

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JOB NO 4142-000

SHEET NO. TM-05 OF 12 SHEETS




# PRELIMINARY UTILITY PLAN
# VESTING TENTATIVE MAP
## FOR CONDOMINIUM PURPOSES
## THE FIELDS - ELION (DISTRICT LOT 3A)

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA

SCALE: 1"=40' DATE: APRIL 15, 2026

0 40 80 120

JOB NO.: 4142-000

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SHEET NO. TM-06 OF 12 SHEETS




LEGEND

| EXISTING | PROPOSED | DESCRIPTION |
|---|---|---|
| | | PROJECT BOUNDARY |
| | | STORM DRAIN |
| | | STORM DRAIN (TREATED) |
| | | MANHOLE |
| | | CATCH BASIN |
| | | FIELD INLET |
| | | BIORETENTION AREA (BR) |
| | | UNDERGROUND TREATMENT SYSTEM (UTS) |
| | | DRAINAGE AREA BOUNDARY |
| | DMA 1 | DRAINAGE MANAGEMENT AREA |
| | BR 5 | TREATMENT AREA |

NOTES:
1. AREAS SHOWN ARE PRELIMINARY AND SUBJECT TO FINAL DESIGN.
2. STORM DRAIN SIZING IS PRELIMINARY AND SUBJECT TO FINAL DESIGN.

STORMWATER TREATMENT MEASURES SUMMARY TABLE

| DRAINAGE MANAGEMENT AREA | TREATMENT CONTROL MEASURES (TCM) | TOTAL DRAINAGE AREA (SF) | PERVIOUS AREA (SF) | IMPERVIOUS AREA (SF) | EFFECTIVE PERVIOUS AREA (SF) | EFFECTIVE IMPERVIOUS AREA (SF) | TREATMENT AREA REQUIRED (SF) | TREATMENT AREA PROVIDED (SF) | DEPTH OF PONDING (INCHES) | TREATMENT TYPE |
|---|---|---|---|---|---|---|---|---|---|---|
| DMA 1 | UTS-1 | 93,256 | 18,675 | 74,581 | 1,868 | 76,449 | 3,058 | 3,067 | 6" | UTS - SILVA CELLS |
| DMA 2 | UTS-2 | 42,215 | 7,171 | 35,044 | 717 | 35,761 | 1,430 | 1,553 | 6" | UTS - SILVA CELLS |
| DMA 3 | UTS-3 | 33,693 | 6,656 | 27,037 | 666 | 27,703 | 1,108 | 1,303 | 6" | UTS - SILVA CELLS |
| DMA 4 | BR-4 | 29,233 | 6,414 | 22,819 | 641 | 23,460 | 938 | 2,166 | 6" | BIORETENTION |
| DMA 5 | BR-5 | 5,475 | 1,387 | 4,088 | 139 | 4,227 | 169 | 303 | 6" | BIORETENTION |
| DMA 6 | BR-6 | 6,478 | 1,205 | 5,271 | 121 | 5,392 | 216 | 283 | 6" | BIORETENTION |
| DMA 7 | BR-7 | 12,879 | 1,690 | 11,189 | 169 | 11,358 | 454 | 559 | 6" | BIORETENTION |
| DMA 8 | BR-8 | 8,048 | 2,013 | 6,035 | 201 | 6,236 | 250 | 542 | 6" | BIORETENTION |
| TOTAL | | 231,295 | 45,211 | 186,084 | 4,521 | 190,605 | 7,674 | 9,776 | | |

# PRELIMINARY STORMWATER TREATMENT PLAN
# VESTING TENTATIVE MAP
## FOR CONDOMINIUM PURPOSES
## THE FIELDS - ELION (DISTRICT LOT 3A)

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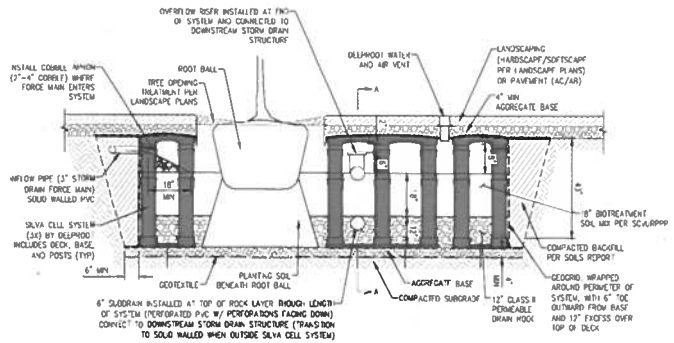
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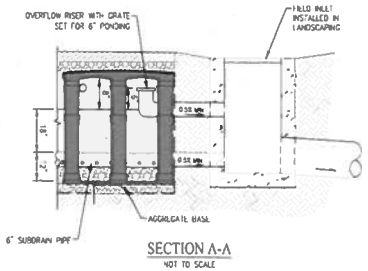
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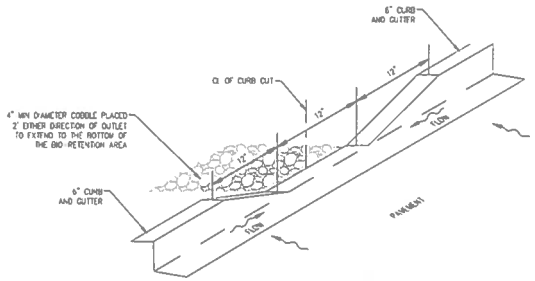
SHEET NO. TM-07 OF 12 SHEETS



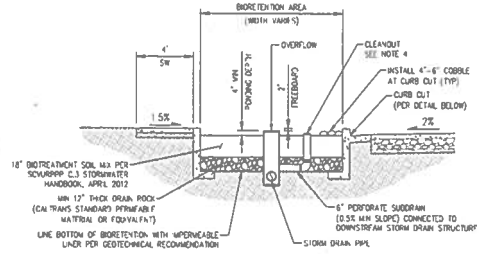

TYPICAL UNDERGROUND TREATMENT SYSTEM DETAIL (SILVA CELLS)
NOT TO SCALE




SECTION A-A
NOT TO SCALE




CURB CUT DETAIL
NOT TO SCALE




BIORETENTION AREA
NOT TO SCALE

NOTES:
1. 3" OF FLOAT-RESISTANT MULCH SHALL BE USED ON ANY EXPOSED EARTH IN THE BIORETENTION AND RAISED PLANTER AREAS.
2. 4"-6" COBBLE SHALL BE USED FOR ENERGY DISSIPATION WHERE NECESSARY.
3. THE 6" PERFORATED PVC UNDERDRAIN SHALL BE PLACED AT THE BOTTOM OF THE DRAIN ROCK LAYER WITH PERFORATIONS FACING DOWNWARD.
4. CONTRACTOR TO INSTALL AN UNDERDRAIN CLEANOUT WITH THE CLEANOUT CAP INSTALLED FLUSH WITH THE SOIL SURFACE.

# TYPICAL STORMWATER DETAILS
# VESTING TENTATIVE MAP
## FOR CONDOMINIUM PURPOSES
## THE FIELDS - ELION (DISTRICT LOT 3A)

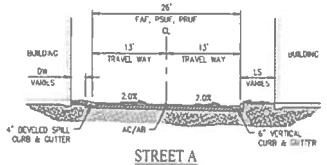
CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
SCALE: 1"=40' DATE: APRIL 15, 2026

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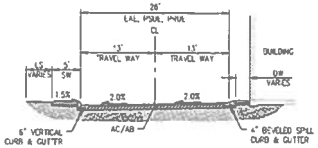
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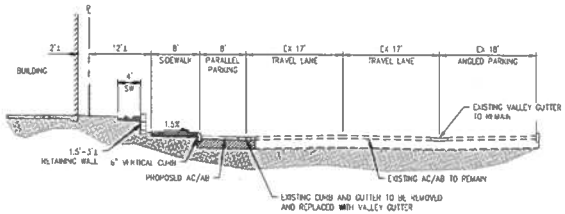
SHEET NO
TM-08
OF 12 SHEETS



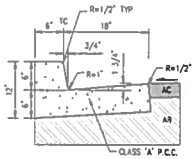

STREET A
NOT TO SCALE



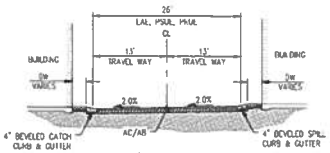

STREET G
NOT TO SCALE



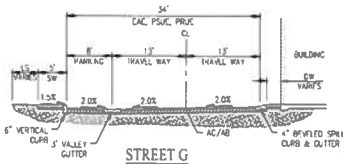

MARKET STREET
NOT TO SCALE



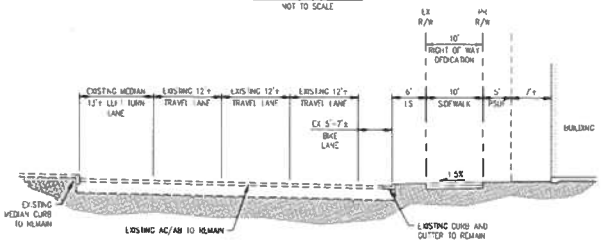

TYPICAL 6" VERTICAL CURB AND GUTTER DETAIL
NOT TO SCALE



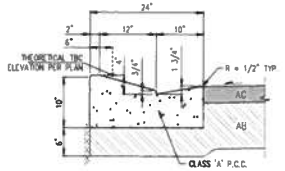

STREET B
NOT TO SCALE



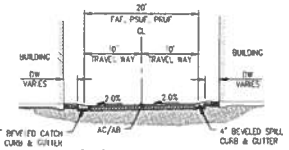

STREET G
(AT PARALLEL PARKING)
NOT TO SCALE



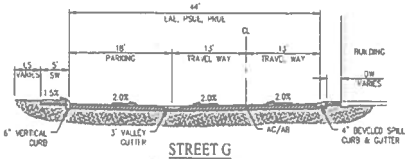

GREAT MALL PARKWAY
(HALF STREET SECTION)
NOT TO SCALE



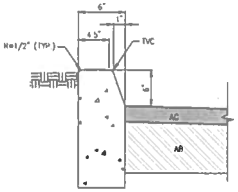

TYPICAL 4" BEVELED CATCH CURB DETAIL
NOT TO SCALE



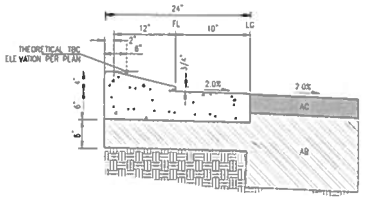

ALLEY C & D AND STREET E
NOT TO SCALE



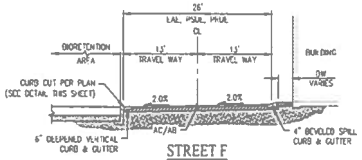

STREET G
(AT MUMPENDICULAR PARKING)
NOT TO SCALE



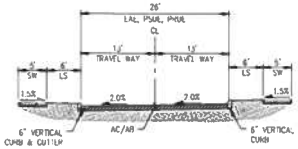

VERTICAL CURB DETAIL
NOT TO SCALE



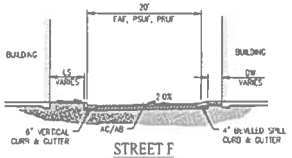

TYPICAL 4" BEVELED SPILL CURB AND GUTTER
NOT TO SCALE



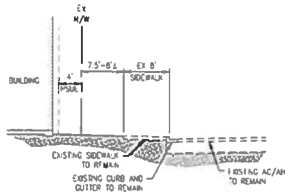

STREET F
(AT BIORETENTION BASIN)
NOT TO SCALE



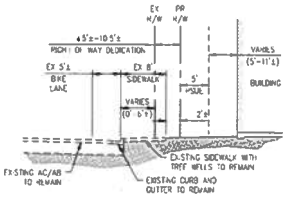

STREET H
NOT TO SCALE




STREET F
(AT STREET ENDS)
NOT TO SCALE




CENTRE POINTE DRIVE
NOT TO SCALE




McCANDLESS DRIVE
NOT TO SCALE

# TYPICAL STREET SECTIONS & DETAILS
# VESTING TENTATIVE MAP
## FOR CONDOMINIUM PURPOSES
## THE FIELDS - ELION (DISTRICT LOT 3A)

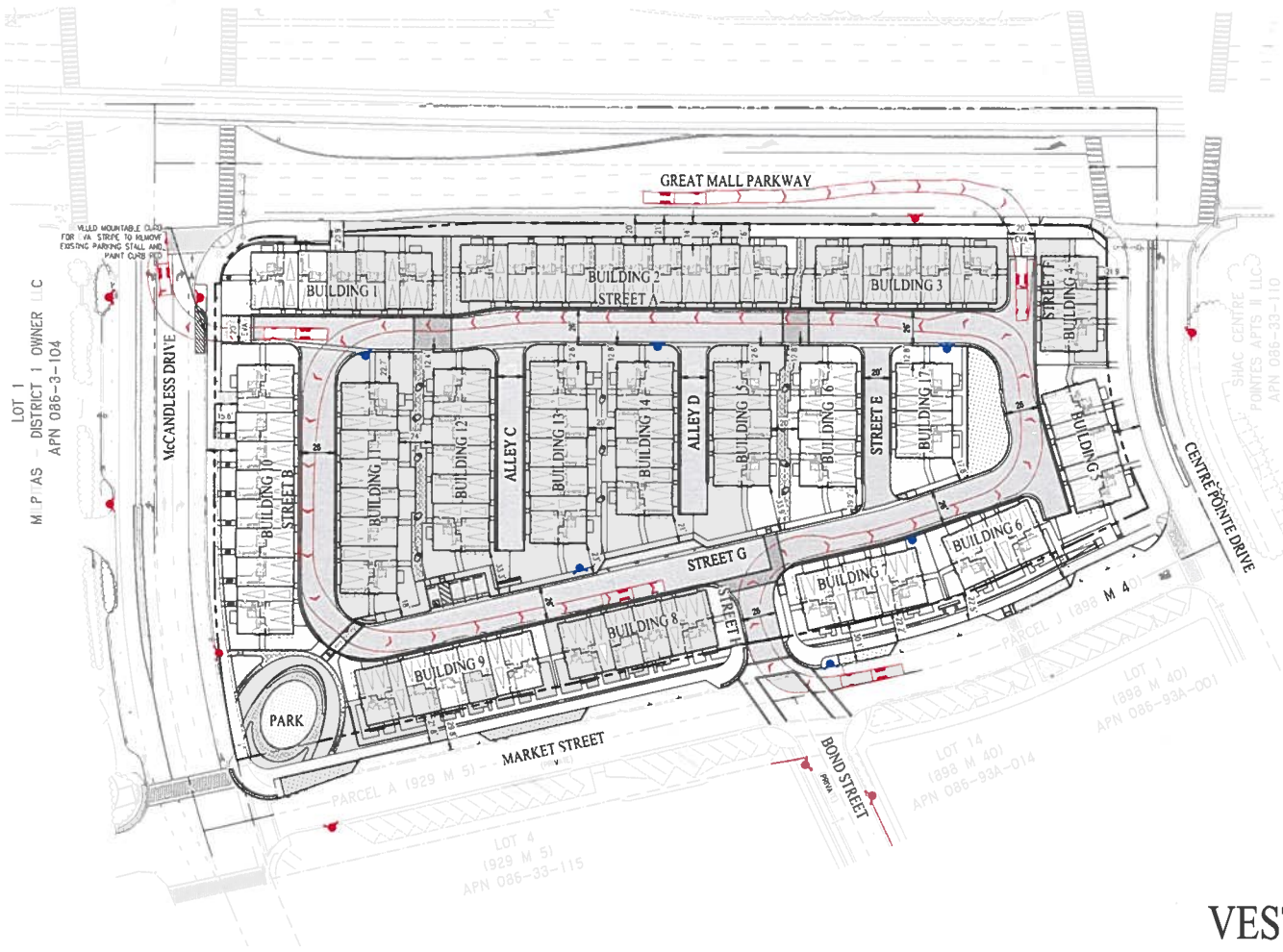
CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
SCALE: NOT TO SCALE DATE: APRIL 15, 2026

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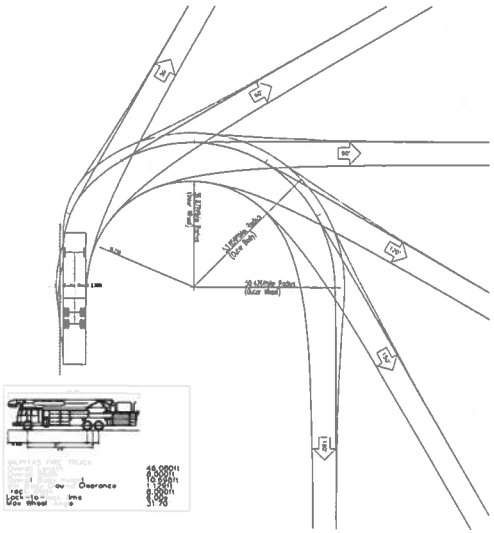
SHEET NO.
TM-09
OF 12 SHEETS




LEGEND

- FIRE TRUCK PATH OF TRAVEL
- PROPOSED SIDEWALK
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- FIRE TRUCK BODY
- DIRECTION OF TRAVEL

NOTES:
PROPOSED BUILDING'S OVER 30' IN HEIGHT & REQUIRES AERIAL APPARATUS ACCESS SEE ARCHITECTURAL SHEETS FOR LADDER ACCESS DETAIL/SECTION.



FIRE TRUCK TURNING TEMPLATE

# FIRE ACCESS PLAN
# VESTING TENTATIVE MAP
## FOR CONDOMINIUM PURPOSES
## THE FIELDS - ELION (DISTRICT LOT 3A)

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
SCALE: 1" = 40' DATE: APRIL 15, 2026

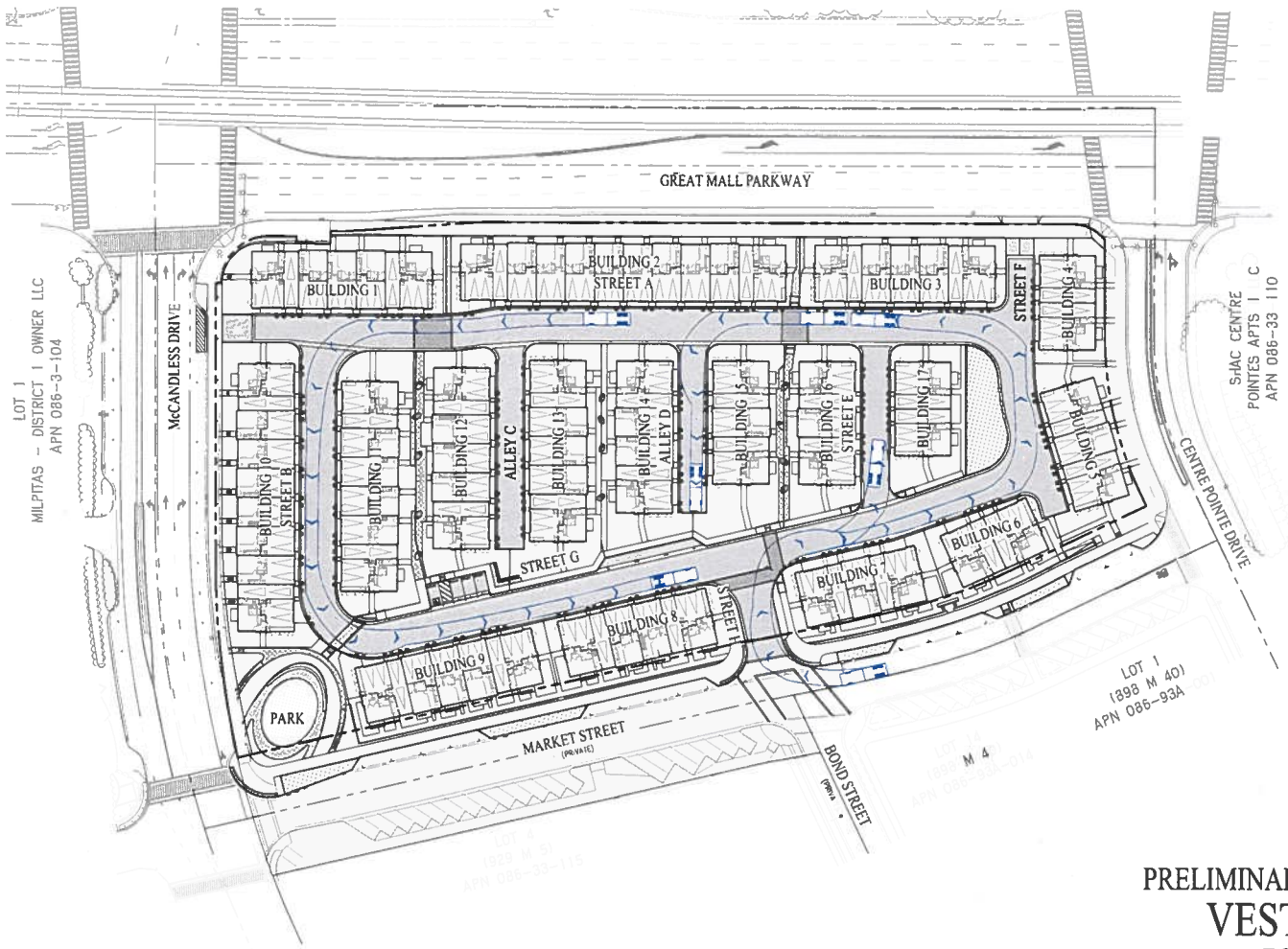
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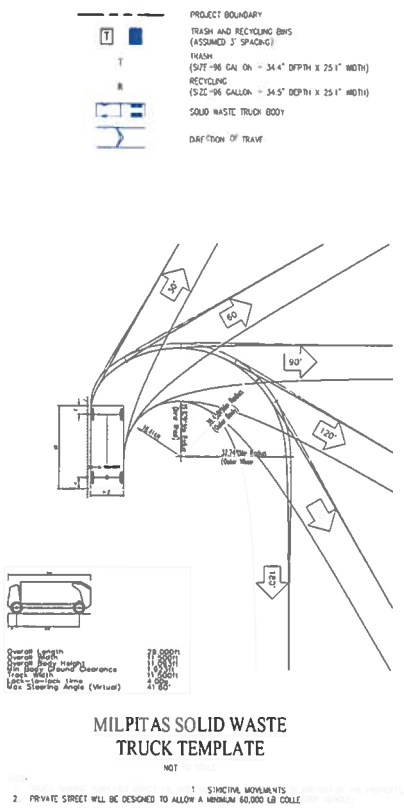
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TM-10
OF 12 SHEETS




# PRELIMINARY SOLID WASTE MANAGEMENT PLAN

# VESTING TENTATIVE MAP

## FOR CONDOMINIUM PURPOSES

## THE FIELDS - ELION (DISTRICT LOT 3A)

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA

SCALE: 1"=40' DATE: APRIL 15, 2026

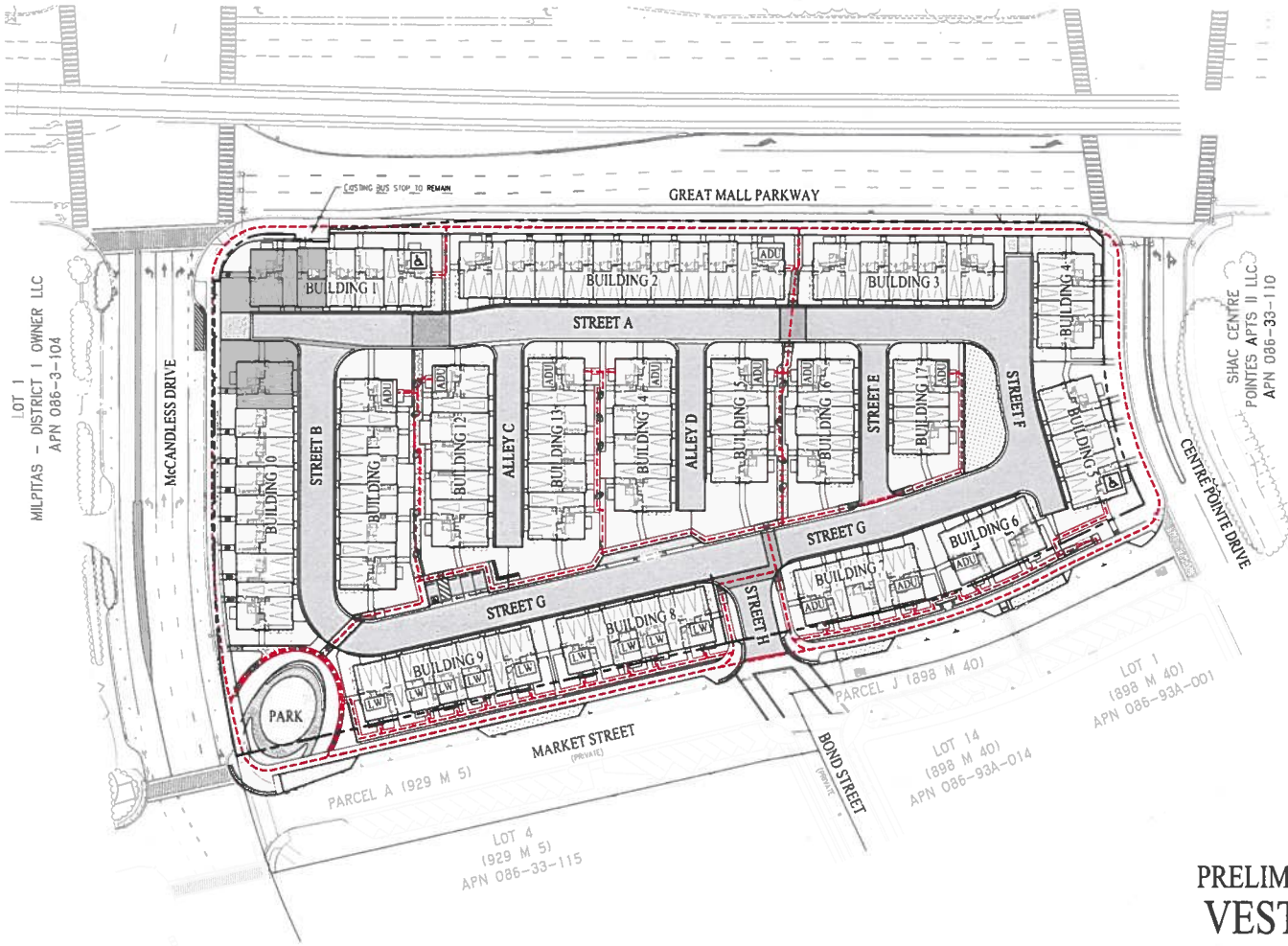
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SHEET NO
TM-11
OF 12 SHEETS




LEGEND

- PROJECT BOUNDARY
- ACCESSIBLE PATHWAY
- ACCESSIBLE UNIT (12 UNITS, INCLUDES 10 ADU'S)
- ADU — ACCESSORY DWELLING UNIT (10 UNITS)
- LW — LIVE-WORK UNIT (9 UNITS)

NOTE: ACCESSIBLE UNITS, ACCESSORY DWELLING UNITS, AND LIVE-WORK UNITS REQUIRE AN ACCESSIBLE PATH OF TRAVEL

# PRELIMINARY SITE ACCESSIBILITY PLAN
# VESTING TENTATIVE MAP
## FOR CONDOMINIUM PURPOSES
## THE FIELDS - ELION (DISTRICT LOT 3A)

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA

SCALE: 1" = 40' DATE: APRIL 15, 2026

0 40 80 120

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SHEET NO. TM-12 OF 12 SHEETS

**RECORD WITHOUT FEE**
**PURSUANT TO GOVERNMENT CODE § 6103**

| | |
|---|---|
| **RECORDING REQUESTED BY AND**<br>**WHEN RECORDED MAIL TO:**<br>City of Milpitas<br>City Clerk's Office<br>455 Calaveras Boulevard<br>Milpitas, CA 95035 | |

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

# DEVELOPMENT AGREEMENT

**BETWEEN CITY OF MILPITAS,**

**a California municipal corporation,**

**AND**

**MILPITAS - DISTRICT 2 ASSOCIATES, LLC,**

**a Delaware limited liability company; and**

**FIELDS CH OWNER, LLC,**

**a Delaware limited liability company**

DRAFT

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EXHIBITS

1. Legal Description of Property
2. Selected Pages of Development Plan
3. Conditions of Approval
4. Mitigation Monitoring and Reporting Program
5. Insurance Requirements

DRAFT

# DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between CITY OF MILPITAS ("City"), a California municipal corporation, and MILPITAS - DISTRICT 2 ASSOCIATES, LLC, a Delaware limited liability company, as well as FIELDS CH OWNER, LLC, a Delaware limited liability company (collectively "Developer"), (collectively the "Parties" and individually and interchangeably "Party") and is effective on the date set forth in Recital R.

## RECITALS

Developer and City enter into this Agreement on the basis of the following facts, understandings and intentions, and the following recitals are a substantive part of this Agreement:

A. Sections 65864 through 65869.5 of the California Government Code authorize City to establish procedures to enter into binding development agreements with persons having legal or equitable interests in real property located within City for development of property.

B. The Milpitas Municipal Code ("MMC"), Title XIII, Chapter D.14, commencing with Section D.14.010 and following, as well as Milpitas City Council Resolution No. 6642 ("Resolution 6642"), establishes the authority and procedure for review and approval of proposed development agreements.

C. Developer is currently the legal owner of the property ("Property") governed by this Agreement. The Property consists of three parcels (APNs 086-33-112, -113, and -114) totaling 5.49 acres, as further described in **Exhibit "1"**, attached hereto and incorporated by this reference.

D. In 2010, Integral Communities Inc. submitted a master-planned mixed-use development within a portion of the McCandless/Centre Pointe Sub-District, which included the Property and was known as The District. That project included multiple land areas for retail, commercial, and high-density residential development and included the Property.

E. Integral Communities Inc. subsequently sold The District project to Developer, who completed the development of a portion of The District, sometimes referred to as The Fields, and which comprises of four separate mixed-use areas located on multiple parcels totaling over 23.04 acres of developed property near the intersection of Great Mall Parkway and McCandless Drive, also referred to by the City as The District – Lot 1, Lot 2, Lot 3, and Lot 4, and by the Developer as Turing, Graham, Elion, and Gideon, respectively. The Property was part of that larger project and was designated therein as Lot 3 or Elion.

F. In November 2015, the City approved multiple entitlements for a major portion of The Fields, including Site Development Permit No. SD15-0006 and Conditional Use Permit No. UP15-0010, as part of a master-planned development comprised of six planning areas, each developed with a mix of multi-family residential and residential units, including:

District Lot 2: A 218-unit multi-family residential development with approximately 3,480 square feet of retail and commercial uses, mapped pursuant to Tentative Map No. TM11-0002 approved March 20, 2012;

District Lot 3: a 175-room hotel and associated uses as approved under SD15-0006 and UP15-0010; and

District Lot 4: A 173-unit multi-family residential development with approximately 13,941 square feet of retail, mapped pursuant to Tentative Map No. TM11-0002 approved on March 20, 2012.

G. In 2021, the Planning Commission approved Site Development Permit Amendment No. SA20-0004 and an amendment to Conditional Use Permit No. UP15-0010. That amendment modified the previously approved development density, uses, and architecture, including decreasing the total number of residential dwelling units from 423 to 357, decreasing the total number of hotel rooms from 175 to 162, decreasing the amount of commercial space from 59,135 square feet to 25,179 square feet, decreasing the size of the rooftop amenity deck from 49,240 square feet to 18,225 square feet, and reducing the building's height from 130 feet to 83 feet for the hotel and 90 feet for the mixed-use buildings.

H. Developer has presently submitted the following pending application(s) to City for development of the Property, which represent further proposed amendments to what was previously approved: Amendment to Site Development Permit No. SD15-0006, Vesting Tentative Map No. P-TM26-0001, Conditional Use Permit No. UP15-0010, and Density Bonus Permit No. P-DB25-0001. The application(s) request that Developer be allowed to develop the 5.49-acre Property with a multi-family housing development consisting of 109 multi-family townhomes and 10 Accessory Dwelling Units (collectively, the "Project"). As part of this Project, it is contemplated that Developer will rent restrict 22 units in the completed apartment complex in the Gideon property for affordable housing, with 18 of those units being restricted to affordable housing costs for low income households and 4 of those units being restricted for very-low income households, as those affordable housing costs and income limits are defined and determined by Health & Safety Code Sections 50079.5 and 50105, the Milpitas Affordable Housing Ordinance ("AHO") (MMC §§ XII-1-1.00 et seq.), and Title 25, Chapter 6.5, Section 6932 of the California Code of Regulations.

I. The Project, including but not limited to the buildings, access and parking facilities, landscaping, and infrastructure improvements, are all more particularly shown on the Development Plan ("Development Plan") consisting of _____ sheets of plans submitted by _____ Architects dated _____. Sheets _____ of the Development Plan are described in **Exhibit "2"** attached hereto and incorporated by this reference.

J. Through this Agreement, the Parties intend for the duration of this Agreement to (i) preserve the minimum residential density permitted for the Property at the time of the original entitlement of The Fields under the Milpitas Transit Area Specific Plan

("TASP") in order to facilitate the Project, (ii) recognize the Developer's commitment and right to otherwise develop the Property with the Project under currently applicable standards, including the presently applicable Milpitas Metro Specific Plan ("Metro Plan"), and (iii) afford Developer the incentives and concessions allowed under the State Density Bonus Law (Gov. Code, §§ 65915 et seq.) ("Density Bonus" or "DBL").

K. City and Developer each acknowledge that development and construction of the Project, particularly in the context of the larger development of which it has historically been a part, is a large-scale undertaking involving major investments by Developer and City, and assurances that the Project can be developed and used in accordance with the terms and conditions set forth herein and the existing rules governing development of the Property will benefit both Developer and City.

L. City is willing to enter into this Agreement for public benefit, including but not limited to: (i) strengthening the public planning process, (ii) encouraging private participation in comprehensive planning by providing a greater degree of certainty, (iii) reducing the economic costs of development, (iv) allowing for orderly planning of public improvements and services and the allocation of costs in order to achieve the maximum utilization of public and private resources in the development process, (v) ensuring that appropriate measures to enhance and protect the environment are achieved, and (vi) ensuring that all conditions of approval, including the construction of off-site improvement made necessary by land development, will proceed in an orderly and economical fashion to the benefit of City.

M. Developer acknowledges and recognizes that material inducements for City to enter into this Agreement are: (i) an opportunity to create the Project on an otherwise presently vacant lot; (ii) the prompt occupancy of the Property by residential tenants within the City and the consequential housing provided thereby; (iii) the rental restriction of affordable units in the Gideon property and the occupancy thereby of qualifying low and very low income households ; and (iv) the contributions provided by Developer as recognized and established by this Agreement, including $400,000 of contributions that could be used for transportation improvements and/or other community benefits by the City.

N. Developer proposes to enter into this Agreement in order (i) to obtain assurances from City that the Property may be developed, constructed, completed and used pursuant to this Agreement, and in accordance with existing policies, rules and regulations of City, subject to the exceptions and limitations expressed herein and the term of this Agreement; and (ii) to provide for a coordinated and systematic approach to funding the cost of certain public improvements and facilities planned by City, and to establish the timing and extent of contributions required from Developer for these purposes.

O. Developer requested that City enter into a Development Agreement ("Development Agreement"), and proceedings have been taken in accordance with state law, as set forth below.

P. On _____, the Milpitas Planning Commission ("Planning Commission") held a duly noticed public hearing on the Development Agreement and based on the findings contained

within Planning Commission Resolution No. _____ (i) determined that consideration of this Agreement complies in all respects with California Environmental Quality Act ("CEQA"); (ii) determined that this Agreement is consistent with City's General Plan; and (iii) recommended approval of this Agreement to the Milpitas City Council.

Q. On _____, the Milpitas City Council ("City Council") held a duly noticed public hearing on the Development Agreement and (i) determined that consideration of this Agreement based on CEQA Guidelines Section 15182 (Cal. Code Regs., tit. 14, § 15182) complies in all respects with CEQA; (ii) determined that this Agreement is consistent with City's General Plan; and (iii) introduced Ordinance No. _____, approving this Agreement.

R. On _____, the City Council adopted Ordinance No. _____, enacting this Agreement, and the Ordinance became effective thirty (30) days later on _____ ("Effective Date").

S. Certain improvements as set forth in the conditions of approval ("Conditions of Approval"), which are outlined in **Exhibit "3",** attached hereto and incorporated herein by this reference, are necessary to provide infrastructure support for the Project.

T. Developer plans to develop the Project in one phase, which is outlined in more detail in the Development Plan and Conditions of Approval. Any modification to the content and/or sequencing of development phases must comply with Section 12.1 of this Agreement.

U. On _____, the City Council adopted Resolution No. _____, and together with the findings in Ordinance No. _____ found, among other things, that this Agreement and the Approvals are consistent with the General Plan, any applicable Specific Plan, and the MMC, including the Milpitas Zoning Code. Such findings are incorporated herein by this reference.

## AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in California Government Code Section 65864 and following, MMC Section XIII-D.14.010 and following, and Resolution 6642, and in consideration of the mutual representations, covenants and promises of the Parties, the Parties hereto agree as follows:

### 1. TERM

1.1 Effective Date. The term ("Term") of this Agreement shall commence on the later of: (a) the Effective Date as set forth in Recital R above, or (b) the effective date of Ordinance No. _____ approving this Agreement. The Term of this Agreement shall be tolled from the commencement of any legal challenge or the filing of any referenda challenging the Approvals until the time such legal challenge or referenda is finally resolved in favor of the Approvals. Final resolution in the case of legal challenge shall be the date final judgment is entered, with the time for any appeal expired, and in the case of referenda shall be the date the vote is certified. The Term of this Agreement shall continue for an initial

period of three (3) years from the Effective Date, unless sooner terminated or extended as hereinafter provided.

1.2 Option to Extend. Provided that Owner is not in default of its obligations under this Agreement, Owner shall have the option to extend this Agreement twice, with each extension being for a period of two (2) years, for a total possible seven (7) year Term of this Agreement. To exercise these two options, Owner shall provide notice to the City of its exercise of each option at least ninety (90) calendar days prior to the otherwise applicable expiration of this Agreement.

1.3 Expiration. Following expiration of the Term or any extension, or if sooner terminated, this Agreement shall have no force and effect, subject, however, to post-termination obligations of Developer and City.

## 2. DEVELOPMENT OF THE PROPERTY

2.1 Property. The Property that is the subject of this Agreement is that certain real property described in **Exhibit "1"**, attached hereto.

2.2 Binding Covenants. It is intended and agreed that the provisions of this Agreement shall constitute covenants that shall run with the Property for the Term of this Agreement, as such Term may be extended, and the benefits and burdens hereof shall bind and inure to all successors in interest to the Parties hereto.

2.3 Life of Approvals. Pursuant to Government Code Section 66452.6(a) and this Agreement, the life of the Project approvals, including but not limited to Amendment to Site Development Permit No. SD15-0006, Vesting Tentative Map No. P-TM26-0001, Conditional Use Permit No. UP15-0010, and Density Bonus Permit No. P-DB25-0001 (collectively, "Approvals") shall automatically be extended to and until the later of the following: (1) the end of the Term of this Agreement, as such Term may be extended; or (2) the end of the term or life of the Approvals. Notwithstanding the foregoing, the vested elements secured by Developer under this Agreement shall have a life no greater than the Term of this Agreement, and any extension thereof.

2.4 Vested Elements. For the purposes of this Project only, the Approvals, the Project, and the permitted uses of the Property, the maximum density and intensity of use, the maximum heights, locations, numbers and gross square footage of the proposed buildings, the provisions for vehicular access and parking, reservation or dedication of land for public purposes or fees in-lieu thereof, provision for construction of public improvements and/or required fees associated with the Project as provided in, and limited by, this Agreement, shall be vested and are hereby vested and referred to as vested elements (collectively, the "Vested Elements"). In addition to the foregoing Vested Elements, other terms and conditions of development applicable to the Project are set forth in the following documents as they exist as of the Effective Date to the extent not in conflict with this Agreement:

a. The General Plan of City of Milpitas, current as of the Effective Date, the terms and conditions of which are incorporated herein by this reference;

b. The Metro Specific Plan, current as of the Effective Date;

c. MMC, current as of the Effective Date;

d. The Metro High Density Mixed Use Zone (MXD2-Metro) Zoning District and the Residential Retail High Density Mixed Use (RRMU) General Plan Land Use Designation and the Conditions of Approval imposed thereon;

e. The Development Plan, defined in Recital I, herein;

f. The AHO, current as of the Effective Date;

g. All other applicable City plans, policies, programs, regulations, ordinances and resolutions of City in effect as of the Effective Date, which regulate development of the Property and implementation of the Project, and which are not inconsistent with the terms of this Agreement ("Other Regulations");

h. Any permits and/or subsequent approvals, including but not limited to additional subdivision maps or lot line adjustments, if any, final maps, site and architectural review, demolition permits, building permits, grading permits, and infrastructure improvement plans processed in accordance with the terms of this Agreement. Upon approval, such subsequent approvals shall be incorporated into this Agreement and vested hereby; and,

i. In the event this Project includes a subdivision as defined by Government Code § 66473.7, the tentative map for this Project will comply with the provisions of § 66473.7, as it may be amended from time-to-time.

2.5 Minimum Density. The Project may be developed at the minimum residential density allowed for development of the Property at the time of the original entitlement of The Fields under the TASP.

2.6 Density Bonus. The State DBL permits local jurisdiction to provide incentives or concessions allowed under that law even where a development may otherwise not be entitled to such incentives or concessions, and to further reduce the cost of developing the affordable housing contemplated in the Project, the City is willing to grant two (2) incentives or concessions for the Project.

2.7 Permitted Uses. The permitted uses for the Project are as established by applicable law as of the Effective Date.

2.8 Design of On-Site and Off-Site Improvements. Development of the Property shall be subject to final architectural and design review by City pursuant to the policies, regulations and ordinances in effect as of the Effective Date, and subject to the Development Plan and the Conditions of Approval. The Approvals, Development Plan, and Conditions of Approval, and all improvement plans prepared in accordance with same, shall govern the design and scope of all on-site and off-site improvements benefiting or to be constructed on the Property, including all street widths and dedications.

2.9 Developer's Obligation to Develop the Site. In consideration for City entering into this Agreement, Developer agrees to perform all of its obligations contained in this Agreement, including, but not limited to planning and designing the Project on the site within the times, and in substantially the same size and density, as proposed and approved.

2.10 Present Right to Develop. Subject to Developer's fulfillment of the provisions of this Agreement, the Development Plan and the Conditions of Approval, City hereby grants to Developer the present vested right to develop and construct on the Property all the improvements authorized by, and in accordance with, the Approvals, this Agreement and the Vested Elements, including in particular the terms of the Development Plan. To the extent permitted by law, no future modification (including by later-adopted initiative and/or referendum) of City's General Plan, MMC, ordinances, policies or regulations that purport to (i) limit the rate or timing of development, size of buildings or other improvements (including developable square footage), or amount of development of the portions of the Project to be built; or (ii) impose fees, exactions or conditions upon development, occupancy or use of the Property other than as provided in the Development Plan or Conditions of Approval or pursuant to this Agreement, shall apply to the Project during the Term of this Agreement; provided, however, that nothing in this Agreement shall prevent or preclude City from adopting and applying any fees or land use regulations or amendments thereto, expressly permitted herein, or prevent or preclude Developer, at its election, from waiving such protections in writing and accepting the application of all such later-adopted laws, policies, and regulations effective as of the date of such waiver.

2.11 Timing of Improvements. If Developer implements the Development Plan in phases, as described herein or as outlined in the Development Plan, the phasing set forth in the Development Plan is the approved phasing as of the Effective Date. It is the Parties' specific intent that this Agreement shall prevail over any later-adopted initiative or moratorium that might otherwise have the effect of restricting or limiting the timing of development of the Project and that Developer shall have the right to develop the Project at such time as Developer has specified in the Development Plan and no annual (or other) limit, moratoria, or other limitation upon the number of, or phasing or pacing of, buildings which may be constructed, or building permits which may be obtained, shall apply to the Project.

2.12 Agreement and Comprehensive Development Plan. The Parties acknowledge that, except as specifically set forth herein, this Agreement, the Development Plan, the Mitigation Monitoring and Reporting Program (described in **Exhibit "4"**, attached hereto) and the Conditions of Approval set forth a comprehensive schedule of all development terms and conditions, development mitigation measures and fees, special assessments, special taxes, exactions, fees in-lieu, charges and dedications required in the public interest to be contributed, paid or constructed due to development of the Property as defined in the Development Plan. All fees referred to herein may be subject to an annual increase until paid, but only if such increase is applied equally to similarly situated projects on a citywide or area-wide basis.

2.13 Design of On-Site and Off-Site Improvements. Development of the Property shall be subject to final architectural and design review by City pursuant to the policies, regulations

and ordinances in effect as of the Effective Date, and subject to the Development Plan, the Conditions of Approval, Mitigation Monitoring and Reporting Program, and this Agreement. No such architectural and design review shall, without Developer's consent, require development of the Property inconsistent with the Approvals, the Development Plan, the Conditions of Approval, the Mitigation Monitoring and Reporting Program, and this Agreement, unless City determines it is necessary to protect against conditions which create a risk to the physical health or safety of residents or users of the Project or the affected surrounding region. The Approvals, the Development Plan, Mitigation Monitoring and Reporting Program, and Conditions of Approval, and all improvement plans prepared in accordance thereof, shall govern the design and scope of all on-site and off-site improvements benefiting or to be constructed on the Property.

2.14 Development of the Site. In consideration for City entering into this Agreement, Developer agrees to perform all of its obligations contained in this Agreement in the time and manner set forth in this Agreement and the Development Plan, any Mitigation Monitoring and Reporting Program, and Conditions of Approval.

2.15 Single Integrated Development. City and Developer acknowledge that the Project is, and shall be considered, a single, integrated development project, and that each component of the Project is dependent upon the completion and occupancy of all other components. The viability of each component of the Project is and shall be dependent upon completion and occupancy of all other components and the full performance of this Development Agreement. It is the intention of the Parties that, if construction on one component of the Project is commenced, any additional development of the Property will adhere to the Development Plan.

2.16 Building Standards. Developer hereby agrees to employ all reasonable efforts such that the Project will be built to the then applicable building standards for each phase of development.

## 3. EFFECT OF AGREEMENT

3.1 Subsequent State or Federal Laws or Regulations. As provided in California Government Code § 65869.5, this Agreement shall not preclude the application to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are required by changes in county, regional, state or federal laws or regulations ("Changes in the Law"). In the event Changes in the Law prevent or preclude compliance with one or more material provisions of this Agreement, Developer may request that such material provisions be modified or suspended, or performance delayed, as may be necessary to comply with Changes in the Law, and City may take such action as it deems necessary to be consistent with the intent of this Agreement.

3.2 Changes to Existing Regulations. Except as otherwise specifically provided, only the following changes to the Vested Elements, including such changes adopted by the electorate through the powers of initiative, or otherwise, shall apply to the development of the Property for the duration of this Agreement:

a. Citywide regulations, ordinances, policies, programs, resolutions or fees adopted after the Effective Date that are not in conflict with the Vested Elements and the terms and conditions for development of the Property established by this Agreement, or otherwise applicable regulations existing as of the Effective Date. Changes to the General Plan, MMC or Other Regulations shall be deemed to conflict with the approvals and this Agreement ("Conflicting City Law") if such changes prevent development of the Project on the Property in substantial accordance with the Approvals; require significant changes in the development of the Project from what is contemplated by the Approvals; significantly delay, ration or impose a moratorium on development of the Project; or require the issuance of discretionary or nondiscretionary permits or approvals by City other than those required as of the Effective Date.

b. Any law, regulation or policy that would otherwise be Conflicting City Law, but through this Agreement or by later separate document, application to the Property has been consented to in writing by the Developer.

3.3 Further Reviews. Developer acknowledges that existing land use regulations, the Vested Elements and this Agreement contemplate the possibility of further reviews of elements or portions of the Project by City including potential CEQA analysis, if required. Nothing in this Agreement shall be deemed to limit the legal authority of City with respect to these reviews as provided by and otherwise consistent with, this Agreement. In no event shall such further review by City revisit the Development Plan, Conditions of Approval, or the Approvals or be conditioned on or require any change in the Project except as may be contemplated by the Development Plan, Conditions of Approval or this Agreement.

3.4 Local Rules. Future development on the Property shall be subject to all the official rules, regulations and policies (collectively "Local Rules") of City which govern uses, architectural design, landscaping, public improvements and construction standards, and which are contained in the Development Plan or are in effect as of the Effective Date, with the exception that revisions or amendments to the Local Rules necessitated by reasonable public health or fire and life-safety considerations shall apply as though the rules were in effect as of the Effective Date. Notwithstanding any other provision of this Agreement, and without limitation as to any other exceptions contained in this Agreement, City shall retain the authority to take the following actions, so long as such action is applied on a citywide basis to similarly situated projects:

a. Adopt and apply property transfer taxes and/or excise taxes;

b. Adopt updates to building and/or fire codes;

c. Maintain the right of voters to act by initiative or referendum, but only to the extent that the initiative or referendum does not affect or interfere with any vested rights acquired by the Developer in this Agreement; except that this Agreement itself is subject to referendum; and,

d. Take other actions not expressly prohibited by the terms or provisions of this Agreement.

3.5 Future Exercise of Discretion by City. This Agreement shall not be construed to limit the authority or obligation of City to hold necessary public hearings, or, except as provided herein, to limit discretion of City or any of its officers or officials with regard to rules, regulations, ordinances or laws which require the exercise of discretion by City or any of its officers or officials. Except as provided, this Agreement shall not prevent City from applying new rules, regulations and policies, or from conditioning future Project development approval applications on new rules, regulations and policies that do not conflict with the terms of the Approvals, Project, Development Plan, or this Agreement.

## 4. DEVELOPMENT FEES, EXACTIONS AND DEDICATIONS.

4.1 Development Fees, Exactions and Dedications. The fees, special assessments, special taxes, exactions and dedications (collectively "Fees") payable to City due to the development, build out, occupancy and use of the Property pursuant to this Agreement shall be exclusively those in effect as of the Effective Date, including as set forth in the Conditions of Approval and the Development Plan and as specified in this Agreement. City may apply new or increased fees if the fees apply citywide or area-wide and are of the type of cost recovery fees typically imposed by cities.

4.2 Processing Fees. Developer shall be responsible for the costs to City of processing any Developer requested land use approvals, including without limitation, building permits, plan checks, environmental studies required under CEQA and other similar requests for City permits and entitlements, when such costs are incurred by City ("Processing Fees"). Processing Fees may be increased if the increase is applicable citywide and reflects the reasonable cost to City of performing the administrative processing or other service for which the particular Processing Fee is charged. City shall impose those funding requirements needed to ensure that the processing costs to City are fully covered by the Project (including Developer as owner of same). Further, if additional, accelerated, or more frequent inspections are requested by Developer of City than would otherwise take place in City's ordinary course of business, then City may either hire additional contract inspectors, plan checkers, engineers or planners or City may hire a full or part-time employee(s). If City hires additional contractors or consultants, then Developer shall reimburse City the cost of hiring additional contractors or consultants, plus 10 percent (10%). If City hires a full or part-time employee(s), then Developer shall reimburse City for a pro rata share of the total cost of the employee(s).

4.3 New Processing Fees. New processing fees may be imposed by City if such new fees apply to all similarly situated projects or works within City and if the application of these Processing Fees to the Property is prospective only. Processing Fees shall be due and payable on a phase-by-phase basis, so that only those fees applicable to the actual construction of each phase shall be paid upon the issuance of the appropriate permits for that phase. Developer shall pay the costs associated with the planning, processing and environmental review process for the Project, provided that such costs shall be limited to (i) reasonable costs directly associated with the planning, processing and environmental

review process; (ii) fees ordinarily charged by City for processing land use applications and permits, provided that such fees and costs are applied to Developer in the same manner as other similarly situated applicants seeking similar land use approvals and are not limited in applicability to the Project or to related uses; and (iii) fees associated with third-party permit plan checking, if applicable, above those normally charged by City. Developer shall reimburse City for reasonable staff overtime expenses incurred by City in processing review, approval, inspection and completion of the Project provided that such overtime expenses are reasonably necessary for the completion of the Project in accordance with Developer's schedule.

4.4 Development Agreement Fee. Developer agrees to pay the City the sum of four hundred thousand dollars ($400,000) prior to the City's issuance of the Project's final certificate of occupancy ("Development Agreement Fee") but in no event later than the date that is three (3) years from the Effective Date. If this Agreement is tolled pursuant to Section 1.1, this period for payment shall also be tolled.

4.5 Monetary Exaction. Developer and City acknowledge that it is difficult to calculate the exact impact of the Project upon City infrastructure and City services. Developer acknowledges that the Project will have a direct impact by creating a greater demand upon City, including for residential and other development that may have to be located elsewhere in the City and further away from transportation and other infrastructure previously planned for and developed by the City in the vicinity of the Project. Property taxes or any other impact fee paid by the Project does not offset this increased demand. Consequently, Developer agrees to pay and provide the Development Agreement Fee, community benefits, and other sums and fees contemplated by this Agreement, and City shall accept such payments to the extent not otherwise required by applicable law as payment in full for impacts to City services caused by this Agreement. Unless otherwise indicated herein, such fees, sums, and benefits shall be paid and provided no later than the date of issuance of the Final Certificate of Occupancy for the Project.

4.6 Dedications. Developer shall offer to dedicate to City, upon request by City, all portions of the Property designated in the Conditions of Approval for public easements, streets or public areas and/or other improvements.

4.7 Contribution to Costs of Facilities and Services. Developer agrees to contribute to the costs of public facilities and services as required herein to mitigate impacts of the development of the Property, and City agrees to assure that Developer may proceed and complete development of the Property in accordance with the terms of this Agreement. City and Developer recognize and agree that but for Developer's contributions to mitigate the impacts arising as a result of development entitlement granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement. City's approval of development of the Property is in reliance upon and in consideration of Developer's agreement to make contributions toward the cost of public improvements and public services as provided to mitigate the impacts of development of the Property.

4.8 Sewer Facilities, Storm Drains and Runoff. This Agreement does not affect the Developer's obligations to pay for or construct improvements in the storm drain system required to implement the Project, nor does it affect the Developer's obligations to meet any applicable federal, state and local discharge limits and requirements pertaining to sewer facilities, storm drains or runoff.

4.9 Limited Effect on Right to Tax, Assess, or Levy Fees or Charges. Except as expressly provided herein, this Agreement does not limit the power and right of City to impose the same taxes, levy the same assessments, or require the payment of the same permit fees and charges by the Developer as City requires for all other residential development or property on a citywide basis. The Developer shall be required to pay all development impact fees in effect on the Effective Date.

4.10 No Limit on Right of City to Adopt and Modify Uniform Codes. This Agreement does not limit the right of City, to the extent permitted by state law, to adopt Building, Plumbing, Electrical, Fire and similar uniform construction codes, and to adopt local modifications of those codes, from time to time.

4.11 California Environmental Quality Act Compliance ("CEQA"). City determined that the Project is exempt from further environmental review pursuant to CEQA under CEQA Guidelines Section 15182 (Cal. Code Regs., tit. 14, § 15182). This Agreement does not limit City's duty to comply with the provisions of CEQA and the associated Guidelines, as they may be amended from time to time, that comply with the provisions of § 21082 of CEQA. However, City shall not undertake additional environmental review under CEQA unless required to do so by CEQA. In the event that any such further environmental review is required for a subsequent approval or other discretionary action, it shall be in accordance with §§ 15162-15164 of the CEQA Guidelines, and the scope of analysis and evaluation shall be as required by CEQA.

4.12 No General Limitation on Future Exercise of Police Power. City retains its right to exercise its general police power except when such exercise would conflict with this Agreement. The police powers so retained and enforceable under this Agreement shall include, but are not limited to, the enactment of regulations that apply generally to City concerning the disposition of construction and demolition materials. The police powers so retained and enforceable under this Agreement shall also include, but are not limited to, the modification or suspension the provision of this Agreement if the City determines that the failure of the City to do so would place residents in a condition dangerous to their health or safety, or both.

4.13 Mitigations. Developer agrees to contribute to the costs of public facilities and services in the amounts set forth in this Agreement, the Development Plan, Mitigation Monitoring and Reporting Program and Conditions of Approval, as required to mitigate impacts of the development of the Property ("Mitigations"). City and Developer recognize and agree that but for Developer's contributions to mitigate the impacts arising as a result of the entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement. City's approval of development of the Property is in reliance upon, and in consideration of, Developer's

agreement to make contributions toward the cost of public improvements and public services as provided to mitigate the impacts of development of the Property.

4.14 Affordable Housing Development. As a community benefit and Mitigation to establish more affordable housing closer to greater public transportation resources, and as a material inducement to the City's willingness to enter into this Agreement, Developer agrees to develop more affordable units than it would otherwise be required to develop, including more affordable units than it would otherwise be required to develop under the AHO. Developer agrees to impose rent restrictions for a period of not less than 55 years upon 22 units in the Gideon property such that 18 of those units are restricted to low-income households and 4 of those units are restricted to very low-income households in conformity with the AHO. In a form acceptable to the City Attorney, Developer shall record a regulatory agreement against the Gideon property that runs with the land and binds the owners and successors to that property to restrict the rents for those units consistent with the AHO and this Agreement. This regulatory agreement must be recorded by the earlier of (a) the issuance of the Project's first vertical building permit; or (b) the date that is one (1) year from the Effective Date. That regulatory agreement shall require the owner of the affordable units to ensure that the units are occupied by tenants whose monthly income levels do not exceed very low- or low-income levels, as the case may be, and shall preclude tenants from subletting or subleasing the unit. The regulatory agreement shall also require the owner of the affordable units to submit an annual report to the City Manager, in a format approved by the City. The report shall include, but not be limited to the following information: an identification of the affordable units within the project; the monthly rents charged and proposed to be charged; vacancy information for the prior year; and the monthly income for tenants of each affordable unit throughout the prior year. Prior to lease or release of the affordable units, the regulatory agreement shall require the owner of the affordable units to provide a marketing plan, to be approved by the City, and income certifications, to be approved by the City, and in all other material respects comply with the AHO and the program requirements of the City below market rate housing program. That regulatory agreement shall also require that the affordable units be rented to qualifying and approved low- and very low-income households no later than two (2) years from the Effective Date. If this Agreement is tolled pursuant to Section 1.1, then the periods to record the regulatory agreement and rent the affordable units to qualifying households shall also be tolled.

4.15 Transportation and Other Improvements. Developer shall pay the Development Agreement Fee in the sum of Four Hundred Thousand Dollars ($400,000.00) to City for transportation and other improvements or programs deemed necessary by the City, including as Mitigation for public services that may need to be further developed elsewhere in the City as a result of the Project and the standards and conditions of development allowed by this Agreement, to be paid as specified in Section 4.4.

## 5. STANDARD OF REVIEW OF PERMITS

5.1 Standard of Review of Permits. All permits ("Permits") required by Developer to develop the Property, excepting the rezoning, but including (i) road construction permits, (ii) grading permits, (iii) building permits, (iv) fire permits, and (v) certificates of

occupancy, shall be issued by City after City's review and approval of Developer's applications, provided that City's review of the applications is limited to determining whether the following conditions are met:

a. The application is complete; and,

b. The application demonstrates that Developer has complied with this Agreement, the Development Plan, the Mitigation Monitoring and Reporting Program, the Conditions of Approval and the applicable Local Rules.

5.2 Construction Codes. Developer shall be subject to the California Building Code and all other state-adopted construction, fire and other codes and the applicable version or revision of the codes by local City Action (collectively referred to as "Construction Codes") in place at the time that a plan check application for a building, grading or other permit subject to Construction Codes is submitted to City for approval, provided that the Construction Codes have been adopted by City and are in effect on a citywide basis.

## 6. PRIORITY

6.1 Priority. In the event of conflict between the General Plan, the Metro Specific Plan, this Agreement, MMC, Other Regulations and Local Rules, all as they exist on the Effective Date, the Parties agree that the following sequence establishes the relative priority of each item: (1) the General Plan, as existing on the Effective Date; (2) any applicable Specific Plan, as existing on the Effective Date; (3) this Agreement; (4) the Development Plan; (5) Mitigation Monitoring and Reporting Program; (6) the Approvals; and (7) MMC, Other Regulations and Local Rules.

## 7. COOPERATION IN IMPLEMENTATION

7.1 Cooperation in Implementation. Upon Developer's satisfactory completion of all required preliminary actions provided in the Development Plan, and payment of required fees, if any, City shall proceed in a reasonable and expeditious manner, in compliance with the deadlines mandated by applicable agreements, statutes or ordinances, to complete all steps necessary for implementation of this Agreement and development of the Property in accordance with the Development Plan, including the following actions:

a. Scheduling all required public hearings by the Planning Commission and City Council; and,

b. Processing and checking all maps, plans, land use and architectural review permits, permits, building plans and specifications and other plans relating to development of the Property filed by Developer as necessary for complete development of the Property. Developer, in a timely manner, shall provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder and to cause City's planners, engineers and all other consultants to submit in a timely manner all necessary materials and documents. It is the Parties' express intent to cooperate with one another and diligently work to implement all land use and building approvals for development

of the Property in accordance with the Development Plan and the terms hereof. At Developer's request and sole expense, City shall retain outside building consultants to review plans or otherwise assist City's efforts in order to expedite City processing and approval work. City shall cooperate with Developer, and assist Developer in obtaining any third-party governmental or private party permits, approvals, consents, rights of entry, or encroachment permits, needed for development of the Project or any other on or offsite improvements.

## 8. PERIODIC REVIEW

8.1 Annual Review. City and Developer shall review all actions taken pursuant to the terms of this Agreement annually during each year of the Term, within thirty (30) days prior to each anniversary of the Effective Date.

8.2 Developer's Submittal. At least sixty (60) days before each anniversary of the Effective Date, Developer shall submit a compliance letter ("Compliance Letter") to the Director of the Planning Department ("Director"), along with a copy directed to the City Attorney, describing Developer's compliance with the terms of the Conditions of Approval and this Agreement during the preceding year. The Compliance Letter shall include a statement that the Compliance Letter is submitted to City pursuant to the requirements of Government Code § 65865.1, this Agreement, and MMC.

8.3 City's Findings. Within thirty (30) days after receipt of the Compliance Letter, the Director shall determine whether, for the year under review, Developer has demonstrated good faith substantial compliance with the terms of this Agreement. If the Director finds and determines that Developer has complied substantially with the terms of this Agreement, or does not determine otherwise within thirty (30) days after delivery of the Compliance Letter, the annual review shall be deemed concluded, Developer shall be deemed to have complied in good faith with the terms and conditions of this Agreement during the year under review, and this Agreement shall remain in full force and effect. Upon a determination of compliance, the Director shall, if requested by Developer, issue a recordable certificate confirming Developer's compliance through the year under review. Developer may record the certificate with the Santa Clara County Recorder's Office. If the Director initially determines the Compliance Letter to be inadequate in any respect, he/she shall provide notice to that effect to Developer. If, after a duly noticed public hearing thereon, the Council finds and determines based on substantial evidence that Developer has not complied substantially in good faith with the terms of this Agreement for the year under review, the Director shall give written notice thereof to Developer specifying the noncompliance and such notice shall serve as a notice of default under Section 9.1. If Developer fails to cure the noncompliance within a reasonable period of time as established by the Director, the Council, in its discretion, may (i) grant additional time for compliance by Developer, or (ii) following the hearing described in Resolution 6642, modify this Agreement to the extent necessary to remedy or mitigate the noncompliance, or (iii) terminate this Agreement. Except as affected by the terms hereof, the terms of Resolution 6642, shall govern City's compliance review process. During any review, Developer shall bear the burden of proof to demonstrate good faith compliance with the terms of this Agreement. If the Council does not hold a hearing and make its determination

within one hundred and twenty (120) days after delivery of the Compliance Letter for a given year, then it shall be deemed conclusive that Developer has complied in good faith with the terms and conditions of this Agreement during the period under review.

## 9. REIMBURSEMENTS

9.1 Reimbursements. The Parties agree that Developer shall not be entitled to any reimbursement for the construction of any private or public improvement required by this Agreement, unless explicitly provided by this Agreement or the Conditions of Approval.

## 10. INSURANCE

10.1 Insurance. During the term of this Agreement, Developer shall maintain in full force and effect the following insurance policies:

a. a commercial general liability policy ("CGL") (bodily injury and property damage);
b. a worker's compensation/employer's liability policy; and
c. a comprehensive automobile liability insurance policy.

These policies shall be maintained with coverage amounts, required endorsements, certificates of insurance and coverage verifications included, as defined in **Exhibit "5"**, attached hereto and incorporated by this reference.

## 11. DEFAULT AND REMEDIES

11.1 Default. Failure by either Party to perform any material term or provision of this Agreement shall constitute a default, provided that the Party alleging the default gave the other Party advance written notice of the default and thirty (30) days to cure the condition, or, if the nature of the default is such that it cannot be cured within thirty (30) days, the Party receiving notice shall not be in default if the Party commences performance of its obligations within the thirty (30) day period and diligently completes that performance. Written notice shall specify in detail the nature of the obligation to be performed by the Party receiving notice.

11.2 Remedies. It is acknowledged by the Parties that City and Developer would not have entered into this Agreement if City were to be liable in damages under, or with respect to, this Agreement or the application thereof. City and Developer shall not be liable in damages to one another, or to any assignee, transferee or any other person, and Developer covenants not to sue for or claim damages. Each Party shall have the right to (i) bring any proceeding in the nature of specific performance, injunctive relief or mandamus, and/or (ii) bring any action at law or in equity as may be permitted by law or this Agreement. The Parties acknowledge that monetary damages and remedies at law generally are inadequate upon the occurrence of a default. Therefore, specific performance or other extraordinary equitable relief (such as injunction) is an appropriate remedy for the enforcement of this Agreement, other remedies at law being inadequate under all the circumstances pertaining

as of the Effective Date of this Agreement and any such equitable remedy shall be available to the Parties.

11.3 Default by Developer/Withholding of Building Permit. City may, without submitting to mediation, refuse to issue a building permit for any structure within the Property if City, in its reasonable discretion, determines Developer has materially failed and refused to complete any requirement that is a Condition of Approval, or that is applicable to the building permit requested. In addition, where City has determined that Developer is in default as described above, City may also refuse to issue the Developer any permit or entitlement for any structure or property located within the Project. This remedy shall be in addition to any other remedies provided for by this Agreement.

## 12. AMENDMENT OR TERMINATION

12.1 Development Plan. City and Developer anticipate that the Project will be implemented in accordance with the Approvals, the Development Plan, Mitigation Monitoring and Reporting Program, and the Conditions of Approval. The foregoing actions and other necessary or convenient implementation actions shall not require an amendment to this Agreement. Any subsequent amendment or modification of the Development Plan shall be done pursuant to a Development Agreement Amendment pursuant to applicable Government Code provisions, MMC Section XIII-D.14.010 and following, and Section 24.1 herein.

a. Insubstantial Modifications and Operating Memoranda. The Parties acknowledge that refinements and further development of the Project may demonstrate that minor changes or clarifications are appropriate with respect to the details of the Project development and the performance of the parties under this Agreement. The Parties desire to retain a certain degree of flexibility with respect to the details of the Project development and with respect to those items covered in general terms under this Agreement, and thus desire to provide a streamlined method of approving insubstantial modifications to, or clarifications of the Parties responsibilities and obligations under this Agreement. Therefore, to the extent allowed by applicable law, any minor modification or clarification to this Agreement which does not modify (i) the Term of this Agreement; (ii) permitted uses of the Property, (iii) maximum density or intensity of use, (iv) the approved floor area, number or type of dwelling units, or building height, (v) provisions for the reservation or dedication of land, (vi) conditions, terms, restrictions or requirements for subsequent discretionary actions, (vii) monetary obligations of Developer, or (viii) the original findings and Conditions of Approval for the Project and (ix) would not result in any threat to the public health, safety, or welfare or any new or detrimental effects from the Project (hereinafter an "Insubstantial Modification"), and that can be processed under CEQA as exempt from CEQA, and that do not require a notice of amendment and/or hearing, including pursuant to Government Code Section 65868, shall not require a public hearing or City Council approval prior to the Parties executing a modification to this Agreement. Upon receiving a written request from the Developer for an Insubstantial Modification, the City Manager or a designated representative will

evaluate the request, considering: (1) whether the requested modification falls under the definition of an "Insubstantial Modification"; and (2) whether the requested modification aligns with the objectives of this Agreement. The City Manager will not unreasonably withhold a decision, but will also ensure the City's interests are adequately protected. If the City Manager or designee determines that the requested modification is an "Insubstantial Modification" that is consistent with the Approvals and this Agreement and tends to promote the goals of the Approvals and this Agreement, the proposed modification may be approved by the City Manager as an Insubstantial Modification, and a written modification will be executed by the Parties and attached to this Agreement as an operating memorandum ("Operating Memorandum").

12.2 Termination upon Completion of Development. This Agreement shall terminate upon the expiration of the Term, or when the Property has been fully developed and all of the Developer's obligations are satisfied as determined by City. Upon termination of this Agreement, City may record a Notice of Termination in a form satisfactory to the City Attorney.

12.3 Effect of Termination Upon Developer Obligations. Termination of this Agreement as to the Developer shall not affect any of the Developer's obligations to comply with City General Plan and the terms and conditions of any applicable zoning, or subdivision map or other land use entitlement approved with respect to the Project, nor shall it affect any other covenants or development requirements in this Agreement specified to continue after the termination of this Agreement, or obligations to pay assessments, liens, fees or taxes.

12.4 Effect of Termination Upon City. Upon any termination of this Agreement as to the Developer, the entitlement, conditions of development, and all other terms and conditions of this Agreement shall no longer be vested with respect to the Property and City shall no longer be limited by this Agreement, to make any changes or modifications to the entitlement, conditions or fees applicable to the Property.

12.5 Elements of Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the Term;
(b) Entry after all appeals have been exhausted of a final court judgment or issuance of a final court order directed to City to set aside, withdraw, or abrogate the Approvals, the City's approval of this Agreement or any material part thereof; or
(c) The effective date of a Party's election to terminate the Agreement as provided in this Agreement.

## 13. MORTGAGEE PROTECTION: CERTAIN RIGHTS OF CURE

13.1 Mortgagee Protection. This Agreement shall be superior and senior to all liens placed upon the Property or any portion thereof after the date on which this Agreement or a memorandum thereof is recorded, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid,

diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against all persons and entities, including all deed of trust beneficiaries or mortgagees ("Mortgagees") who acquire title to the Property or any portion thereof by foreclosure, trustee's sale, deed in-lieu-of foreclosure, voluntary transfer or otherwise.

13.2 Mortgagee Obligations. City, upon receipt of a written request from a foreclosing Mortgagee, shall permit the Mortgagee to succeed to the rights and obligations of Developer under this Agreement, provided that all defaults by Developer that are reasonably susceptible of being cured are cured by the Mortgagee as soon as reasonably possible, provided, however, that in no event shall such Mortgagee personally be liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of such Property by such Mortgagee. The foreclosing Mortgagee shall have the right to find a substitute developer to assume the obligations of Developer, which substitute shall be considered for approval by City pursuant to Section 13 of this Agreement, but shall not, itself, be required to comply with all of the provisions of this Agreement.

13.3 Notice of Default to Mortgagee. If City receives notice from a Mortgagee requesting a copy of any notice of default given to Developer and specifying the address for service thereof, City shall endeavor to deliver to the Mortgagee, concurrently with service thereof to Developer, all notices given to Developer describing all claims by City that Developer has defaulted hereunder. If City determines that Developer is not in compliance with this Agreement, City also shall endeavor to serve notice of noncompliance on the Mortgagee concurrently with service on Developer. Each Mortgagee shall have the right, but not the obligation, during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the condition of default claimed or the areas of noncompliance set forth in City's notice.

## 14. ASSIGNABILITY

14.1 Assignment. Except as provided in Section 13, neither Party shall convey, assign or transfer ("Transfer") any of its interests, rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. In no event shall the obligations conferred upon Developer under this Agreement be transferred except through a Transfer of all or a portion of the Property. Should Developer Transfer any of its interests, rights or obligations under this Agreement, it shall nonetheless remain liable for performance of the obligations for installation of public improvements, provision of affordable housing, and payment of fees, unless the transferee executes an Assumption Agreement in a form reasonably acceptable to City whereby the transferee agrees to be bound by the relevant Terms of the Agreement, including the obligations for installation of public improvements, provision of affordable housing, and payment of fees. During the Term, Developer shall provide City with written notice of a request to Transfer any interest in this Agreement sixty (60) days prior to any such contemplated Transfer. Any such request for a Transfer shall be accompanied by quantitative and qualitative information that substantiates, to City's reasonable satisfaction, that the proposed transferee has the capability to assume the rights and fulfill the obligations of this Agreement. Any transferee (including parents and subsidiary entities)

shall have a net worth, valuation, or liquidity (including debt capacity), of not less than $50,000,000.00 Dollars. The City Manager shall have sole discretion to find and determine that transferees with a net worth, valuation, or liquidity (including debt capacity) of less than $50,000,000.00 Dollars are otherwise eligible transferees under this Agreement. Within thirty (30) days of such a request and delivery of information, the Milpitas City Manager shall make a determination, in his or her reasonable discretion, as to whether the Transfer shall be permitted or whether such Transfer necessitates an Amendment to this Agreement, subject to approval by the Council. The Milpitas City Manager's approval of a proposed Transfer shall not be unreasonably withheld provided that the terms of this Section 14.1 are met. Each successor-in-interest to Developer shall be bound by all of the terms and provisions applicable to the portion of the Property acquired. This Agreement shall be binding upon and inure to the benefit of the Parties' successors, assigns and legal representatives. Developer or its successor shall record notice of such approved Transfers in the Santa Clara County Recorder's Office promptly upon execution by each of the Parties.

14.2 Covenants Run With The Land. The terms of this Agreement are legislative in nature, and apply to the Property as regulatory ordinances. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall run with the land and shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring the Property, any lot, parcel or any portion thereof and any interest therein, whether by sale, operation of law or other manner, and shall inure to the benefit of the Parties and their respective successors.

14.3 Foreclosure. Nothing contained in this Section 14 shall prevent a Transfer of the Property, or any portion thereof, to a lender as a result of a foreclosure or deed in lieu of foreclosure, and any lender acquiring the Property, or any portion thereof, as a result of foreclosure or a deed in lieu of foreclosure shall take such Property subject to the rights and obligations of Developer under this Agreement; provided, however, in no event shall such lender be liable for any defaults or monetary obligations of Developer arising prior to acquisition of title to the Property by such lender, and provided further, in no event shall any such lender or its successors or assigns be entitled to a building permit or occupancy certificate until all fees due under this Agreement (relating to the portion of the Property acquired by such lender) have been paid to City.

## 15. CONTROLLING LAW

15.1 Controlling Law. This Agreement shall be governed by the laws of the State of California, and the exclusive venue for any disputes or legal actions shall be the Superior Court of California in and for the County of Santa Clara. Developer shall comply with all requirements of state and federal law, in addition to the requirements of this Agreement, including, without limitation, the payment of prevailing wages, if required. In any event, Developer shall pay prevailing wages for all work on off-site public improvements related to the Project.

## 16. GENERAL

16.1 Construction of Agreement. The language in this Agreement in all cases shall be construed as a whole and in accordance with its fair meaning.

16.2 No Waiver. No delay or omission by either Party in exercising any right or power accruing upon the other Party's noncompliance or failure to perform under the provisions of this Agreement shall impair or be construed to waive any right or power. A waiver by either Party of any of the covenants or conditions to be performed by Developer or City shall not be construed as a waiver of any succeeding breach of the same or other covenants and conditions.

16.3 Agreement is Entire Agreement. This Agreement and all exhibits attached hereto or incorporated herein, together with the Development Plan, Mitigation Monitoring and Reporting Program, and the Conditions of Approval, are the sole and entire Agreement between the Parties concerning the Property. The Parties acknowledge and agree that they have not made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery, except representations set forth herein, and each Party acknowledges that it has relied on its own judgment in entering this Agreement. The Parties further acknowledge that all statements or representations that heretofore may have been made by either of them to the other are void and of no effect, and that neither of them has relied thereon in its dealings with the other. To the extent that there is any conflict between the approved Development Plan and this Agreement, the approved Development Plan shall govern the Parties' respective rights and obligations.

16.4 Estoppel Certificate. Either Party from time to time may deliver written notice to the other Party requesting written certification that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and constitutes a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, or, if it has been amended or modified, specifying the nature of the amendments or modifications, and, (iii) the requesting Party does not have knowledge of default in the performance of its obligations under this Agreement, or if in known default, describing therein the nature and monetary amount, if any, of the default. A Party receiving such a request shall execute and return the certificate within thirty (30) days after receipt thereof. City Manager shall have the right to execute the certificates requested by Developer. At the request of Developer, the certificates provided by City establishing the status of this Agreement with respect to any lot or parcel shall be in recordable form, and Developer shall have the right to record the certificate for the affected portion of the Property at its cost.

16.5 Severability. Each provision of this Agreement which is adjudged by a court of competent jurisdiction to be invalid, void or illegal shall in no way shall affect, impair or invalidate any other provisions, and the other provisions shall remain in full force and effect.

16.6 Further Documents. Each Party shall execute and deliver to the other all other instruments and documents as may be reasonably necessary to carry out this Agreement.

16.7 Time of Essence. Time is of the essence in the performance of each and every covenant and obligation to be performed by the Parties hereunder.

16.8 Defense, Indemnification and Hold-Harmless Provisions. Developer shall hold City, its elective and appointive boards, commissions, officers, agents, and employees (the "Indemnified Parties") harmless from any liability for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's contractors, subcontractors', agents' or employees' operations on the Project, whether the actions be by the Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Developer or any of Developer's contractors or subcontractor's. Developer shall indemnify and defend Indemnified Parties from any suit or actions at law or in equity for damages caused, or alleged to have been caused, by reason of the operations and Developer shall pay all reasonable attorneys' fees and costs that City may incur. City does not, and shall not waive any rights against Developer that it may have by reason of the aforesaid hold-harmless requirement of Developer because of the acceptance of improvements by City, or the deposit of security with City by Developer. The hold-harmless requirement of Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the Project. Notwithstanding anything to the contrary, Developer's indemnification of City shall not apply to the extent that such action, proceedings, demands, claims, damages, injuries or liability is based upon the active negligence of City.

16.9 Third-Party Challenge. Developer agrees to defend the Indemnified Parties from any challenge to the validity of this Agreement, environmental review for the Project, entitlements, or anything related to the passage of the Agreement by City.

16.10 Construction. This Agreement has been reviewed and revised by legal counsel for both City and Developer and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

16.11 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

## 17. NOTICES

17.1 Notices. Except as otherwise expressly provided herein, all notices and demands pursuant to this Agreement shall be in writing and delivered in person, by commercial courier or by first-class certified U.S. mail, postage prepaid. Except as otherwise expressly provided herein, notices shall be considered delivered when personally served, upon delivery if delivered by commercial courier, or two (2) days after mailing if sent by U.S. mail. Notices shall be sent to the addresses below for the respective Parties; provided, however, that either Party may change its address for purposes of this section by giving written notice to the other Party. These addresses may be used for service of process:

City:
City of Milpitas
Attn: City Manager
455 E. Calaveras Blvd.
Milpitas, CA 95035

With copy to:
City of Milpitas
Attn: City Attorney
455 E. Calaveras Blvd.
Milpitas, CA 95035

Developer:
Lyon Living
Attn: Mike Barmettler
4901 Birch St.
Newport Beach, CA 92660

With copy to:
Pete Zak
3 Corporate Plaza Drive, Suite 230
Newport Beach, CA 92660

And:
Cox, Castle & Nicholson LLP
Attn: Sean Matsler
3121 Michelson Drive, Suite 200
Irvine, CA 92612

The provisions of this section shall be deemed directive only and shall not detract from the validity of any notice given in a manner that would be legally effective in the absence of this section.

## 18. RELATIONSHIP BETWEEN CITY AND DEVELOPER

18.1 Developer is an Independent Contractor. Developer is not an agent or employee of City, but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed or utilized by Developer in connection with this Agreement are employees or contractors of Developer and shall not be considered employees of City in any respect.

## 19. PROJECT AS A PRIVATE UNDERTAKING

19.1 Project as a Private Undertaking. It is specifically understood and agreed that the Project is a private development. No partnership, joint venture or other association of any kind between City and Developer is formed by this Agreement.

## 20. NONDISCRIMINATION

20.1 Nondiscrimination. Developer shall not discriminate, in any way, against any person on the basis of race, color, national origin, gender, marital status, sexual orientation, age, creed, religion or disability in connection with or related to the performance of this Agreement.

## 21. FORCE MAJEURE.

21.1 Force Majeure. Performance by either Party hereto shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of other governmental entities or enactment of conflicting state or federal laws or regulations.

## 22. THIRD PARTIES

22.1 Third Parties. If any person or entity not a Party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Approvals, the Parties shall reasonably cooperate in defending such action. Developer shall bear its own costs of defense as a real Party in interest in any such action, and shall reimburse City for all reasonable costs and attorneys' fees expended by City in defense of any such action or other proceedings.

## 23. AMENDMENTS

23.1 Amendments. No alterations or changes to the Terms of this Agreement shall be valid unless made in writing and signed by both Parties, and completed in compliance with the procedures listed in MMC and/or the Government Code for Development Agreement Amendments.

## 24. NO THIRD-PARTY BENEFICIARY

24.1 No Third-Party Beneficiary. This Agreement shall not be construed or deemed to be an Agreement for the benefit of any third-party or Parties, and no third-party or Parties shall have any claim or right of action hereunder for any cause whatsoever.

## 25. DISPUTE RESOLUTION

25.1 Mediation. Any controversies between Developer and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

25.2 Mediator Selection/Length of Mediation. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

25.3 Mediation Costs. The costs of the mediator shall be borne by the Parties equally; however, each Party shall bear its own attorney, consultant, staff and miscellaneous fees and costs.

25.4 Exhaustion of Mediation As A Remedy. Mediation under this Section is a condition precedent to filing an action in any court, but it is not a condition precedent to City's refusal to issue a building permit or any other entitlement under Section 5.

## 26. CONSENT

26.1 Consent. Where consent or approval of a Party is required or necessary under this Agreement, the consent or Agreement shall not be unreasonably withheld or delayed.

## 27. COVENANT OF GOOD FAITH AND FAIR DEALING

27.1 Covenant of Good Faith and Fair Dealing. Neither Party to this Agreement shall do anything which shall have the effect of harming or injuring the right of the other Party to receive benefits of this Agreement; each Party shall refrain from doing anything which would render its performance under this Agreement impossible; and, each Party shall do everything which this Agreement contemplates to accomplish the objectives and purpose of this Agreement.

## 28. AUTHORITY TO EXECUTE

28.1 Authority to Execute. The person or persons executing this Agreement on behalf of Developer warrant and represent that they have the authority to execute this Agreement on behalf of Developer, and further represent that they have the authority to bind Developer to the performance of its obligations in this Agreement.

## 29. COUNTERPARTS

29.1 Counterparts. This Agreement may be executed in multiple originals, each of which is deemed an original, and may be signed in Counterparts. The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**SIGNATURES FOLLOW ON PAGE 26**

**CITY OF MILPITAS, CALIFORNIA**
a chartered California municipal corporation

APPROVED AS TO FORM:

CHRISTIAN CURTIS
City Attorney

JARED HERNANDEZ
Acting City Manager
455 E. Calaveras Blvd.
Milpitas, CA 95035

ATTEST:

SUZANNE GUZZETTA
City Clerk
"CITY"

DEVELOPER
CHOOSE ONE: CORPORATION/PARTNERSHIP/INDIVIDUAL

By: _____
Signature of Person executing the Agreement on behalf of Developer

Name: _____

Title: _____

Local Address: _____

_____

Telephone ( ) _____

Facsimile: ( ) _____

Exhibit "1" Legal Description

Exhibit "2" Selected Pages of Development Plan

Exhibit "3" Conditions of Approval

Exhibit "4" Mitigation and Monitoring Plan

Exhibit "5" Insurance Requirements

**DEVELOPMENT AGREEMENT**
**BETWEEN CITY OF MILPITAS,**
**a California municipal corporation,**

**AND**

**MILPITAS - DISTRICT 2 ASSOCIATES, LLC,**
**a Delaware limited liability company; and**

**FIELDS CH OWNER, LLC,**
**a Delaware limited liability company**

# EXHIBIT 1

# LEGAL PROPERTY DESCRIPTION

**DEVELOPMENT AGREEMENT**
**BETWEEN CITY OF MILPITAS,**
**a California municipal corporation,**

**AND**

**MILPITAS - DISTRICT 2 ASSOCIATES, LLC,**
**a Delaware limited liability company; and**

**FIELDS CH OWNER, LLC,**
**a Delaware limited liability company**

# EXHIBIT 2

# SELECTED PAGES OF DEVELOPMENT PLAN

**DEVELOPMENT AGREEMENT**
**BETWEEN CITY OF MILPITAS,**
**a California municipal corporation,**

**AND**

**MILPITAS - DISTRICT 2 ASSOCIATES, LLC,**
**a Delaware limited liability company; and**

**FIELDS CH OWNER, LLC,**
**a Delaware limited liability company**

**EXHIBIT 3**

**CONDITIONS OF APPROVAL**

**DEVELOPMENT AGREEMENT**
**BETWEEN CITY OF MILPITAS,**
**a California municipal corporation,**

**AND**

**MILPITAS - DISTRICT 2 ASSOCIATES, LLC,**
**a Delaware limited liability company; and**

**FIELDS CH OWNER, LLC,**
**a Delaware limited liability company**

# EXHIBIT 4

# MITIGATION MONITORING AND REPORTING PROGRAM

**DEVELOPMENT AGREEMENT**
**BETWEEN CITY OF MILPITAS,**
**a California municipal corporation,**

**AND**

**MILPITAS - DISTRICT 2 ASSOCIATES, LLC,**
**a Delaware limited liability company; and**

**FIELDS CH OWNER, LLC,**
**a Delaware limited liability company**

# EXHIBIT 5

# INSURANCE REQUIREMENTS

# INSURANCE REQUIREMENTS

Developer shall purchase and maintain the insurance policies set forth below at its sole cost and expense. Such policies shall be maintained for the full Term of this Agreement. The term "City" shall include the duly elected or appointed council members, commissioners, officers, agents, employees and volunteers of the City of Milpitas, California, individually or collectively ("City").

## 1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

On or before the commencement of the Term of this Agreement, Developer shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with this Exhibit. These certificates, which do not limit Developer's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to City by certified mail, "Attention: City Manager." Endorsements naming City as additional insured shall be submitted with the insurance certificates. The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to City:

(a) **Workers' Compensation**:

Statutory coverage as required by the State of California.

(b) **Liability**:

Commercial general liability coverage in the following minimum limits:

| | |
|---|---|
| Bodily Injury: | $1,000,000 each occurrence |
| | $10,000,000 aggregate - all other |
| Property Damage: | $1,000,000 each occurrence |
| | $10,000,000 aggregate |

If submitted, combined single limit policy with aggregate limits in the amounts of $10,000,000 will be considered equivalent to the required minimum limits shown above.

(c) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

| | |
|---|---|
| Bodily injury: | $1,000,000 each occurrence |
| Property Damage: | $1,000,000 each occurrence |
| | or |
| Combined Single Limit: | $2,000,000 each occurrence |

## 2. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise agreed to by the Risk Management Division of the City in writing.

## 3. DEDUCTIBLES AND SELF-INSURED RETENTIONS ("SIR")

Any deductibles self-insured retentions must be declared to and approved by City. The City may require Developer to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) Developer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The initial Developer to this Agreement has disclosed a two hundred and fifty thousand dollar ($250,000) self-insured retention upon applicable policies as part of the negotiation of this Agreement, which is hereby deemed approved by the City.

All SIRs must be disclosed to the City's Risk Management Division for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

## 4. FAILURE TO COMPLY

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

## 5. SUBROGATION WAIVER

Developer agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Developer shall look solely to its insurance for recovery. Developer hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Developer or City with respect to the actions of Developer herein, a waiver of any right to subrogation, which any insurer of the Developer may acquire against City by virtue of the payment of any loss under the insurance.

## 6. ABSENCE OF INSURANCE COVERAGE

City may direct Developer to immediately cease all activities with respect to this Agreement if it determines that Developer fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this lease. Any delays or expense caused due to

stopping of work and change of insurance shall be considered Developer's delay and expense. At City's discretion, under conditions of lapse, City may purchase appropriate insurance and charge all costs related to such policy to Developer.

## 7. NOTICE OF CANCELLATION, SUSPENSION OR OTHERWISE VOIDING

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

## 8. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION

Developer shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements prior to the commencement of this Agreement and annually thereafter for the Term of this Agreement. Developer shall furnish City with copies of original endorsements affecting coverage as herein required. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before the Term of the Agreement commences. City has the right to require Developer's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement. Should any required policy of insurance be modified, canceled, not renewed or otherwise change, Developer shall provide the City promptly with notice of that change, at least 30 days prior to any contemplated change, and thereafter provide compliant certificates of insurance, endorsements, policies, and such information as reasonably requested by the City for approval and determination of continuing compliance with these insurance requirements.

The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal of insurance shall be mailed to:

City of Milpitas
Attn: Finance Department, Risk Management Division
455 E. Calaveras Blvd.
Milpitas, CA 95035

# Economic Equivalency Memorandum

District Lot 3 Re-Entitlement – Affordable Housing Compliance

## 1. Executive Summary

This memorandum evaluates the economic and policy equivalency of satisfying the Townhome Project's inclusionary housing obligation through off-site affordable units located at the Gideon apartment community. The Townhome Project consists of 109 for-sale townhomes. Under the City's affordable housing ordinance, the project would typically be required to provide approximately 16 Moderate-Income Below Market Rate (BMR) ownership units (15% of total units).

The Applicant proposes to instead satisfy this requirement through 17 Low-Income BMR rental units located within the Gideon apartment community directly across the street. The Gideon development was completed in 2022 and consists of a high-quality multifamily community with modern unit designs, high-end finishes, and an extensive amenity program.

Key benefits of the proposed approach include:

- Provision of more units than required (17 units vs. 16 required).
- Provision of deeper affordability by serving households at a lower Area Median Income (AMI) band (Low-Income rather than Moderate-Income).
- Immediate availability of affordable housing because the units already exist.
- A 55-year affordability covenant ensuring long-term affordability.
- A higher underlying replacement-cost investment associated with the Gideon units.
- Access for residents to a substantially more robust amenity environment.

When evaluated through multiple economic and housing policy lenses- including affordability depth, replacement cost, resident utility, scarcity of unit type, and delivery certainty- the proposed off-site compliance strategy provides an economically equivalent, and in several respects superior, affordable housing outcome for the City of Milpitas.

## 2. Project Overview and Inclusionary Requirement

The Townhome Project proposes 109 for-sale townhomes. Under the City's affordable housing requirements, 15% of units would be required as Moderate-Income BMR ownership units.

| | |
|---|---|
| Total Townhome Units | 109 |

| | |
|---|---|
| Required Inclusionary Percentage | 15% |
| Calculated Inclusionary Units | 16.35 |
| Rounded Requirement | 16 Moderate-Income Units |

In lieu of providing these units on-site, the Applicant proposes to deed restrict 17 Low-Income BMR rental units within the Gideon apartment community for a period of 55 years, effective upon issuance of building permits for the Townhome Project.

## 3. Economic Comparison of Housing Products

Economic equivalency between the two approaches can be evaluated using several metrics, including replacement cost, market value versus restricted value, and overall housing product quality.

| Metric | Townhome Market | Townhome BMR | Gideon Market | Gideon BMR |
|---|---|---|---|---|
| Average Construction Cost | $577,000 | - | $750,000 | - |
| Market Value / Price | $1,330,000 | - | $575,000 | - |
| Restricted Value | - | $636,000 | - | $510,000 |
| Value Discount Per Unit | - | $694,000 | - | $65,000 |
| Number of Units | 16 | 16 | - | 17 |

The Townhome Project's required inclusionary units represent approximately $9.23 million in replacement cost (16 units × $577,000). By comparison, the 17 Gideon units represent approximately $12.75 million in replacement cost (17 units × $750,000), reflecting a substantially greater underlying investment in housing that will be restricted for affordable occupancy.

## 4. Housing Product and Resident Utility

The Townhome Project will include minimal shared amenities consisting primarily of a passive park area. By contrast, the Gideon apartment community provides residents with a comprehensive amenity package including a rooftop pool, modern fitness center, business center, and other resident-serving facilities.

For households occupying affordable units, access to these amenities represents meaningful resident utility that is not captured solely through financial comparisons. These amenities enhance quality of life, provide spaces for work-from-home activities, and support overall resident well-being.

## 5. Scarcity of Low-Income Housing Units

In addition to providing units serving a lower AMI band, the proposed approach contributes to a housing type that is significantly more difficult for cities to produce.

Moderate-Income inclusionary ownership units are commonly delivered through market-rate housing developments and therefore represent the most typical form of inclusionary housing production. By contrast, Low-Income housing units are substantially more challenging to deliver because they typically require layered public subsidy sources such as Low-Income Housing Tax Credits, local housing trust funds, or other public financing programs.

As a result, the supply of Low-Income housing units is significantly more constrained than Moderate-Income units in most California jurisdictions. By providing 17 Low-Income units, the proposal contributes to the segment of the housing spectrum that cities most often struggle to produce through market-rate development alone.

From a housing policy perspective, the provision of Low-Income units therefore represents a higher-value addition to the City's affordable housing inventory than Moderate-Income units that would otherwise be produced within the Townhome Project.

## 6. Delivery Certainty and Timing

The Gideon units are already constructed and operational. As a result, the City benefits from immediate affordable housing availability upon recordation of the affordability covenant.

In contrast, on-site delivery of BMR ownership units within the Townhome Project would occur only after completion and sale of units, which typically introduces a delivery timeline of approximately 18 to 24 months.

The proposed approach therefore accelerates the availability of affordable housing while eliminating construction and market delivery risk.

## 7. Draft Findings for Economic Equivalency

- The proposed compliance approach provides 17 Low-Income BMR units, exceeding the 16 Moderate-Income units otherwise required.
- The proposed units serve households at a lower Area Median Income (AMI) band than would otherwise be required.
- The Gideon units represent a higher replacement-cost investment than the Townhome Project's on-site inclusionary units.

- The Gideon units provide access to a significantly more robust amenity environment, increasing resident utility.
- The units are already constructed, providing certainty of delivery and immediate availability.
- A 55-year affordability covenant ensures long-term affordability.
- The proposal contributes to the segment of the affordable housing market- Low-Income units- that cities most often struggle to produce.

Based on these considerations, the proposed off-site compliance strategy satisfies the City's affordable housing objectives and provides an economically equivalent and beneficial affordable housing outcome for the City of Milpitas.

## Appendix A – Limitations of Cap-Rate Discount Comparisons

A commonly used financial metric in affordable housing analysis is the difference between market value and restricted value. For rental housing, this difference is typically derived through capitalization of net operating income.

While informative, this approach has limitations when comparing rental housing to for-sale ownership housing.

- For-sale housing prices incorporate ownership premiums and land scarcity that are not reflected in rental valuation.
- Apartment values derived from capitalization rates depend heavily on assumptions regarding rents and expenses.
- The cap-rate method measures investor value rather than the replacement cost or the housing benefit delivered to residents.

For this reason, housing policy evaluations typically consider additional lenses including affordability depth, replacement cost, resident utility, scarcity of unit type, and certainty of delivery. When evaluated across these dimensions, the Gideon affordable housing commitment demonstrates clear public benefit.

URBAN ARENA

OC SD OAK
3195 Red Hill Avenue, Loft F
Costa Mesa, CA 92626
714 754 4500

## MEMORANDUM

The following is a list of concessions for the proposed project:

## PROJECT

Project Name: The Fields – Elion (District Lot 3A)
Project#: 25-041
APN: 086-33-112, 086-33-113
Milpitas, CA

- Active Use:
  - Required: Ground Floor retail
  - Proposed: Live/work along portion Market St
    - Live/work units preserve street-level activation, support small businesses and creative work, reduce the risk of vacant commercial storefronts, and create a lower-impact transition between residential and commercial areas. These units can achieve many of the same urban design and economic development goals as retail while offering greater long-term adaptability.
- Activity Street:
  - Required: Large Retail Storefront sidewalk
  - Proposed: 10’ sidewalk along Great Mall Pkwy; 8’ sidewalk along Market Street, Centre Pointe Drive, McCandless Dr.
    - Wide sidewalks have been preserved while integrating townhome style living into the district. Townhomes provide a lower-intensity residential form that can soften the edge between taller mixed-use buildings and surrounding neighborhoods, while still contributing to density, walkability, and street activation through individual entries, stoops, porches, and residential frontage. They also broaden housing options for households seeking more space, direct access, and a more family-oriented living environment, helping the district feel more complete as a mixed residential community.

**REGULAR**

**NUMBER:** **___.__**

**TITLE:** **AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MILPITAS AND FIELDS CH OWNER, LLC AND MILPITAS – DISTRICT 2 ASSOCIATES, LLC**

**HISTORY:** This Ordinance was introduced (first reading) by the City Council at its meeting of May 19, 2026 upon motion by_____ and was adopted (second reading) by the City Council at its meeting of _____, upon motion by _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmen Montano, Mayor

APPROVED AS TO FORM:

_____
Christian Curtis, City Attorney

**RECITALS AND FINDINGS:**

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

**WHEREAS**, in July 2025, an application was submitted by Lyon Living ("Applicant") to develop 109 multi-family townhomes and 10 Accessory Dwelling Units ("Project") on a 5.49-acre vacant lot located at 1320 McCandless Drive, Milpitas, CA 95035 (APN: 086-33-112, -113, and -114); and

**WHEREAS**, the City and the applicant wish to memorialize the rights to development in the document entitled "Development Agreement Between the City of Milpitas and Milpitas – District 2 Associates, LLC and Fields CH Owner, LLC" (hereinafter referred to as the "Development Agreement"), a draft of which is attached hereto as **Exhibit 1**; and

**WHEREAS**, the Planning Department completed an environmental impact assessment for the project in accordance with the California Environmental Quality Act ("CEQA") and determined that the Project was exempt from further CEQA review pursuant to CEQA Guidelines Section 15182 (Residential Projects Pursuant to a Specific Plan); and

**WHEREAS**, on May 6, 2026, the Planning Commission held a duly noticed public hearing, during which the Planning Commission, by the adoption of Resolution No. 26-010, recommended that the City Council approve SA25-0002, TM26-0001, UA25-0003, DB26-0001, and DA26-0001 and approve the Project based on the findings and subject to the Conditions of Approval; and

**WHEREAS**, on May 19, 2026, the City Council held a duly-noticed public hearing and considered the proposed Development Agreement for compliance with City of Milpitas Resolution No. 6642, the Milpitas Municipal Code ("MMC"), Title XIII, Chapter D.14, commencing with Section D.14.010, and Government Code Sections §§ 65864 et seq.

**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: CEQA FINDINGS**

The City conducted an environmental assessment in accordance with the California Environmental Quality Act (CEQA) and determined that the proposed Project is categorically exempt from CEQA in accordance with CEQA Guidelines Section 15182 (Residential Projects Pursuant to a Specific Plan) and is consistent with the Addendum to the Transit Area Specific Plan (TASP) Final Environmental Impact Report (FEIR). CEQA Guidelines Section 15182 exempts further environmental review for a predominantly residential project that is generally in conformity with a specific plan, provided that an EIR was certified for the Specific Plan after January 1, 1980, the Project is a residential project (or predominantly residential in nature), that the Project is consistent with the Specific Plan, and that no events under CEQA Guidelines Section 15162 have occurred. The TASP EIR (SCH#2006032091) was certified by the Milpitas City Council on June 3, 2008, and was later updated by the Milpitas Metro Specific Plan Subsequent EIR, certified by the Milpitas City Council on February 7, 2023, both of which meet the time frame requirement.

The proposed Project consists of 109 townhome dwelling units, 10 ADUs, and nine live/work units, which is considered predominantly residential in nature, meets the residential component of CEQA Guidelines Section 15182. The proposed Project is located within the Metro Plan, and the proposed townhome project with live/work units contributes to the Metro Plan's vision of creating a complete neighborhood within the McCandless District. The Project is found to be consistent with the goals, policies, and development standards of the Metro Plan which meets the Specific Plan component. Lastly, CEQA Guidelines Section 15162 refers to substantial changes proposed in the EIR area that would create significant or substantially more severe impacts. Since the proposed Project involves a decrease in units, decrease in building square footage, and decrease in building height, no instances of CEQA Guidelines Section 15162 could reasonably have been known. Therefore, this Project meets CEQA Guidelines Section 15182.

**SECTION 3. DEVELOPMENT AGREEMENT FINDINGS (MMC SECTION XIII-D.14.050)**

The proposed Project is considered to be eligible for a Development Agreement per City Council Resolution No. 6642 Sections 2.3(a) and 2.3(c), regarding acreage and general welfare of the community. Although the Project site is under 10 acres, it is part of a larger development (The District), which encompasses multiple lots totaling over 20 acres. Furthermore, the public health, safety and general welfare of the citizens of City will best be served by accepting an Application for consideration by the Planning Commission and City Council. The Development Agreement will facilitate the final step in a large development that has taken many years to complete and activate an otherwise vacant lot that has remained underutilized during that time. The Project will establish affordable housing close to public transportation and other infrastructure and amenities that will particularly benefit lower income households.

1. *The Development Agreement is consistent with the goals, policies, general land uses, and programs specified in the General Plan;*

   The proposed Development Agreement (DA) would further the General Plan goals and policies by allowing for the proposed Project with additional construction and improvements only allowable through the benefit of this DA. The Project would provide a mix of townhomes, accessory dwelling units, and live-work units in proximity to the Milpitas Transit Center, which is consistent with the General Plan's vision for the Metro Specific Plan area. Furthermore, as part of DA and as a public benefit, the Project would provide low- and very-low-income level units beyond what is required by the Affordable Housing Ordinance, which will help the City achieve its affordable housing goals in its Housing Element. Lastly, the DA also includes a voluntary $400,000 contribution to the City as a community benefit, which can be used to fund City services and public improvements identified in the General Plan.

2. *The Development Agreement is consistent with any Specific Plan, if applicable;*

   The proposed Project is located within the Milpitas Metro Specific Plan (Metro Plan, formerly TASP). The Metro Plan envisions the McCandless Subdistrict with high-density mixed-use development along larger streets and lower-density townhouse developments. The proposed DA would allow for the proposed Project, which includes a mix of housing types (townhomes, ADUs, and live-work units) that are aligned with the Metro Plan's vision for this subdistrict. The live-work units would also contribute to the pedestrian-oriented, vibrant atmosphere envisioned along Market Street. Lastly, the DA includes a public benefit of four low- and one very low-income units, which would provide lower-income affordable housing near public transit, which is another goal of the Metro Plan.

3. *The Development Agreement and accompanying development maps, plans, and other supporting information are compatible with the uses authorized in, and the performance and development standards prescribed for, the zone in which the subject parcel or site is located;*

The DA would allow for the Project site to be developed with multifamily residential development, which is permitted by-right in and consistent with the intent of the MXD2-Metro zoning district. The purpose of the MXD2-Metro zoning district is to create and enhance areas with a mix of retail, restaurant, entertainment, and commercial service uses on the ground floor and residential or office uses on upper stories, while maintaining a pedestrian-oriented streetscape. Although the Project does not comply with the density and active commercial requirement of the MXD2-Metro zone, the DA would preserve the previously applicable minimum density in the TASP (30 du/ac), which the Project complies with once density averaging is applied throughout The Fields/District development. A waiver through the Density Bonus Permit would also reduce the commercial requirement for the Project, which is being met through the live-work units. Therefore, the proposed DA and accompanying development are compatible with the uses allowed in the applicable zoning district.

4. *The Development Agreement is in conformity with and will promote public convenience, general welfare, and good land use and development practices;*

   The proposed DA promotes public convenience and general welfare by providing affordable housing (four low- and one very low-income units) within walking distance of the Milpitas BART station and VTA light rail. These deed-restricted affordable units will not only provide rental savings over 55 years to the Milpitas community but also provide housing options near public transit for disadvantaged persons who are often dependent on public transit. Furthermore, the DA would allow for the proposed Project, which includes ADUs and live-work units. ADUs provide yet another affordable option for prospective tenants and allows homeowners to collect rental income by renting out their ADUs to tenants. Meanwhile, live-work units provide much-needed housing for artists, artisans, and small business owners and entrepreneurs in a convenient location.

5. *The Development Agreement shall be shown to be of greater benefit to the community than development absent the Development Agreement;*

   The proposed Development Agreement would provide a one-time voluntary $400,000 contribution and the conversion of 4 low-income and 1 very low-income apartment units within the adjacent Gideon development as a community benefit to offset the loss of market-rate units, which would result from preserving the lower minimum residential density previously allowed for the subject property under the TASP (31 du/ac) rather than applying the minimum density in the Metro Specific Plan (40 du/ac). While allowing a lower density Project through a DA would result in fewer units on the subject property, the Project would provide affordable units at a lower income level than would otherwise be provided, which provides a significant public benefit to the Milpitas community through rental savings for future tenants.

6. *The term or duration of the Development Agreement has a commensurate relationship to the benefit(s) provided;*

   The proposed DA has an initial term of three (3) years. Commencement of construction within 3 years from the Effective Date would vest the DA. "Commencement" would include the property owner/ applicant having been issued a building, demolition, and/or grading permit. Two 2-year extensions may be granted by the City provided that the property owner/ applicant is not in default of its obligations under the DA. The term of the DA is commensurate to the benefit provided in that the term is sufficient to allow for construction of the Project and implementation of the proposed public benefit.

7. *The Development Agreement contains the mandatory provisions specified in California Government Code Section 65865.2 and any other terms required by Council;*

Government Code Section 65865.2 requires that a Development Agreement include the duration of the agreement, the permitted uses of the property, the density, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. The proposed DA meets this requirement by including all of the aforementioned provisions.

8. *The Development Agreement complies with all other applicable requirements of California Government Code Section 65864 et seq.*

   The Planning Commission is scheduled for public hearing on May 6, 2026 and the City Council is scheduled to consider the Development Agreement and Project for approval on May 19, 2026.

**SECTION 4: No Net Loss Findings (Gov. Code, §§ 65863 and 66300)**

The Project, as conditioned and approved, does not result in changing the general plan land use designation, specific plan land use designation, or zoning of a parcel or parcels of property to a less intensive use or reduce the intensity of land use within an existing general plan land use designation, specific plan land use designation, or zoning district below what was allowed under the land use designation or zoning ordinances of the City in effect as of January 1, 2018, and is therefore approved in conformity with California Government Code Section 66300.

In conformity with California Government Code Section 65863, any reduction caused by the approval of this Project in the number of units anticipated for construction in the Housing Element Sites Inventory contained in the Housing Element of the General Plan is found to be consistent with the General Plan, together with the Housing Element, including because the Project would continue to contribute meaningfully to the development of housing at levels greater than or equal to the applicable residential density for the property at the time of the General Plan's adoption and moreover would allow and incentivize the development of a greater number of affordable units closer to transportation and other community resources than was otherwise anticipated in the Housing Element Sites Inventory. The Project's residential density is consistent with the Housing Element, and the remaining sites identified in the Housing Element remain unchanged and are adequate to meet the requirements of Government Code Section 65583.2 and to accommodate the City's share of the regional housing need pursuant to Section 65584. This finding demonstrates that the Project is not subject to Government Code Section 65583.2 and will still ensure that the City can accommodate the remaining share of the regional housing need pursuant to Section 65584.

**SECTION 5. APPROVAL AND AUTHORIZATION**

The City Council hereby approves and authorizes the City Manager or his or her designee to execute the Development Agreement between the City of Milpitas and Fields CH Owner, LLC and Milpitas – District 2 Associates, LLC, attached hereto as **Exhibit 1**. Within ten (10) days of the effective date of this Ordinance, the City Clerk shall have the Development Agreement recorded with the Santa Clara County Recorder if it has not been so recorded by the applicant or otherwise prior to that date.

**SECTION 6. 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 7. EFFECTIVE DATE AND POSTING**

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance shall take effect thirty (30) days from and after the date of its passage. The City Clerk of the City of Milpitas

shall cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

# CITY OF MILPITAS
# AGENDA REPORT
# (AR)

| | |
|---|---|
| **Item Title:** | **Conduct a Public Hearing and Adopt a Resolution Confirming the Assessment and Ordering the Levy for the Landscaping and Lighting Maintenance Assessment District No. 95-1, McCarthy Ranch in Fiscal Year 2026-27 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)** |
| **Category:** | Public Hearings-Community Development |
| **Meeting Date:** | 5/19/2026 |
| **Recommendation:** | (1) Conduct a public hearing; and (2) adopt a resolution confirming the assessment and ordering the levy for Landscaping and Lighting Maintenance Assessment District No. 95-1, McCarthy Ranch in Fiscal Year 2026-27. |

**BACKGROUND:**

On May 2, 1995, the City Council completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (Act) to establish the Landscaping and Lighting Maintenance Assessment District 95-1 (LLMD 95-1 McCarthy Ranch). The LLMD provides for the maintenance and improvement of public landscaping, irrigation systems, pedestrian lighting, gateway columns and entry signs along North McCarthy Boulevard between State Route 237 and Dixon Landing Road and Ranch Drive in the areas as shown on the attached location map (Attachment A).

Staff retained NBS Government Finance Group (NBS) for the purpose of assisting with the annual levy assessment, and the preparation and filing of the report required pursuant to Section 22622 of the Act. The City Council adopted Resolution No. 9479 initiating proceedings for the annual levy and collection of assessments and ordering the preparation of the Annual Engineer's Report on February 17, 2026; and adopted Resolution No. 9498 approving the Annual Engineer's Report, and Resolution No. 9499 declaring its intention to levy and collect assessment and provide notice of a public hearing to be held on May 19, 2026 for LLMD 95-1 McCarthy Ranch in Fiscal Year (FY) 2026-27.

**ANALYSIS:**

The Act requires City Council to conduct a public hearing and adopt a Resolution confirming the assessment and ordering the levy (Attachment B) for the LLMD 95-1 McCarthy Ranch in Fiscal Year 2026-27. According to the FY2026-27 Annual Engineer's Report (Attachment C), the total assessment in FY2026-27 is $0.03897 per lot square foot which is under the maximum assessment rate of $0.05864 per lot square foot. The FY2026-27 rate is approximately 2.28% higher than the prior fiscal year (FY2025-26) rate of $0.0381 due to increased costs for materials and utilities, and accommodating cost of living increases for staff.

Staff recommend the City Council open the public hearing, receive any comments or written protests, and move to close the hearing following any testimony, and adopt a Resolution confirming the assessment and ordering the levy for the LLMD 95-1 McCarthy Ranch in FY2026-27.

**PROJECT SCHEDULE/KEY MILESTONES**

Upon City Council adoption of the Resolution, NBS will prepare and submit the levy of assessment to the County of Santa Clara for FY2026-27 to secure tax roll.

**POLICY ALTERNATIVE(S):**
Alternative 1: Do not adopt a resolution confirming the assessment and ordering the levy for LLMD 95-1 McCarthy Ranch in FY2026-27.

Pros: None.

Cons: If the City Council does not adopt the Resolution according to the Act, the City will be unable to collect assessments for LLMD 95-1 McCarthy Ranch.

Reason not recommended: Staff recommends approving the Resolution confirming the assessment and ordering the levy for FY2026-27 to allow for the continued maintenance and service of LLMD 95-1 McCarthy Ranch.

**FISCAL IMPACT:**
The levy and collection of assessments provides the City with the needed resources for the maintenance and the servicing of improvements of the LLMD 95-1 McCarthy Ranch. The FY 2026-27 maintenance cost budget is estimated to be $468,800. This funding is estimated and included in the FY 2026-27 Proposed Operating Budget, which will be brought forward to City Council for review and approval in June 2026.The City maintains an operating reserve, not to exceed the estimated maintenance costs, prior to December 10 of the fiscal year or when it expects to receive its apportionments of special assessments from the County of Santa Clara, whichever comes first.

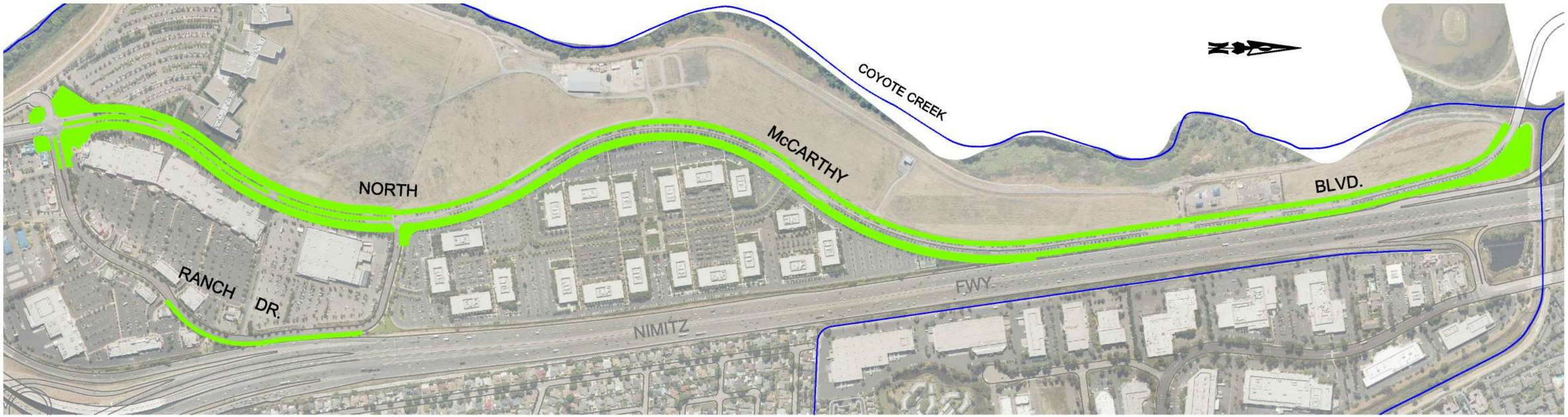
**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**
A levy and collection of assessments has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. The action is a fiscal activity of the City government or an action to create a City government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378. To the extent the funds generated by this levy and collection would be used to fund any currently contemplated projects, such projects entail the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301.

**ATTACHMENT(S):**
(a) Location Map
(b) Resolution Confirming the Assessment and Ordering the Levy
(c) FY2026-27 Annual Engineer’s Report for LLMD 95-1 McCarthy Ranch

# CITY OF MILPITAS

## LANDSCAPING MAINTENANCE DISTRICT (LMD) 95-1

(N.T.S.)




2026-2027 FISCAL YEAR LANDSCAPE AREA FUNDED FOR MAINTENANCE

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS CONFIRMING THE ASSESSMENT AND ORDERING THE LEVY FOR THE LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 95-1 - MCCATHY RANCH FOR FISCAL YEAR 2026-27**

**WHEREAS**, on May 2, 1995, the City Council (the "City Council") of the City of Milpitas (the "City") completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish Landscaping and Lighting Maintenance Assessment District No. 95-1 - McCarthy Ranch (the "Assessment District"), for the purpose of paying for the installation, construction, maintenance and/or servicing of certain improvements authorized under the Act, and incidental expenses in connection therewith (collectively, the "Improvements"); and

**WHEREAS**, the City retained NBS Government Finance Group for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of an Annual Engineer Report in accordance with Section 22565, *et seq.,* of the Act; and

**WHEREAS**, on February 17, 2026, the City Council adopted a resolution initiating processing of the annual levy of the Assessment District, and the preparation and filing of an Annual Engineering Report; and

**WHEREAS**, on April 21, 2026, the City Council adopted resolution approving the Annual Engineer Report and declaring its intention to hold a Public Hearing concerning the levy and collection of assessments within the Assessment District; and

**WHEREAS**, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

**WHEREAS**, at the time and place specified in the Resolution of Intention the City Council conducted such hearing and considered all objections to the assessment.

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

1. Confirmation of Assessment and Diagram: The City Council hereby confirms the assessment and the diagram as is described in full detail in the Annual Engineer Report on file with the City Clerk. All protests not sustained by majority vote of the City Council at the hearing are overruled.

2. Levy of Assessment: Pursuant to Section 22631 of the Act, the adoption of this Resolution shall constitute the levy of an assessment for the fiscal year commencing July 1, 2026 and ending June 30, 2027.

3. Ordering of the Levy: The City Council hereby orders NBS to prepare and submit the levy of assessments to Santa Clara County for placement on the Fiscal Year 2026-27 secured property tax roll.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmon Montano, Mayor

APPROVED AS TO FORM:

_____
Christian M. Curtis, City Attorney

# CITY OF MILPITAS

*Fiscal Year 2026/27 Engineer's Report For:*

## Landscaping and Lighting Maintenance Assessment District No. 95-1

**May 2026**

NBS
helping communities fund tomorrow since 1996
nbsgov.com

**CITY OF MILPITAS**
**LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 95-1**
**455 East Calaveras Boulevard**
**Milpitas, California 95035**
**Phone (408) 586-3000**

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**CITY COUNCIL**

Carmen Montano, Mayor

Gary Barbadillo, Vice Mayor

Evelyn Chua, Council Member

Hon Lien, Council Member

William Lam, Council Member

**CITY STAFF**

Michael Silveira, PE, City Engineer

Luz Cofresi-Howe, Finance Director/Risk Manager

Christian Di Renzo, Public Works Director

**NBS**

Kristin Harvey, Client Success Ambassador

Adina McCargo, Project Manager

Jason Roth, Administrator

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# 1. ENGINEER'S LETTER

**WHEREAS**, in 1995, the City Council of the City of Milpitas (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), created the City of Milpitas Landscaping and Lighting Maintenance Assessment District No. 95-1 (the "District") in order to provide for the continued maintenance, operation, and administration of various improvements within the boundaries of the District; and

**WHEREAS**, the City Council has directed NBS to prepare and file a report for Fiscal Year 2026/27 in accordance with Chapter 1, Article 4 of the Act presenting plans and specifications describing the general nature, location, and extent of the improvements to be maintained; an estimate of the costs to maintain, operate, and service the improvements for the District for the referenced fiscal year; a diagram for the District showing the area and properties to be assessed; and an assessment of the estimated costs to maintain and service the improvements, stating the net amount to be assessed upon all assessable lots or parcels within the District in proportion to the special benefit received.

**NOW THEREFORE**, the following assessments have been calculated in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation, and are made to cover the portion of the estimated costs of maintenance, operation, and servicing of the improvements, to be paid by the assessable real property within the District in proportion to the special benefit received:

| District | Parcels | 2026/27 Maximum Assessment Rate per Lot Sq. Ft.[1] | 2026/27 Actual Assessment Rate per Lot Sq. Ft. | 2026/27 Net Amount to be Assessed[2][3] |
|---|---|---|---|---|
| LLMAD 95-1 | 45 | $0.0586 | $0.03897 | $459,672 |

(1) *The April 1, 2026 Consumer Price Index (CPI) provided by the U.S. Bureau of Labor Statistics was not available at the time of writing of this report. The Fiscal Year 2026/27 CPI increase was estimated using the February 1, 2026 CPI.*

(2) *Amounts placed on the tax roll include the 1% Santa Clara County Collection Fee.*

(3) *This amount is only an estimate and does not reflect the final billed amount with rounding adjustments. Refer to Section 7 for the rounded figure.*

I identified all parcels which will have a special benefit conferred upon them from the improvements described in District's Plans and Specifications section of this Engineer's Report (the "Benefited Parcels") have been identified. For particulars as to the identification of said parcels, reference is made to the Assessment Diagram, a copy of which is on file in the office of the City Clerk.

I have assessed the costs and expenses of the improvements upon the Benefited Parcels. In making such assessment:

a. The proportionate special benefit derived by each Benefited Parcel from the improvements was determined in relationship to the entirety of the maintenance costs of the improvements;

b. No assessment has been imposed on any Benefited Parcel which exceeds the reasonable cost of the proportional special benefit conferred on such parcel from the improvements; and

c. Any general benefits from the improvements have been separated from the special benefits and only special benefits have been assessed.

I, the undersigned, respectfully submit the enclosed Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagrams herein have been prepared and computed in accordance with the order of the City Council of the City of Milpitas, the Act, and Article XIIID.

Michael Silveira, City Engineer

REGISTERED PROFESSIONAL ENGINEER
MICHAEL SILVEIRA
C 83869
Ex 9/30/27
CIVIL
STATE OF CALIFORNIA

# 2. PLANS AND SPECIFICATIONS

The District provides for the continued administration, maintenance, operation, and servicing of various improvements located within the public right-of-way and dedicated easements within the boundaries of the District.

## 2.1 Location of Improvements

The District is located on the west side of the City of Milpitas, bounded on the east by State Route 880, on the west by Coyote Creek, on the south by State Route 237, and on the north by Dixon Landing Road. The improvements maintained include public landscaping and irrigation improvements, including jogging paths, pedestrian lighting, gateway improvements, and entry signage, which are primarily situated within the public right-of-way and dedicated public easements within the District.

## 2.2 Landscaping Improvements

Landscaping, pedestrian lighting, gateway, and signage improvements were installed along the roadways and sidewalks within the District to enhance the overall visual appearance for adjacent parcels.

The improvements within the District consist of the maintenance and installation of any or all public landscaping and irrigation improvements adjacent to curbs of the following described streets, including jogging paths, planter walls, grass berms, pedestrian lighting and appurtenant irrigation systems, ornamental planting including lawns, shrubs, and trees; installation and maintenance of gateway columns and entry signs. Such maintenance includes all necessary repairs, replacements, water, electric current, spraying, care, supervision, debris removal and all other items of work necessary and incidental for property maintenance and operation thereof. The landscaping, irrigation, pedestrian lighting, gateway, and signage improvements are collectively referred to as “landscaping improvements.” All such work will be performed in the following areas:

### 2.2.1 N. MCCARTHY BOULEVARD

1. A strip of land including an earth berm approximately 50 feet in width from face of each curb line, from the southerly connection with Ranch Drive northerly 2,400 feet, more or less, to the northerly connection with Ranch Drive. A strip of land including a grass berm approximately 35 feet in width, west of the face of westerly curb, along the West Side of N. McCarthy Boulevard, from the southerly connection with Ranch Drive, northerly 2,400 feet, more or less. The initial phase includes a strip of land 6 feet wide on the west side of McCarthy Boulevard.
2. Commencing at a location approximately 2,400 feet north of State Route 237 thence proceeding north to the northern boundary of Lands of N. McCarthy, 7,800 feet more or less, a strip of land approximately 27 to 34 feet in width on each side along the east and west sides of McCarthy Boulevard between the northerly connection with Ranch Drive and Dixon Landing Road.
3. A median island from the southerly intersection with Ranch Drive northerly to the intersection with Dixon Landing Road.

4. Gateway Improvements, at the southerly intersection of N. McCarthy Boulevard and Ranch Drive and southerly of Bridge No. 1 along N. McCarthy Boulevard, including curved stone planter walls, gateway columns with entry sign appurtenant mounding ornamental plantings including flat work, trees and ground cover, irrigation systems; all as shown on landscape plans.
5. Lighting costs in the District are limited to the supplemental pedestrian lights installed on the east side of McCarthy Boulevard between the two intersections at Ranch Drive and McCarthy Boulevard. The conventional lighting along McCarthy Boulevard is not included. There also exists decorative up-lighting for the Gateway Towers in other areas near the southern Ranch Drive intersection of McCarthy.

### 2.2.2 MILPITAS ENTRY SIGN

1. City of Milpitas Entry Identification Sign along N. McCarthy Blvd., including walls, columns, lighting, and other appurtenances.

### 2.2.3 RANCH DRIVE

1. Commencing at a Northerly location where the right-of-way of Ranch Drive is contiguous with the right-of-way of Interstate 880, thence southerly, a strip of land approximately 10 feet in width measured from the east face of curb of Ranch Drive, from the northerly connection with Interstate 880 and Ranch Drive, southerly 630 feet, more or less, thence 405 feet south to the southerly end of Gateway location, varying in width from 10 feet to 132 feet, more or less.
2. Gateway Improvements, at the southerly connection of Ranch Drive and Interstate 880, including curved stone planter walls, gateway columns with entry sign appurtenant mounding ornamental plantings including flat work, trees and ground cover, irrigation systems; all as shown on landscape plans (Part A), except the Shopping Center's Monument Sign. As mentioned above, there also exists decorative up-lighting for the Gateway Towers in other areas near the southern Ranch Drive intersection of McCarthy.

## 2.3 Capital Improvements

In Fiscal Year 2021/22, the City initiated the design and construction of landscape and irrigation renovation on N. McCarthy Blvd. between State Route 237 and Dixon Landing Road and a portion of Ranch Drive. The landscape and irrigation renovation design has been completed and planting renovations will continue in 2026/27.

## 2.4 Overhead

In addition to the costs of maintaining the improvements mentioned above, the City will incur costs for staff time and expenses related to the management and maintenance of the improvements within the District. Staff time includes oversight and coordination of both City and contractor provided services, annual tax roll preparation, and addressing property owner questions and concerns. These activities are directly related to the maintenance of the improvements, and without them the improvements could not be efficiently completed or properly maintained on an ongoing basis.

# 3. ESTIMATE OF COSTS

The estimated costs of maintenance and servicing of the improvements as described in the Plans and Specifications are summarized below.

## 3.1 District Budget

The Fiscal Year 2026/27 estimated cost budget for the maintenance and servicing of the improvements is as follows:

| Description | Fiscal Year 2026/27 Budget |
|---|---|
| Maintenance Staff and Contract Services[1] | $388,800 |
| Capital Equipment | 0 |
| Supplies | 15,000 |
| Utilities (Water, Electricity) | 65,000 |
| Reserve Fund | 0 |
| Capital Improvement Program | 0 |
| **Maintenance Costs** | **$468,800** |
| | |
| NBS | $5,380 |
| City Staff District Administration | 4,520 |
| County Auditor-Controller Fee[2] | 4,600 |
| **District Specific Costs** | **$14,500** |
| | |
| Total District Costs | **$483,300** |
| General Benefit Contribution[3] | (23,628) |
| Operating Reserve Contribution | 0 |
| **Net Amount to be Assessed** | **$459,672** |
| | |
| **Total District Square Footage**[4] | 11,794,540 |
| **Rate per Square Foot**[5][6] | **$0.03897** |
| **Maximum Rate Per Square Foot – 2026/27**[7] | **$0.05864** |

(1) *Fiscal Year 2026/27 Landscape Maintenance Contract Services includes Terracare and Irvine Company.*

(2) *County Auditor-Controller Fee is currently 1% of the total levy submittal amount.*

(3) *General Benefit Contribution is not applied to District Specific Costs, as these are special benefits to the District.*

(4) *Total District Square Footage includes a 50% reduction for Parcel 5-7 (Sewer Main Pump Station) and Parcel 5-3C (Storm Pump Station).*

(5) *The Rate per Square Foot equals the Net Amount to be Assessed / Total District Square Footage.*

(6) *The assessed rate cannot exceed the maximum rate.*

(7) *The April 1, 2026 CPI was not available at the time of writing of this report. The Fiscal Year 2026/27 CPI increase was estimated by using the February 1, 2026 CPI.*

### 3.1.1 OPERATING RESERVE

It is the intent of the City to maintain an operating reserve which shall not exceed the estimated costs of maintenance and servicing of the improvements prior to December 10 of the fiscal year, or when the City expects to receive its apportionment of special assessments from the County, whichever is later. The operating reserve balance information for the District is as follows:

| | |
|---|---|
| Estimated Fiscal Year Ending 6/30/2026 Operating Reserve Cash Balance | $333,345 |
| Operating Reserve Collection for Fiscal Year 2026/27 | 0 |
| **Estimated Fiscal Year Ending 6/30/2027 Operating Reserve Cash Balance** | **$333,345** |

### 3.1.2 CAPITAL IMPROVEMENT BUDGET

The City completed the replacement of the irrigation controllers and repairs of the irrigation system on N. McCarthy Blvd. (between State Route 237 and Dixon Landing Road) and a portion of Ranch Drive. The City also installed planting in the median on Ranch Drive at the intersection of N. McCarthy Blvd. Planting renovations will continue in 2026/2027. As of March 20, 2026, the balance available for the Capital Improvement Project is $328,033.88. The City will utilize these funds, along with an annual collection of $75,000 via the District from Fiscal Year 2024/25 to Fiscal Year 2028/29, to finance the work.

# 4. SPECIAL AND GENERAL BENEFIT

The improvements defined in Section 2 are expected to confer certain special benefits to parcels within the District. The special benefits are described in this section. Figures in this section are derived from a Special v. General Benefit Analysis performed in Fiscal Year 2020/21.

## 4.1 Identification of Benefit

Section 4 of Article XIIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must next "separate the general benefits from the special benefits conferred," and only the special benefits can be included in the amount of the assessments imposed.

## 4.2 Special Benefits Identified

The improvements described in Section 2 are expected to confer certain special benefits to parcels within the District. The special benefits conferred to property within the District can be grouped into three primary benefit categories: aesthetic benefit, safety benefit, and economic benefit. The three District benefit categories are further expanded upon below.

- **Improved Aesthetics:** The aesthetic benefit relates to the increase in the overall aesthetics as a result of the ongoing maintenance, servicing, and operation of the improvements within the District. The landscaping improvements enhance the overall image and desirability of the properties within the District. Street landscaping improvements improve the livability, commercial activity, appearance, and desirability for properties within the District. Regular maintenance ensures that the improvements do not reach a state of deterioration or disrepair, so as to be materially detrimental to properties adjacent to or in close proximity to the improvements. The overall appeal of the District is enhanced when improvements are in place and kept in a healthy and satisfactory condition. Conversely, appeal decreases when improvements are not well-maintained, unsafe, or destroyed by the elements or vandalism. Streetscapes have a significant effect on how people view and interact with their community.[1] With streetscapes that are safe and inviting, people are more likely to walk, which can help reduce automobile traffic, improve public health, stimulate local economic activity, and attract residents and visitors to the community.[2]
- **Increased Safety:** Well-maintained areas mitigate crime, especially vandalism, and enhance pedestrian safety. A recent study found that after landscape improvements were installed, there was a 46% decrease in crash rates across urban arterial and highway sites and a second study reviewed found a 5% to 20% reduction in mid-block crashes after trees and planters in urban arterial roads were put in place. In addition, there is less graffiti, vandalism, and littering in outdoor spaces with natural landscapes than in comparable plant-less spaces. [3] The Victoria Transport

[1] *Victoria Transport Policy Institute. (2011). Community Livability. Helping to Create Attractive, Safe, Cohesive Communities. Retrieved from http://www.vtpi.org/tdm/tdm97.htm.*
[2] *Ibid.*
[3] *Wolf, Kathleen L. (2010). Safe Streets – A Literature Review. In: Green Cities: Good Health (www.greenhealth.washington.edu)*. College of the Environment, University of Washington.

Policy Institute has found that streetscapes reduce traffic speeds and when combined with improved pedestrian crossing conditions can significantly reduce collisions. [4]

- **Economic Activity:** Well-maintained street landscape improvements not only make adjacent properties appear more stable and prosperous but can spur investment in the property. The National Complete Streets Coalition notes that street design that is inclusive of all modes of transportation, where appropriate, not only improves conditions for existing businesses, but also is a proven method for revitalizing an area and attracting new development. [5] Landscaped sidewalks create an inviting place for customers to shop and do business. [6] Well-maintained and safe District areas will encourage an increase in the overall pedestrian activity. The area will become more pedestrian friendly, thus improving the retail environment by encouraging individuals to shop, dine, and stay within the District boundaries. The District will provide a cleaner more inviting environment to businesses and consumers which will attract, retain and expand the retail and business climate throughout. The effort will reduce vacancy rates and increase lease rates and utilization of property within the District.

## 4.3 General Benefits Identified

Section 4 of Article XIIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must next "separate the general benefits from the special benefits conferred," and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the maintenance of the District's improvements provided by the assessments levied. The improvements to be maintained by the District are located within the District boundaries only. There will be no District maintenance activities provided for improvements located outside of the District boundaries.

The ongoing maintenance of the District improvements will provide aesthetic, safety and economic activity benefits to the property within the District. However, it is recognized that the ongoing maintenance activities will also provide a level of benefit to some property within proximity to the District, as well as individuals passing through. Therefore, the general benefit created as a result of the District maintenance activities has been considered.

## 4.4 Quantification of Benefit

As a result of the maintenance and operation of the improvements, there will be a level of general benefit to people that do not work or intend to conduct business within the District. In order for property within the District to be assessed only for that portion of special benefits received from the District's maintenance

[4] *Victoria Transport Policy Institute. (2011). Community Livability. Helping to Create Attractive, Safe, Cohesive Communities. Retrieved from http://www.vtpi.org/tdm/tdm97.htm.*

[5] *Pugliese, Philip. (2008). Complete Streets provide all the elements of multi-modal transportation. Retrieved from http://www.americantrails.org/resources/trans/completestreets08.html*

[6] *U.S Department of Transportation. Federal Highway Administration. (2001). Designing Sidewalks and Trails for Access, Part II of II: Best Practices Design Guide. Retrieved from http://www.fhwa. dot. gov/ environment/bicycle_pedestrian/publications/sidewalk2/*

activities, general benefits provided by the ongoing maintenance of the improvements need to be quantified. The amount of general benefit that is provided from the District's maintenance activities cannot be funded via property owners' assessments.

Based upon the City's General Plan, the streets within the City are classified into one of the following categories: freeway, expressway, arterial, collector or local streets. The landscaping improvements are primarily located along N McCarthy Boulevard and Ranch Drive and situated within the public rights-of-way. The portion of the maintained landscaping that is located along N McCarthy Boulevard (classified as an arterial street) provides some general benefit to pass-through traffic.

Arterial streets are intended to provide a higher degree of mobility and generally serve longer vehicle trips. The landscape improvements within the District boundaries not only serve the parcels in the immediate vicinity, but persons who live outside of the District and are passing by. The City's most recent traffic study[7] completed in 2016 does not identify the percentage of traffic, which is pass-through traffic, but it does provide an estimated number of daily trips for N McCarthy Boulevard at the entrance of the District. However, the daily trip count estimate is lower than the trip count utilized in the 2015 findings report. This would not be expected with the increase in development to this area. Therefore, In the absence of a more recent reading of traffic along N. McCarthy Boulevard, the 2015 average number of daily trips of 35,050 per the General Plan has been utilized for the base trip count.

In order to account for the estimated increase in daily average trips as a result of the increased development, the City commissioned a traffic study for each new development. Per the traffic studies, it is estimated there will be an increase of 9,156 average daily trips. Adding this increase to the 35,050 previously identified above, the estimated number of average vehicles per day is 44,206 as shown below.

| Street Name | Average Number of Vehicles per Day |
|---|---|
| N McCarthy Boulevard – between SR 237 and Ranch Drive | 44,206 |

Before the determination and allocation of the percentage of special and general benefit for the District can be made, the estimated pass-through traffic must be computed. The pass-through trips are vehicles driving along the maintained streets for a portion of their trips, but not working, shopping or conducting business in the District or benefiting from the landscaping improvements in place.

Research consistently shows that developments with multiple land uses that make walking safe and convenient and are near other development, allow residents and workers to drive significantly less if they choose. While this District is not a mixed-use development, there are multiple land uses adjacent to one another. Therefore, treating this development area as though the uses were separated and accessible only by car would result in inflated trip counts in comparison to conventional, single-use developments.

In lieu of having a comprehensive traffic study that identifies the pass-through traffic, the estimated number of special benefit trips for each parcel has been determined using the average daily trips according

[7] *City of Milpitas. (2016 Traffic Study). Retrieved from City's Assistant Traffic Engineer*

to the ITE Trip Generation Report, 9th Edition[8] and the 2010 NCHRP Report 684 Enhancing Trip Capture Estimation for Mixed-use Developments[9].

Utilizing the ITE Trip Generation Report, each parcel within the District was assigned an average daily number of special benefit trips using the parcel's land use, building size or number of units. Further, to ensure the number of trips generated by the parcels has not been overstated, the percentage of total trips that are made internally within the development has been considered. Using the 2010 NCHRP Report 684 Enhancing Trip Capture Estimation for Mixed-Use Developments, the total special benefit trips have been reduced by approximately 31% (19,258 trips) to account for internal trips between the various businesses within the District. The total number of special benefit trips is therefore 42,864 as shown below.

| Property Type | Combined Trip Generations |
|---|---|
| Retail (ITE Land Uses 815, 820, 869) | 24,978.76 |
| Office (ITE Land Uses 710, 714, 750) | 15,832.41 |
| Industrial/Warehousing (ITE Land Uses 140, 150, 151) | 8,660.43 |
| Fast-Food Restaurant w/ drive thru (ITE Land Use 934) | 3,925.30 |
| Gas Station (ITE Land Use 945) | 3,758.16 |
| Restaurant (ITE Land Uses 931, 932) | 3,710.03 |
| Hotel (ITE Land Use 310) | 1,256.82 |
| **Total Trips** | **62,121.92** |
| Internal Trip Reduction[1] | (19,257.79) |
| **Total Adjusted Special Benefit Trips** | **42,864.12** |

*(1) The internal trip rate percentage was calculated by using the NCHRP 684 Internal Rate Capture Estimation Tool.[10]*

The total of all special benefit trips was removed from the average number of vehicles per day traveling within the District to estimate the number of pass-through trips daily.

| Street Name | Average Number of Vehicles per Day | Less: Estimated Special Benefit Trips | Estimated Number of Pass Through Trips | Estimated % General Benefit |
|---|---|---|---|---|
| McCarthy Blvd. | 44,206 | 42,864 | 1,342 | 3.04% |

Based on the above calculations, the general benefit portion of the improved aesthetics, increased safety, and economic activity benefits resulting from the landscaping improvements is estimated to be 3.04%.

| | |
|---|---|
| Pass-thru Vehicle General Benefit | 3.04% |

[8] *Trip Generation, 9th Edition: An Informational Report of the Institute of Transportation Engineers. (2012) Washington, DC: Institute of Transportation Engineers.*

[9] *Bochner, Brian S., Hooper, Kevin, Sperry, Benjamin and Dunphy, Robert. National Cooperative Highway Research Program, Transportation Research Board of National Academies (2011). NCHRP Report 684 Enhancing Trip Capture Estimation for Mixed-Use Developments. Retrieved from onlinepubs.trb.org/onlinepubs/nchrp/nchrp_*rpt_*684*.pdf

[10] *Ibid.*

The commonly accepted distance people will walk for public transportation, goods and services is one-quarter mile.[11] However, based on the location of the District, and given that it is bounded by State Route 880 and 237, and Coyote Creek, there is not an efficient or practical means of walking into the District. Although unlikely, a person may decide to use the paths within the District, and as such the general benefit portion of the improved aesthetics, increased safety, and economic activity benefits resulting from the landscaping improvements is estimated to be 1.00%.

| | |
|---|---|
| Pass-thru Walking General Benefit | 1.00% |

An estimated 1% of all US trips are made by bicycle[12]. Although the District is bounded by State Route 880 and 237, and Coyote Creek, there is a bike lane on N McCarthy Boulevard and a bike path along Coyote Creek[13]. According to the National Household Travel Surveys, 49% of bike trips are for recreation, exercise, and sports[14]. As result of the District maintenance activities, there will be a level of general benefit to bicycle traffic that is not associated with property in the District. As such the general benefit portion of the improved aesthetics, increased safety, and economic activity benefits resulting from the landscaping improvements is estimated to be .50%, rounded up to 1.00%.

| | |
|---|---|
| Pass-thru Biking General Benefit | 1.00% |

**Collective District-Wide General Benefit**

Since the District is comprised of improved aesthetics, safety, and economic activity benefits resulting from the collective landscaping improvements, the activity of both pedestrians and vehicles must be addressed in a collective form rather than independently. The sum of the calculated general benefits is the total general benefit related to vehicle, walking, and biking pass-thru traffic. This general benefit result is provided in the table below:

| | |
|---|---|
| Pass-thru Vehicle General Benefit | 3.04% |
| Pass-thru Walking General Benefit | 1.00% |
| Pass-thru Biking General Benefit | 1.00% |
| **Total General Benefit** | **5.04%** |

The general benefit, which is the percentage of the total budget that must be funded through sources other than assessments, is 5.04%. The special benefit then, which is the percentage of the budget that may be funded by assessments, is 95.00%. **This general benefit percentage is in line with the level of general benefit determined by the assessment engineer at formation of the District (less than 10%).**

[11] *Walkscore. (2014). Walk Score Methodology. Retrieved from http://www.walkscore.com/methodology.shtml*
[12] *U.S Department of Transportation. Federal Highway Administration. (2011). Summary of Travel Trends: 2009 National Household Travel Survey. (Report No. FHWA-PL-11-022). Retrieved from http://nhts.ornl.gov*
[13] *City of Milpitas. (2002). General Plan. Retrieved from http://www.ci.milpitas.ca.gov*
[14] *Pucher, J., Buehler R., Meron, F., and Bauman, A. American Journals of Public Health, Supplement 1, Vol 101, No S1 (2011). Walking and Cycling in the United States, 2001-2009: Evidence from the National Household Travel Surveys. Retrieved from http://www.ncbi.nlm.nih.gov/pubmed/21551387*

## 4.5 Special Benefit Trips

The detailed breakdown of the estimated special benefit trips for each parcel in the District is shown in the following table.

| Assmt ID | Assessor's Parcel Number | Land Use Description | Acreage | Gross Leasable Area | Average Trip Rate[1] | Estimated # of Daily Special Benefit Trips[2] |
|---|---|---|---|---|---|---|
| 1-1A-1 | 022-54-016 | 710 - General office | 1.05 | 8,500 | 11.03 | 93.76 |
| 1-1A-2 | 022-54-017[(3)] | 310 – Hotel | 3.29 | 83,310 | 8.17 | 680.64 |
| 1-1A-3 | 022-54-018[(3)] | 310 – Hotel | 2.31 | 70,524 | 8.17 | 576.18 |
| 1-1A-4 | 022-54-019 | 934 - Fast Food | 0.19 | 0.00 | 496.12 | 0.00 |
| 1-1B | 022-54-008 | 934 - Fast Food | 0.78 | 2,912 | 496.12 | 1,444.70 |
| 1-2 | 022-54-002 | 820 - Shopping Center | 0.58 | 5,600 | 42.70 | 239.12 |
| 1-3 | 022-54-003 | 932 - High Vol. Restaurant | 1.02 | 5,465 | 127.15 | 694.87 |
| 1-4A | 022-54-009 | 869 - Home Superstore | 8.47 | 86,250 | 20.00 | 1,725.00 |
| 1-4B | 022-54-012 | 820 - Shopping Center | 3.02 | 15,000 | 42.70 | 640.50 |
| 1-4C | 022-54-013 | 820 - Shopping Center | 0.23 | 10,000 | 42.70 | 427.00 |
| 1-4D | 022-54-015 | 931 - Quality Restaurant | 1.78 | 8,285 | 89.95 | 745.24 |
| 1-4E | 022-54-014 | 932 - High Vol. Restaurant | 0.64 | 3,710 | 127.15 | 471.73 |
| 1-4F | 022-54-011 | 820 - Shopping Center | 1.31 | 9,100 | 42.70 | 388.57 |
| 1-4G | 022-54-010 | 931 - Quality Restaurant | 1.03 | 7,476 | 89.95 | 672.47 |
| 2-1 | 022-53-001 | 931 - Quality Restaurant | 0.75 | 6,500 | 89.95 | 584.68 |
| 2-2 | 022-53-002 | 820 - Shopping Center | 1.23 | 15,020 | 42.70 | 641.35 |
| 2-3 | 022-53-003 | 820 - Shopping Center | 0.76 | 12,000 | 42.70 | 512.40 |
| 2-4 | 022-53-004 | 934 - Fast Food | 0.6 | 2,000 | 496.12 | 992.24 |
| 2-5 | 022-53-005 | 934 - Fast Food | 0.74 | 3,000 | 496.12 | 1,488.36 |
| 2-6 | 022-53-006 | 820 – Shopping Center | 1.19 | 51,250 | 45.04 | 2,308.30 |
| 2-7 | 022-53-007 | 820 - Shopping Center | 21.92 | 187,134 | 42.70 | 7,990.62 |
| 3 | 022-29-016 | 815 - Discount Superstore | 14.56 | 125,000 | 50.75 | 6,343.75 |
| 4-1A-1 | 022-56-005 | 714 - Corp Headquarters | 2.04 | 115,753 | 7.98 | 923.71 |
| 4-1A-2 | 022-56-006 | 714 - Corp Headquarters | 2.06 | 174,483 | 7.98 | 1,392.37 |
| 4-1A-3 | 022-56-007 | 714 - Corp Headquarters | 2.07 | 174,483 | 7.98 | 1,392.37 |
| 4-1A-4 | 022-56-008 | Undeveloped | 34.52 | - | - | - |
| 4-1A-5 | 022-56-009 | Parking Lot | 24.32 | - | - | - |
| 4-1B | 022-29-037 | Undeveloped | 6 | - | - | - |
| 5-1A-1 | 022-29-034 | 750 - Office Park | 36.49 | 572,660 | 11.42 | 6,539.78 |
| 5-2A-1 | 022-29-035 | 750 - Office Park | 31.31 | 480,772 | 11.42 | 5,490.42 |
| 5-3A-1 | 022-29-040 | 150 – Warehousing/710 General Office | 15.55 | 313,978 | 8.87 | 2,784.67 |
| 5-3A-2 | 022-29-041 | 931 – Quality Restaurant | 0.14 | 6,015 | 89.95 | 541.05 |
| 5-3A-3 | 022-29-042 | 150 – Warehousing/710 General Office | 6.94 | 136,632 | 8.87 | 1,211.79 |
| 5-3A-4 | 022-29-043 | 150 – Warehousing/710 General Office | 7.36 | 122,208 | 8.87 | 1,083.86 |
| 5-3A-5 | 022-29-044 | 140 - Manufacturing and 710 General Office | 7.73 | 131,331 | 8.87 | 1,164.77 |
| 5-3B-1A | 022-30-054 | 140 - Manufacturing and 710 General Office | 5.63 | 99,576 | 8.87 | 883.14 |
| 5-3B-2 | 022-30-038 | Undeveloped | 10 | - | - | - |
| 5-3B-3 | 022-30-039 | Undeveloped | 5 | - | - | - |
| 5-3C | 022-30-035[4] | Pump Station | 0.19 | - | - | 1.00 |

| Assmt ID | Assessor's Parcel Number | Land Use Description | Acreage | Gross Leasable Area | Average Trip Rate[1] | Estimated # of Daily Special Benefit Trips[2] |
|---|---|---|---|---|---|---|
| 5-5A-1 | 022-30-055 | 815 - Discount Superstore | 5.6 | 74,131 | 50.75 | 3,762.15 |
| 5-5A-2 | 022-30-056 | 915 – Gasoline/Service Station | 0.59 | 3,182 | 1,181.07 | 3,758.16 |
| 5-5A-3 | 022-30-057 | 151 – Mini-Warehouse | 3.15 | 114,707 | 13.34 | 1,530.19 |
| 5-6 | 022-30-041 | Open Space | 0 | - | - | - |
| 5-7 | 022-30-049[4] | Sewer Pump Station | 9.12 | 8,500 | 11.03 | 1.00 |
| **Total Estimated Daily Special Benefit Trips** | | | | | | 62,121.92 |
| Internal Trip Reduction[5] | | | | | | (19,257.79) |
| **Total Special Benefit Trips** | | | | | | **42,864.12** |

*(1) Average Trip Rate per Day is from the Institute of Traffic Engineer's, Trip Generation Report.* [15]

*(2) Average Number of Special Benefit Trips per Day is the Average Trip Rate times each 1,000 square feet of gross leasable area.*

*(3) Average Number of Special Benefit Trips per Day is the Average Trip Rate times number of hotel rooms for this parcel.*

*(4) Pump Station trips are an estimate.*

(5) *The internal trip rate percentage was calculated by using the NCHRP 684 Internal Rate Capture Estimation Tool.* [16]

[15] *Trip Generation, 9th Edition: An Informational Report of the Institute of Transportation Engineers. (2012) Washington, DC: Institute of Transportation Engineers.*

[16] *Bochner, Brian S., Hooper, Kevin, Sperry, Benjamin and Dunphy, Robert. National Cooperative Highway Research Program, Transportation Research Board of National Academies (2011). NCHRP Report 684 Enhancing Trip Capture Estimation for Mixed-Use Developments. Retrieved from onlinepubs.trb.org/onlinepubs/nchrp/nchrp_rpt_684.pdf*

# 5. METHOD OF ASSESSMENT

## 5.1 Introduction

The special benefits that accrue to the properties in the District are limited to those properties that abut an improved public street or which have been obligated by issuance of bonds for necessary public improvements (the "Benefited Parcels"). Other properties in the District receive only a general benefit from the work of the improvements, and there is also some general benefit that accrues to the community as a whole. As outlined in Section 4, the total amount of general benefit from the improvements is determined to be 5.04%.

The Benefited Parcels receive a special benefit proportionate to their net acreage and thus they are assessed on the basis of total net acreage for all costs associated with the maintenance and installation of the District's improvements, with the following exceptions:

- Of the 9.12 acres of parcel 022-30-049 (sewer pump station), 5.51 acres is the pump station and is not assessable. The remaining 3.61 acres does not benefit from landscaping as much as other Benefited Parcels because it is dedicated to municipal sanitary sewer and storm facilities use and will not otherwise be developed. Therefore, it is assigned a special benefit equal to 50% of other Benefited Parcels.
- Parcel 022-30-035 (storm pump station) does not benefit from landscaping as much as other Benefited Parcels because it is dedicated to municipal sanitary sewer and storm facilities use and will not otherwise be developed. Therefore, it is assigned a special benefit equal to 50% of other Benefited Parcels.
- Parcel 022-29-037 and parcel 022-30-041 are dedicated to open space and therefore do not receive special benefit from the maintenance and improvements.

## 5.2 Method of Assessment Spread

The amount of assessment levied on each Benefited Parcel in the District, for Fiscal Year 2026/27, is $0.03897 per square foot. The assessment rate was determined by taking the Fiscal Year 2026/27 Net Amount to be assessed ($459,672) divided by the total net square footage of the District (11,794,540 sq. ft.).

The maximum assessment rate for Fiscal Year 2026/27 is approximately $0.0586, which is a preliminary number. Each year the maximum assessment rate per square foot is increased by the percentage change from April 1st of the prior year to April 1st of the current year in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Indexes, Pacific Cities and U.S. City Average, San Francisco-Oakland-Hayward. The April 1, 2026 CPI was not available at the time of writing of this report. For purposes of this report, the CPI increase was estimated by using the February 1, 2026 CPI.

## 5.3 Maximum Assessment Rates

The following table provides the historical maximum assessment rate for Fiscal Year 2001/02 through the current fiscal year:

| Fiscal Year | CPI | Percentage Increase[1] | Assessment Rate Range[2] | |
|---|---|---|---|---|
| 2001/02 | 189.1 | N/A | $0.0120 | $0.0300 |
| 2002/03 | 193.0 | 2.06% | 0.0122 | 0.0306 |
| 2003/04 | 197.3 | 2.23% | 0.0125 | 0.0313 |
| 2004/05 | 198.3 | 0.51% | 0.0126 | 0.0315 |
| 2005/06 | 202.5 | 2.12% | 0.0129 | 0.0321 |
| 2006/07 | 208.9 | 3.16% | 0.0133 | 0.0331 |
| 2007/08 | 215.842 | 3.32% | 0.0137 | 0.0342 |
| 2008/09 | 222.074 | 2.89% | 0.0141 | 0.0352 |
| 2009/10 | 223.854 | 0.80% | 0.0142 | 0.0355 |
| 2010/11 | 227.697 | 1.72% | 0.0144 | 0.0361 |
| 2011/12 | 234.121 | 2.82% | 0.0149 | 0.0371 |
| 2012/13 | 238.985 | 2.08% | 0.0152 | 0.0379 |
| 2013/14 | 244.675 | 2.38% | 0.0155 | 0.0388 |
| 2014/15 | 251.495 | 2.79% | 0.0160 | 0.0399 |
| 2015/16 | 257.622 | 2.44% | 0.0163 | 0.0409 |
| 2016/17 | 264.565 | 2.70% | 0.0168 | 0.0420 |
| 2017/18 | 274.589 | 3.79% | 0.0174 | 0.0436 |
| 2018/19 | 283.422 | 3.22% | 0.0180 | 0.0450 |
| 2019/20 | 294.801 | 4.01% | 0.0187 | 0.0468 |
| 2020/21 | 298.074 | 1.11% | 0.0189 | 0.0473 |
| 2021/22 | 309.419 | 3.81% | 0.0196 | 0.0491 |
| 2022/23 | 324.878 | 5.00% | 0.0206 | 0.0515 |
| 2023/24 | 338.496 | 4.19% | 0.0215 | 0.0537 |
| 2024/25 | 351.247 | 3.77% | 0.0223 | 0.0557 |
| 2025/26 | 354.432 | 2.69% | 0.0229 | 0.0572 |
| 2026/27 | 363.211 | 2.48[3] | 0.0235 | 0.0586 |

(1) *Percentage increase from April 1 of the prior year to April 1 of the current year in the US Department of Labor, Bureau of Labor Statistics, Consumer Price Indexes, Pacific Cities and US City Average, San Francisco-Oakland-Hayward.*

(2) *The left and right column indicate the minimum and maximum assessment rate, respectively.*

(3) *The April 1, 2026 CPI was not available at the time of writing of this report. The Fiscal Year 2026/27 CPI increase was estimated using the February 1, 2026 CPI.*

## 5.4 Appeals

Any property owner who feels that the amount of their assessment is in error as a result of incorrect information being used to apply the foregoing method of spread may file an appeal with the Finance Director of the City. Any such appeal is limited to the correction of an assessment during the current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Finance Director shall promptly review the information provided by the property owner and if he/she finds that the assessment should be modified, he/she shall have the authority to make the appropriate changes in the assessment roll. If any such changes are provided after the assessment roll has been filed with the County for collection, the Finance Director is authorized to refund to the property owner the amount of any approved reduction.

# APPENDIX A - ASSESSMENT DIAGRAM

The following page provides a copy of the assessment diagram of the District.

An assessment was levied by the City Council of the City of Milpitas, County of Santa Clara, State of California on the lots, pieces and parcels of land shown on this assessment diagram. Said assessment was levied on the 3rd day of June 2014 ; said assessment diagram and the assessment roll were recorded in the Office of the Superintendent of Streets of said City on the 3rd day of June 2014. Reference is made to the assessment roll recorded in the Office of the Superintendent of Streets for the exact amount of each assessment levied against each parcel of land shown on this assessment diagram.

Mary Lavelle
City Clerk of the City of Milpitas

Filed in the Office of the City Clerk of the City of Milpitas, County of Santa Clara, State of California this 20th day of May 2014.

Mary Lavelle
City Clerk of the City of Milpitas

Recorded in the Office of the Superintendent of Streets of the City of Milpitas, County of Santa Clara, State of California, this 3rd day of June 2014.

Superintendent of Streets
City of Milpitas

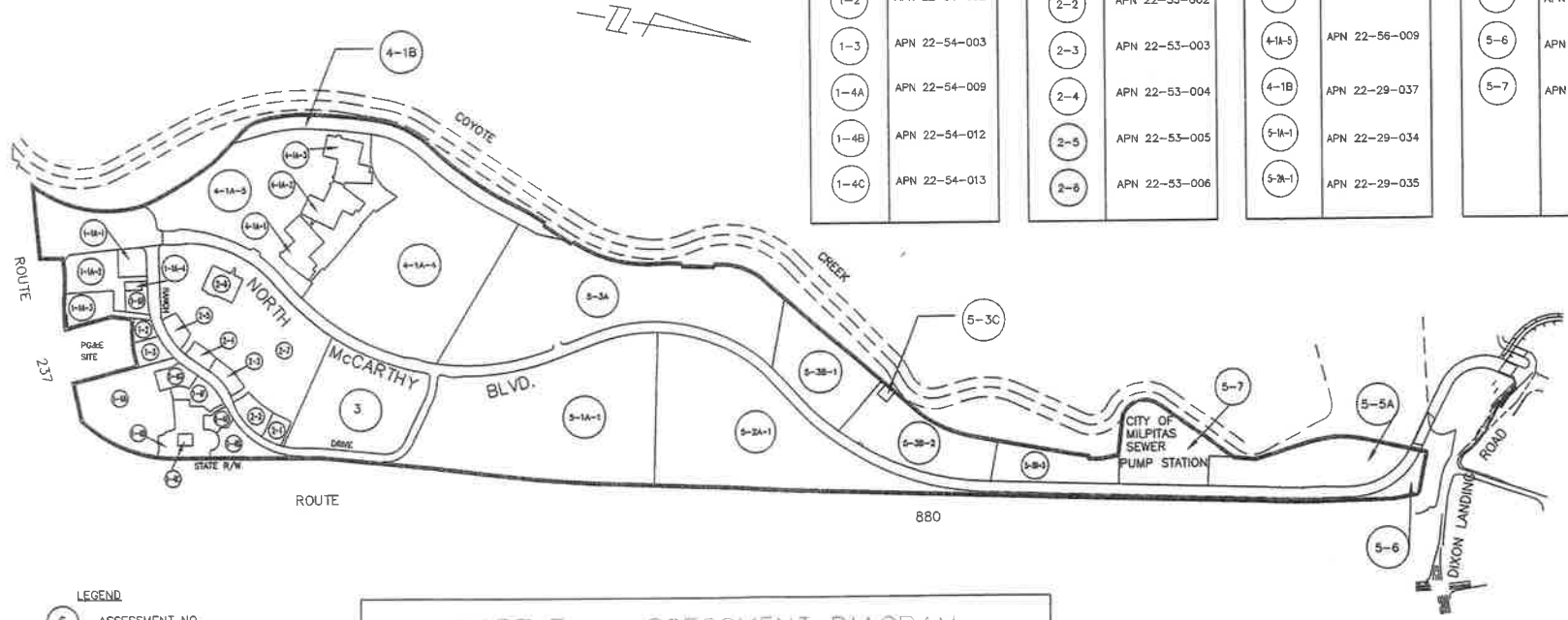
Figure 1

| ASSESSMENT NO. | ASSESSOR'S PARCEL NO. |
|---|---|
| 1-1A-1 | APN 22-54-016 |
| 1-1A-2 | APN 22-54-017 |
| 1-1A-3 | APN 22-54-018 |
| 1-1A-4 | APN 22-54-019 |
| 1-1B | APN 22-54-008 |
| 1-2 | APN 22-54-002 |
| 1-3 | APN 22-54-003 |
| 1-4A | APN 22-54-009 |
| 1-4B | APN 22-54-012 |
| 1-4C | APN 22-54-013 |

| ASSESSMENT NO. | ASSESSOR'S PARCEL NO. |
|---|---|
| 1-4D | APN 22-54-015 |
| 1-4E | APN 22-54-014 |
| 1-4F | APN 22-54-011 |
| 1-4G | APN 22-54-010 |
| 2-1 | APN 22-53-001 |
| 2-2 | APN 22-53-002 |
| 2-3 | APN 22-53-003 |
| 2-4 | APN 22-53-004 |
| 2-5 | APN 22-53-005 |
| 2-6 | APN 22-53-006 |

| ASSESSMENT NO. | ASSESSOR'S PARCEL NO. |
|---|---|
| 2-7 | APN 22-53-007 |
| 3 | APN 22-29-016 |
| 4-1A-1 | APN 22-56-005 |
| 4-1A-2 | APN 22-56-006 |
| 4-1A-3 | APN 22-56-007 |
| 4-1A-4 | APN 22-56-008 |
| 4-1A-5 | APN 22-56-009 |
| 4-1B | APN 22-29-037 |
| 5-1A-1 | APN 22-29-034 |
| 5-2A-1 | APN 22-29-035 |

| ASSESSMENT NO. | ASSESSOR'S PARCEL NO. |
|---|---|
| 5-3A | APN 22-29-036 |
| 5-3B-1 | APN 22-30-037 |
| 5-3B-2 | APN 22-30-038 |
| 5-3B-3 | APN 22-30-039 |
| 5-3C | APN 22-30-035 |
| 5-5A | APN 22-30-048 |
| 5-6 | APN 22-30-041 |
| 5-7 | APN 22-30-049 |




LEGEND

6 ASSESSMENT NO.
BOUNDARY DISTRICT
ASSESSMENT LIMIT

# PART F - ASSESSMENT DIAGRAM

## LANDSCAPING & LIGHTING & MAINTENANCE ASSESSMENT DISTRICT NO. 95-1

OF

## CITY OF MILPITAS

COUNTY OF SANTA CLARA - STATE OF CALIFORNIA

Note:
Reference is hereby made to the maps and deeds of record in the Office of the Assessorof the County of Santa Clara for a detailed description of the lines and dimensions of anyparcels shown hereon. Those maps shall govern for all details concerning the lines anddimension of such parcels. Each parcel is identified in said maps by its distinctive Assessors Parcel Number.

1/1

# APPENDIX B - ASSESSMENT ROLL

Assessor's parcel identification, for each lot or parcel within the District, shall be based on the Santa Clara County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels assessed within the District for Fiscal Year 2026/27, along with the assessment amounts, is on file in the office of the City Clerk and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the Santa Clara County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the assessment amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

# City of Milpitas

## LLMAD No. 95-1

## Final Billing Detail Report for Fiscal Year 2026/27

| APN | Situs Address | Net Square Foot | Fiscal Year 2026/27 Levy |
|---|---|---|---|
| 022-29-016 | 301 RANCH DR | 634,234 | $24,718.16 |
| 022-29-034 | 430 N MCCARTHY BLVD | 1,589,504 | 61,948.20 |
| 022-29-035 | 820 N MCCARTHY BLVD | 1,363,864 | 53,154.24 |
| 022-29-040 | 407N N N MCCARTHY BLVD | 677,532 | 26,405.64 |
| 022-29-041 | 507N N N MCCARTHY BLVD | 43,691 | 1,702.76 |
| 022-29-042 | 607N N N MCCARTHY BLVD | 302,350 | 11,783.56 |
| 022-29-043 | 707 N MCCARTHY BLVD | 320,732 | 12,499.98 |
| 022-29-044 | 807 N MCCARTHY BLVD | 336,545 | 13,116.24 |
| 022-30-035 | | 4,138 | 161.26 |
| 022-30-038 | | 435,600 | 16,976.76 |
| 022-30-039 | 1207 N MCCARTHY BLVD | 217,800 | 8,488.38 |
| 022-30-049 | | 78,626 | 3,064.30 |
| 022-30-054 | 907 N MCCARTHY BLVD | 245,330 | 9,561.30 |
| 022-30-055 | 1645 N MCCARTHY BLVD | 243,936 | 9,506.98 |
| 022-30-056 | 1605 N MCCARTHY BLVD | 25,875 | 1,008.40 |
| 022-30-057 | 1585 N MCCARTHY BLVD | 137,040 | 5,340.88 |
| 022-53-001 | 275 RANCH DR | 32,670 | 1,273.24 |
| 022-53-002 | 179 RANCH DR | 53,579 | 2,088.14 |
| 022-53-003 | 125 RANCH DR | 33,106 | 1,290.22 |
| 022-53-004 | 81 RANCH DR | 26,136 | 1,018.60 |
| 022-53-005 | 41 RANCH DR | 32,234 | 1,256.28 |
| 022-53-006 | 63 RANCH DR | 51,836 | 2,020.22 |
| 022-53-007 | 11 RANCH DR | 954,835 | 37,213.06 |
| 022-54-002 | 74 RANCH DR | 25,265 | 984.64 |
| 022-54-003 | 84 RANCH AVE | 44,431 | 1,731.62 |
| 022-54-008 | 50 RANCH DR | 33,977 | 1,324.18 |
| 022-54-009 | 120 RANCH DR | 368,953 | 14,379.30 |
| 022-54-010 | 110 RANCH DR | 44,867 | 1,748.60 |
| 022-54-011 | 170 RANCH DR | 57,064 | 2,223.94 |
| 022-54-012 | 200 RANCH DR | 131,551 | 5,126.98 |
| 022-54-013 | 212 RANCH DR | 10,019 | 390.46 |
| 022-54-014 | 190 RANCH DR | 27,878 | 1,086.50 |
| 022-54-015 | 260 RANCH DR | 77,537 | 3,021.86 |
| 022-54-016 | 12 RANCH DR | 46,174 | 1,799.52 |
| 022-54-017 | 30 RANCH RD | 143,312 | 5,585.34 |
| 022-54-018 | 40 RANCH DR | 100,624 | 3,921.62 |
| 022-54-019 | | 8,276 | 322.54 |
| 022-56-005 | 115 N MCCARTHY BLVD | 88,427 | 3,446.28 |
| 022-56-006 | 135 N MCCARTHY BLVD | 89,734 | 3,497.20 |
| 022-56-007 | 155 N MCCARTHY BLVD | 90,169 | 3,514.18 |
| 022-56-010 | 205 N MCCARTHY BLVD | 1,489,899 | 58,066.26 |
| 022-56-011 | | 1,075,192 | 41,903.76 |

Slight variances may occur due to rounding

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# City of Milpitas

## LLMAD No. 95-1

## Final Billing Detail Report for Fiscal Year 2026/27

| APN | Situs Address | Net Square Foot | Fiscal Year 2026/27 Levy |
|---|---|---|---|
| **42 Accounts** | | **11,794,540** | **$459,671.58** |

Slight variances may occur due to rounding

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# CITY OF MILPITAS
# AGENDA REPORT
# (AR)

| | |
|---|---|
| **Item Title:** | **Conduct a Public Hearing and Adopt a Resolution Confirming the Assessment and Ordering the Levy for the Landscaping and Lighting Maintenance Assessment District No. 98-1 - Sinclair Horizon in Fiscal Year 2026-27 (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)** |
| **Category:** | Public Hearings-Community Development |
| **Meeting Date:** | 5/19/2026 |
| **Recommendation:** | (1) Open the public hearing, receive any comments, and move to close the hearing following any testimony, and (2) adopt a resolution confirming the assessment and ordering the levy for Landscaping and Lighting Maintenance Assessment District No. 98-1 - Sinclair Horizon in Fiscal Year 2026-27. |

**BACKGROUND:**

On June 16, 1998, the City Council completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (Act) to establish the Landscaping and Lighting Maintenance Assessment District 98-1 (LLMD 98-1 Sinclair Horizon). The LLMD provides for the maintenance and improvement of public landscaping, irrigation systems, and pedestrian walking path adjacent to Sinclair Frontage Road and Los Coches Creek abutting the Sinclair Horizon residential subdivision areas as shown on the attached location map (Attachment A).

Staff retained NBS Government Finance Group (NBS) for the purpose of assisting with the annual levy assessment, and the preparation and filing of the report required pursuant to Section 22622 of the Act. The City Council adopted Resolution No. 9480 initiating proceedings for the annual levy and collection of assessments and ordering the preparation of the Annual Engineer's Report on February 17, 2026; and adopted Resolution No. 9496 approving the Annual Engineer's Report, and Resolution No. 9497 declaring its intention to levy and collect assessment and provide notice of a public hearing to be held on May 19, 2026 for LLMD 98-1 Sinclair Horizon in Fiscal Year (FY) 2026-27.

**ANALYSIS:**

The Act requires City Council to conduct a public hearing and adopt a Resolution confirming the assessment and ordering the levy (Attachment B) for the LLMD 98-1 Sinclair Horizon in FY 2026-27. According to the FY 2026-27 Annual Engineer's Report (Attachment C), the total assessment in FY 2026-27 is $538.32 per lot which is under the maximum assessment rate of $605.63 per lot. The FY2026-27 rate is approximately .0167% lower than the previous fiscal year (FY 2025-26) rate of $538.41.

Staff recommend the City Council open the public hearing, receive any comments or written protests, and move to close the hearing following any testimony, and adopt a Resolution confirming the assessment and ordering the levy for the LLMD 98-1 Sinclair Horizon in FY 2026-27.

**PROJECT SCHEDULE/KEY MILESTONES**

Upon City Council adoption of the Resolution, NBS will prepare and submit the levy of assessment to the County of Santa Clara for FY 2026-27 to secure tax roll.

**POLICY ALTERNATIVE(S):**
Alternative 1: Do not adopt a Resolution confirming the assessment and ordering the levy for LLMD 98-1 Sinclair Horizon in FY 2026-27.

Pros: None.

Cons: If the City Council does not adopt the Resolution according to the Act, the City will be unable to collect assessments for LLMD 98-1 Sinclair Horizon.

Reason not recommended: Staff recommend approving the Resolution confirming the assessment and ordering the levy for FY2026-27 to allow for the continued maintenance and service of LLMD 98-1 Sinclair Horizon.

**FISCAL IMPACT:**
The levy and collection of assessments provides the City with the needed resources for the maintenance and the servicing improvements of the LLMD 98-1 Sinclair Horizon. The FY 2026-2027 maintenance budget is estimated to be $66,785. This funding is estimated and included in the FY 2026-27 Proposed budget, which will be brought forward to City Council for review and approval in June 2026. The City maintains an operating reserve, not to exceed the estimated maintenance costs, prior to December 10th of the fiscal year or when it expects to receive its apportionments of special assessments from the County of Santa Clara, whichever comes first.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**
A levy and collection of assessments has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. The action is a fiscal activity of the City government or an action to create a City government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378. To the extent the funds generated by this levy and collection would be used to fund any currently contemplated projects, such projects entail the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15301.

**ATTACHMENT(S):**
(a) Location Map
(b) Resolution Confirming the Assessment and Ordering the Levy
(c) FY2026-27 Annual Engineer's Report for LLMD No. 98-1 Sinclair Horizon

# CITY OF MILPITAS

## LANDSCAPING MAINTENANCE DISTRICT (LMD) 98-1

(N.T.S.)




2026-2027 FISCAL YEAR LANDSCAPE AREA FUNDED FOR MAINTENANCE

ST

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS CONFIRMING THE ASSESSMENT AND ORDERING THE LEVY FOR THE LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 98-1 - SINCLAIR HORIZON FOR FISCAL YEAR 2026-27**

**WHEREAS**, on June 16, 1998, the City Council (the "City Council") of the City of Milpitas (the "City") completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish Landscaping and Lighting Maintenance Assessment District No. 98-1 - Sinclair Horizon (the "Assessment District"), for the purpose of paying for the installation, construction, maintenance and/or servicing of certain improvements authorized under the Act, and incidental expenses in connection therewith (collectively, the "Improvements"); and

**WHEREAS**, the City retained NBS Government Finance Group for the purpose of assisting with the annual levy of the Assessment District, and the preparation and filing of an Annual Engineer Report in accordance with Section 22565, *et seq.,* of the Act; and

**WHEREAS**, on February 17, 2026, the City Council adopted a resolution initiating processing of the annual levy of the Assessment District, and the preparation and filing of an Annual Engineering Report; and

**WHEREAS**, on April 21, 2026, the City Council adopted resolution approving the Annual Engineer Report and declaring its intention to hold a Public Hearing concerning the levy and collection of assessments within the Assessment District; and

**WHEREAS**, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act; and

**WHEREAS**, at the time and place specified in the Resolution of Intention the City Council conducted such hearing and considered all objections to the assessment.

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

1. Confirmation of Assessment and Diagram: The City Council hereby confirms the assessment and the diagram as is described in full detail in the Annual Report on file with the City Clerk.

2. Levy of Assessment: Pursuant to Section 22631 of the Act, the adoption of this resolution shall constitute the levy of an assessment for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

3. Ordering of the Levy: The City Council hereby orders NBS to prepare and submit the levy of assessments to Santa Clara County for placement on the Fiscal Year 2026-27 secured property tax roll.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Suzanne Guzzetta, City Clerk

APPROVED:

_____
Carmon Montano, Mayor

APPROVED AS TO FORM:

_____
Christian M. Curtis, City Attorney

# CITY OF MILPITAS

*Fiscal Year 2026/27 Engineer's Report For:*

## Landscaping and Lighting Maintenance Assessment District No. 98-1

**May 2026**

NBS
helping communities fund tomorrow since 1996
nbsgov.com

**CITY OF MILPITAS**
**LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 98-1**
**455 East Calaveras Boulevard**
**Milpitas, California 95035**
**(408) 586-3000**

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**CITY COUNCIL**

Carmen Montano, Mayor

Gary Barbadillo, Vice Mayor

Evelyn Chua, Council Member

Hon Lien, Council Member

William Lam, Council Member

**CITY STAFF**

Michael Silveira, PE, City Engineer

Luz Cofresi-Howe, Finance Director/Risk Manager

Christian Di Renzo, Public Works Director

**NBS**

Kristin Harvey, Client Success Ambassador

Adina McCargo, Project Manager

Jason Roth, Administrator

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# 1. ENGINEER'S LETTER

**WHEREAS**, in 1998, the City Council of the City of Milpitas (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), created the City of Milpitas Landscaping and Lighting Maintenance Assessment District No. 98-1 (the "District") to provide for the continued maintenance, operation, and administration of various improvements within the boundaries of the District; and

**WHEREAS**, the City Council has directed NBS to prepare and file a report for Fiscal Year 2026/27 in accordance with Chapter 1, Article 4 of the Act presenting plans and specifications describing the general nature, location, and extent of the improvements to be maintained; an estimate of the costs to maintain, operate, and service the improvements for the District for the referenced fiscal year; a diagram for the District showing the area and properties to be assessed; and an assessment of the estimated costs to maintain and service the improvements, stating the net amount to be assessed upon all assessable lots or parcels within the District in proportion to the special benefit received.

**NOW THEREFORE**, the following assessments have been calculated in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation, and are made to cover the portion of the estimated costs of maintenance, operation, and servicing of the improvements, to be paid by the assessable real property within the District in proportion to the special benefit received:

| District | Parcels | 2026/27 Maximum Assessment Rate per Lot[1] | 2026/27 Actual Assessment Rate per Lot | 2026/27 Net Amount to be Assessed[2][3] |
|---|---|---|---|---|
| LLMAD 98-1 | 98 | $605.63 | $538.32 | $52,755.36 |

(1) *The April 1, 2026 Consumer Price Index (CPI) provided by the U.S. Bureau of Labor Statistics was not available at the time of writing of this report. The Fiscal Year 2026/27 CPI increase was estimated using the February 1, 2026 CPI.*

(2) *Amounts placed on the tax roll include the 1% Santa Clara County Collection Fee.*

(3) *This amount is only an estimate and does not reflect the final billed amount with rounding adjustments. Refer to Section 7 for the rounded figure.*

I identified all parcels which will have a special benefit conferred upon them from the improvements described in District's Plans and Specifications section of this Engineer's Report (the "Benefited Parcels"). For particulars as to the identification of said parcels, reference is made to the Assessment Diagram, a copy is on file in the office of the City Clerk.

I have assessed the costs and expenses of the improvements upon the Benefited Parcels. In making such assessment:

a. The proportionate special benefit derived by each Benefited Parcel from the improvements was determined in relationship to the entirety of the maintenance costs of the improvements;

b. No assessment has been imposed on any Benefited Parcel which exceeds the reasonable cost of the proportional special benefit conferred on such parcel from the improvements; and

c. Any general benefits from the improvements have been separated from the special benefits and only special benefits have been assessed.

I, the undersigned, respectfully submit the enclosed Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagrams herein have been prepared and computed in accordance with the order of the City Council of the City of Milpitas, the Act, and Article XIIID.

Michael Silveira, City Engineer



# 2. PLANS AND SPECIFICATIONS

The District provides for the continued administration, maintenance, operation, and servicing of various improvements located within the public right-of-way and dedicated easements within the boundaries of the District.

## 2.1 Location of Improvements

The District is located in the City of Milpitas, bounded on the east by Sinclair Frontage Road, on the west by Berryessa Creek, and on the north by Los Coches Street. The improvements maintained include public landscaping and irrigation improvements, including jogging paths, planter walls, grass berms, and ornamental planting, which are primarily situated within the public rights-of-way and dedicated public easements within the District.

## 2.2 Landscaping Improvements

The landscaping and irrigation improvements were installed within the District in order to enhance the overall visual appearance for adjacent parcels. The improvements consist of the maintenance and operation of any or all public landscaping and irrigation improvements adjacent to curbs, including asphalt concrete jogging paths, planter walls, grass berms, and appurtenant irrigation systems; ornamental planting including lawns, shrubs, and trees, including necessary repairs, replacements, water, electric current, spraying, care, supervision, debris removal and all other items of work necessary and incidental for proper maintenance and operation thereof. The landscaping and irrigation improvements are collectively referred to as “landscaping improvements.” All such work will be performed in the following areas:

### 2.2.1 BERRYESSA CREEK

Due to the widening of the creek, improvements in Berryessa Creek were removed. Any improvements maintained in this reach (asphalt concrete jogging path, exercise equipment, planting, and irrigation) will no longer be maintained or improved.

### 2.2.2 LOS COCHES CREEK

1. A strip of land 812 feet long, 14 feet in width along the south bank of Los Coches Creek adjacent to Tract 9018. The improvements include an asphalt concrete jogging path, exercise equipment, planting, and irrigation.
2. A strip of land 5.5 feet wide within the Los Coches Street right-of-way between the back of sidewalk and the right-of-way along the south side of Los Coches Street between Berryessa Creek and Sinclair Frontage Road. The improvements include planting and irrigation.

## 2.3 Capital Improvements

In 2023, the City completed the replacement of the irrigation controller and repairs of the irrigation system along portions of Los Coches Street and Sinclair Frontage Road. The City is planning to continue planting renovations in 2026/2027.

## 2.4 Overhead

In addition to the hard costs of maintaining the improvements mentioned above, the City will incur costs for staff time and expenses related to the management and maintenance of the improvements within the District. Staff time includes oversight and coordination of both City and contractor provided services, annual tax roll preparation, and addressing property owner questions and concerns. These activities are directly related to the maintenance of the improvements, and without them the improvements could not be efficiently completed or properly maintained on an ongoing basis.

# 3. ESTIMATE OF COSTS

The estimated costs of maintenance and servicing of the improvements as described in the Plans and Specifications are summarized below.

## 3.1 District Budget

The Fiscal Year 2026/27 estimated cost budget for the maintenance and servicing of the improvements is as follows:

| Description | Fiscal Year 2026/27 Budget |
|---|---|
| Maintenance Staff[1] | $32,085 |
| Capital Equipment | 0 |
| Supplies | 2,400 |
| Utilities (Water, Electricity) | 11,800 |
| Reserve Fund | 0 |
| Capital Improvement Program | 19,500 |
| **Maintenance Costs** | **$65,785** |
| | |
| NBS | $4,300 |
| City Staff District Administration | 3,040 |
| County Auditor-Controller Fee[2] | 550 |
| **District Specific Costs** | **$7,890** |
| | |
| Total District Costs | **$73,675** |
| General Benefit Contribution[3] | (20,920) |
| Operating Reserve Contribution | 0 |
| Capital Improvement Fund Contribution | 0 |
| **Net Amount to be Assessed** | **$52,755** |
| | |
| **Total District Lots** | **98** |
| **Rate per Lot[4]** | **$538.32** |
| **Maximum Rate Per Lot – 2026/27[5]** | **$605.63** |

(1) *The City's Department of Public Works is the provider of Maintenance Services.*

(2) *County Auditor-Controller Fee is currently 1% of the total levy submittal.*

(3) *General Benefit Contribution is not applied to District Specific Costs, as these are special benefits to the District.*

(4) *The Rate per Lot equals the Net Amount to be Assessed / Total District Lots. The Rate per Lot cannot exceed the maximum rate.*

(5) *The April 1, 2026 CPI was not available at the time of writing of this report. The Fiscal Year 2026/27 CPI increase was estimated by using the February 1, 2026 CPI.*

### 3.1.1 OPERATING RESERVE

It is the intent of the City to maintain an operating reserve which shall not exceed the estimated costs of maintenance and servicing of the improvements prior to December 10 of the fiscal year, or when the City expects to receive its apportionment of special assessments from the County, whichever is later. The operating reserve balance information for the District is as follows:

| | |
|---|---|
| Estimated Fiscal Year Ending 6/30/2026 Operating Reserve Cash Balance | $147,201 |
| Operating Reserve Collection for Fiscal Year 2026/27 | 0 |
| **Estimated Fiscal Year Ending 6/30/2027 Operating Reserve Cash Balance** | **$147,201** |

### 3.1.2 CAPITAL IMPROVEMENT BUDGET

The City completed the replacement of the irrigation controller and repairs of the irrigation system along portions of Los Coches Street and Sinclair Frontage Road in 2023. The City is planning to continue planting renovations in 2026/2027. As of March 20, 2026, the balance available for the Capital Improvement Project was $142,391.35. The City will utilize these funds, along with an annual collection of $20,000 via the District from Fiscal Year 2025/26 to Fiscal Year 2028/29, to finance the project.

# 4. SPECIAL AND GENERAL BENEFIT

The improvements defined in Section 2 are expected to confer certain special benefits to parcels within the District. The special benefits are described in this section. Figures in this section are derived from a Special v. General Benefit Analysis performed in Fiscal Year 2014/15.

## 4.1 Introduction

Pursuant to Article XIIID, all parcels that receive a special benefit conferred upon them as a result of the installation, implementation and maintenance of the improvements, services and activities shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire costs of the installation, implementation and maintenance of the improvements, services and activities.

Article XIIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property. Proposition 218 requires that the City separate the general benefit from special benefit, so that only special benefit may be assessed to properties within the District. Furthermore, Article XIIID also provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment.

## 4.2 Special Benefits Identified

The improvements described in Section 2 are expected to confer certain special benefits to parcels within the District. The special benefits conferred to property within the District can be grouped into two primary benefit categories: aesthetic benefit and safety benefit. The two district benefit categories are further expanded upon below.

- **Improved Aesthetics:** The aesthetic benefit relates to the increase in the overall aesthetics as a result of the ongoing maintenance, servicing and operation of the improvements within the District. Street landscaping improvements improve the livability, commercial activity, appearance and desirability for properties within the District. Regular maintenance ensures that the improvements do not reach a state of deterioration or disrepair so as to be materially detrimental to properties adjacent to or in close proximity to the improvements. The overall appeal of the District is enhanced when improvements are in place and kept in a healthy and satisfactory condition. Conversely, appeal decreases when improvements are not well-maintained, unsafe, or destroyed by the elements or vandalism. Streetscapes have a significant effect on how people view and interact with their community[1]. With streetscapes that are safe and inviting, people are more likely to walk, which can help reduce automobile traffic, improve public health, stimulate local economic activity and attract residents and visitors to the community[2].
- **Increased Safety:** Well maintained areas mitigate crime, especially vandalism, and enhance pedestrian safety. A recent study found that after landscape improvements were installed, there

[1] *Victoria Transport Policy Institute. (2011). Community Livability. Helping to Create Attractive, Safe, Cohesive Communities. Retrieved from http://www.vtpi.org/tdm/tdm97.htm.*
[2] *Ibid.*

was a 46% decrease in crash rates across urban arterial and highway sites and a second study reviewed found a 5% to 20% reduction in mid-block crashes after trees and planters in urban arterial roads were put in place. In addition, there is less graffiti, vandalism, and littering in outdoor spaces with natural landscapes than in comparable plant-less spaces[3]. The Victoria Transport Policy Institute has found that streetscapes reduce traffic speeds and when combined with improved pedestrian crossing conditions can significantly reduce collisions[4].

## 4.3 General Benefits Identified

Section 4 of Article XIIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must next "separate the general benefits from the special benefits conferred," and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the maintenance of the District's improvements provided by the assessments levied. The improvements to be maintained by the District are located within the District boundaries only. There will be no District maintenance activities provided for improvements located outside of the District boundaries.

The ongoing maintenance of the District improvements will provide aesthetic and safety benefits to the property within the District. However, it is recognized that the ongoing District maintenance activities will also provide a level of benefit to some property within proximity to the District, as well as individuals passing through. Therefore, the general benefit created as a result of the District maintenance activities has been considered.

## 4.4 Quantification of Benefit

As a result of the maintenance and operation of the improvements, there will be a level of general benefit to people that do not live in or intend to conduct business within the District. In order for property within the District to be assessed only for that portion of special benefits received from the district's maintenance activities, general benefits provided by the ongoing maintenance of the improvements needs to be quantified. The amount of general benefit that is provided from the District's maintenance activities cannot be funded via property owners' assessments.

The landscaping improvements are primarily located along Los Coches Street and Sinclair Frontage Road and within the subdivision along Los Coches Creek and Berryessa Creek. A portion of the maintained landscaping provides some general benefit to pass-thru traffic. Per the City, there is 52,912 square feet of landscaping being maintained.

<u>Los Coches Creek and Berryessa Creek</u>

As result of the District maintenance activities, there will be a level of general benefit to pedestrians and vehicular traffic that are not associated with property in the District. As expressed by the Court in *Beutz v.*

[3] *Wolf, Kathleen L. (2010). Safe Streets – A Literature Review. In: Green Cities: Good Health (www.greenhealth.washington.edu). College of the Environment, University of Washington.*

[4] *Victoria Transport Policy Institute. (2011). Community Livability. Helping to Create Attractive, Safe, Cohesive Communities. Retrieved from http://www.vtpi.org/tdm/tdm97.htm.*

*County of Riverside* (2010), "*... courts of this state have long recognized that virtually all public improvement projects provide general benefits*." A route beginning or ending with a parcel within the District does not include the "general public" for purposes of determining general benefit. The landscaping improvements along the south side of Los Coches Creek and Berryessa Creek are local in nature, however even though they are intended primarily for localized access, there is some portion of pedestrian traffic that may not be accessing the adjacent properties. The landscaping improvements are located adjacent to the backyard of homes, and access is only available by walking or bicycling. There is no vehicular access to these improvements.

The Summary of Travel Trends, 2009 National Household Travel Survey (NHTS) prepared by the U.S. Department of Transportation Federal Highway Administration analyzed the number of person trips by various modes of transportations such as private vehicle, transit, walking or some other means of transportation. According to the Pacific Division data extracted from the 2009 NHTS database, of the annual 181,703 (in millions) total person trips, 21,252 (in millions) or 11.70% of those person trips were made by using walking as their mode of transportation, and 2,066 (in millions) or 1.14% of those person trips were made by bicycling[5].

According to the U.S. Census Bureau (2010), the average household size in the City is 3.34 persons[6]. Based on this average household size, and considering there are 98 residential units within the District, there are approximately 327 people residing within the District boundaries. There are an estimated 163 residential units in close proximity, but outside of the District boundaries. Based on the City's average household size, there are approximately 544 persons residing outside of the District boundaries, but have access to the landscaping improvements.

| Community | Estimated Number of Residential Units | Estimated Number of Persons(1) |
|---|---|---|
| District | 98 | 327 |
| Sundrop Subdivision | 83 | 277 |
| Sinclair Renaissance Subdivision | 80 | 267 |
| **Total Residential Population** | **261** | **871** |

*(1) U.S. Census Bureau (2010) average household size in the City is 3.34 persons.[7]*

In order to determine the estimated total number of persons who are within close proximity to the landscaping improvements, and would utilize walking or bicycling as their mode of transportation, we applied the 12.84% (11.70% walking, 1.14% bicycling) of person trips reported from the NHTS Pacific Division study, to the total nearby residential population (871). There are approximately 112 people within close proximity of the District that utilize walking or bicycling as their mode of transportation.

In order to determine the portion of the 112 persons that reside within the District, we applied the 2009 NHTS walking trip percentage (12.84%) to the District population (327). Approximately 42 people within the

[5] *U.S Department of Transportation. Federal Highway Administration. (2011). Summary of Travel Trends: 2009 National Household Travel Survey. (Report No. FHWA-PL-11-022). Retrieved from http://nhts.ornl.gov*

[6] *U.S. Census Bureau. (2010). Profile of General Population and Housing Characteristics: 2010, 2010 Demographic Profile Data. Milpitas, C.A. Retrieved March 23, 2015, http://quickf acts.census.gov/qf d/states/06/0647766.html*

[7] *Ibid.*

District boundaries use walking or bicycling as their primary mode of transportation. Therefore, the total surrounding neighborhood area population, located outside of the District boundaries, but in close proximity the landscaping improvements, that uses walking or bicycling as their primary mode of transportation is estimated to be 70 people.

| Community | Estimated Number of Persons |
|---|---|
| District | 42 |
| Sundrop Subdivision | 36 |
| Sinclair Renaissance Subdivision | 34 |
| **Walking or Bicycling Population** | **112** |

In order to obtain a better picture of the overall level of general benefit provided by the landscaping improvements, the pedestrian traffic that utilizes walking or bicycling as the mode of transportation that will seek out and use the District improvements, but live outside of the District, must be considered. The 2009 NHTS further details the purposes of the reported walking (21,252 in millions) and bicycling (2,066 in millions) trips; based on the property types people entering the District would most likely do so for social or recreational activities.

The following details the number of walking and bicycling trips, based on the 2009 NHTS study, for each of the activities that are the most likely reasons people outside of the District would use the landscaping improvements:

| Trip Purpose | Number of Walking or Bicycling Trips (in millions) |
|---|---|
| Social/Recreational | 6,442 |
| **Total** | **6,442** |

Of the total number of walking and bicycling trips reported, 6,442 (in millions) or 27.63% are for purposes that persons outside of the District may use the landscaping improvements. Applying this percentage (27.63%) to the number of people walking or bicycling as their mode of transportation and that reside outside of the District (70), there are approximately 19 people (general benefit) that may use the landscaping improvements, but do not reside within the District. Taking the 19 people that may walk or bicycle, but reside outside of the District, divided by total residential population with access to the landscaping improvements (871), the estimated percentage of persons, engaging in what is considered general benefit because they do not reside within the District, represents 2.21%.

Los Coches Street and Sinclair Frontage Road

The City does not have a study showing traffic volume along Los Coches Street and Sinclair Frontage Road along the District boundaries. The portion of the maintained landscaping that is located along Los Coches Street and Sinclair Frontage Road provides some general benefit to pass-through traffic. Before the determination and allocation of the percentage of special and general benefit for the District can be made, the estimated pass-through traffic must be computed. The pass-through trips are vehicles driving along the

maintained streets within the District for a portion of their trips, but not living or conducting business in the District and benefiting from the landscaping improvements in place.

The Sundrop and Sinclair Renaissance residential communities are located directly across the street and next to the District, and vehicles entering and/or exiting these communities in all likelihood are passing by a portion of the landscaping improvements for a portion of their trip. In lieu of having a study that identifies the pass-through traffic, the estimated number of trips generated for each community has been calculated based on the number of units and average number of trips per dwelling unit.

| Community | Number of Residential Units[(1)] | Estimated Number of Daily Vehicle Trips[(2)] | % of Total Daily Vehicle Trips[(3)] |
|---|---|---|---|
| District | 98 | 933.0 | 44.34% |
| Sundrop Subdivision | 83 | 790.2 | 37.56% |
| Sinclair Renaissance Subdivision | 80 | 380.8 | 18.10% |
| **Total** | **261** | **2,104.0** | **100.00%** |

*(1) Number of Residential Units is from the City's Approved Projects map.[8]*

*(2) Per the ITE Trip Generation Report a single family residence generates an average of 9.52 trips per dwelling unit.[9]*

*(3) Number of daily trips has been reduced by 50% to account for vehicles entering and exiting the community from the opposite direction on Sinclair Frontage Road, and not driving along the portion of Los Coches Street and Sinclair Frontage Road with landscaping improvements maintained by the District.*

As detailed above, based on the average number of daily vehicle trips generated for the communities in close proximity to the District, 1,171 (55.66%) are generated by residential units located outside of the District (general benefit).

All Locations and Landscaping Improvements – Residential Pass-thru Benefit

The general benefit percentages determined in the previous sections for Los Coches Creek and Berryessa Creek (2.21%) and Los Coches Street and Sinclair Frontage Road (55.66%) were then applied to each corresponding location with landscaping improvements. The landscaping square footage being maintained by the District was provided by the City's Public Works Department. The general benefit percentage for each street type was multiplied by the total square footage being maintained for such street. The general benefit square footage was summed for all street segments and divided into the total square footage of all landscaping maintenance. The result is the combined general benefit percentage. The following table details this calculation.

| Street Name | Total Square Footage | General Benefit Percentage | General Benefit Square Footage |
|---|---|---|---|
| Los Coches Creek | 4,572 | 2.21% | 101 |
| Berryessa Creek | 21,025 | 2.21% | 465 |
| Los Coches Street | 24,747 | 55.66% | 13,773 |
| Sinclair Frontage | 2,568 | 55.66% | 1,429 |
| **Totals:** | **52,912** | | **15,768** |
| **Landscaping General Benefit** | | | **29.80%** |

*[8] City of Milpitas. (2013). Approved Development Projects. Retrieved from http://www.ci.milpitas.ca.gov/government/planning/proj_approved.asp*

*[9] Trip Generation, 9th Edition: An Informational Report of the Institute of Transportation Engineers. (2012). Washington, DC: Institute of Transportation Engineers.*

Based on the above calculations, the general benefit portion of the improved aesthetics and increased safety resulting from the landscaping improvements is estimated to be 29.80%.

Public at Large General Benefit

Given the location and nature of the improvements, it is very unlikely the public at large would seek out or use the landscaping improvements within the District. In addition, there are more direct routes to access the industrial complexes/businesses located to the south of the District than the 2 lane Los Coches Street and Sinclair Frontage Road. Nevertheless, it is perceivable that members of the public at large may pass-thru a portion of the landscaping improvements, even if it's lost or leisure traffic. As such, general benefit of 2.00% has been assigned for the landscaping improvements to the public at large.

### 4.4.1 COLLECTIVE DISTRICT-WIDE GENERAL BENEFIT

Since the District is comprised of improved aesthetics and increased safety benefits resulting from the collective landscaping improvements, the activity of both pedestrians and vehicles, and the public at large must be addressed in a collective form rather than independently. The sum of the calculated general benefits is the total general benefit related to all pass-thru traffic. This general benefit result is provided in the table below:

| | |
|---|---|
| Residential Pass-thru General Benefit | 29.80% |
| Public at Large General Benefit | 2.00% |
| **Total General Benefit** | **31.80%** |

The general benefit, which is the percentage of the total budget that must be funded through sources other than assessments, is 31.80%. The special benefit then, which is the percentage of the budget that may be funded by assessments, is 68.20%.

# 5. METHOD OF ASSESSMENT

## 5.1 Method of Assessment Spread

All parcels in the District on which residential dwellings will be constructed specially benefit from the improvements to an equivalent extent. These parcels are therefore assessed on a per lot basis for the maintenance and operation of the District, including incidentals and appurtenances, and will include all the costs of maintenance and/or operating the improvements. As outlined in Section 4, the total amount of general benefit from the improvements is determined to be 31.80%.

The preliminary maximum assessment rate for Fiscal Year 2026/27 is $605.63. The actual assessment rate levied on each taxable parcel for Fiscal Year 2026/27 is $538.32.

Each year the maximum assessment rate shall be increased by the percentage change from April 1st of the prior year to April 1st of the current year by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Indexes, Pacific Cities and U.S. City Average, San Francisco-Oakland-Hayward. The April 1, 2026 CPI was not available at the time of writing of this report. For purposes of this report, the CPI increase was estimated by using the February 1, 2026 CPI.

## 5.2 Maximum Assessment Rates

The following table provides the historical maximum assessment rates for Fiscal Year 2000/01 through the current fiscal year:

| Fiscal Year | CPI | Percentage Increase[1] | Maximum Rate |
|---|---|---|---|
| 2000/01 | 178.7 | N/A | $292.803 |
| 2001/02 | 189.1 | 5.82% | 309.844 |
| 2002/03 | 193.0 | 2.06% | 316.234 |
| 2003/04 | 197.3 | 2.23% | 323.280 |
| 2004/05 | 198.3 | 0.51% | 324.918 |
| 2005/06 | 202.5 | 2.12% | 331.800 |
| 2006/07 | 208.9 | 3.16% | 342.286 |
| 2007/08 | 215.842 | 3.32% | 353.661 |
| 2008/09 | 222.074 | 2.89% | 363.872 |
| 2009/10 | 223.854 | 0.80% | 366.789 |
| 2010/11 | 227.697 | 1.72% | 373.086 |
| 2011/12 | 234.121 | 2.82% | 383.611 |
| 2012/13 | 238.985 | 2.08% | 391.581 |
| 2013/14 | 244.675 | 2.38% | 400.904 |
| 2014/15 | 251.495 | 2.79% | 412.079 |
| 2015/16 | 257.622 | 2.44% | 422.118 |
| 2016/17 | 264.565 | 2.70% | 433.494 |
| 2017/18 | 274.589 | 3.79% | 449.919 |
| 2018/19 | 283.422 | 3.22% | 464.392 |
| 2019/20 | 294.801 | 4.01% | 483.037 |
| 2020/21 | 298.074 | 1.11% | 488.400 |
| 2021/22 | 309.419 | 3.81% | 506.988 |
| 2022/23 | 324.878 | 5.00% | 532.318 |
| 2023/24 | 338.496 | 4.19% | 554.632 |
| 2024/25 | 351.247 | 3.77% | 575.524 |
| 2025/26 | 354.432 | 2.69% | 591.000 |
| 2026/27 | 363.211 | 2.48%[2] | 605.639 |

(1) *Percentage increase from April 1 of the prior year to April 1 of the current year in the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index, Pacific Cities and US City Average, San Francisco-Oakland-Hayward.*

(2) *The April 1, 2026 CPI was not available at the time of writing of this report. The Fiscal Year 202/26 CPI increase was estimated using the February 1, 2025 CPI.*

## 5.3 Appeals

Any property owner who feels that the amount of their assessment is in error as a result of incorrect information being used to apply the foregoing method of spread, may file an appeal with the Finance Director of the City. Any such appeal is limited to correction of an assessment during the current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Finance Director shall promptly review the information provided by the property owner and if he/she finds that the assessment should be modified, he/she shall have the authority to make the appropriate changes in the assessment roll. If any such changes are provided after the assessment roll has been filed with the County for collection, the Finance Director is authorized to refund to the property owner the amount of any approved reduction.

# APPENDIX A - ASSESSMENT DIAGRAM

The following page provides a copy of the assessment diagram of the District.

| ASSESSMENT DIAGRAM NUMBER | ASSESSMENT PARCEL NUMBER |
|---|---|
| 1 | 86-48-001 |
| 2 | 86-48-002 |
| 3 | 86-48-003 |
| 4 | 86-48-004 |
| 5 | 86-48-005 |
| 6 | 86-48-006 |
| 7 | 86-48-007 |
| 8 | 86-48-008 |
| 9 | 86-48-009 |
| 10 | 86-48-010 |
| 11 | 86-48-011 |
| 12 | 86-48-012 |
| 13 | 86-48-013 |
| 14 | 86-48-014 |
| 15 | 86-48-015 |
| 16 | 86-48-016 |
| 17 | 86-48-017 |
| 18 | 86-48-018 |
| 19 | 86-48-019 |
| 20 | 86-48-020 |
| 21 | 86-48-021 |
| 22 | 86-48-022 |
| 23 | 86-48-023 |
| 24 | 86-48-024 |
| 25 | 86-48-025 |
| 26 | 86-48-026 |
| 27 | 86-48-027 |
| 28 | 86-48-028 |
| 29 | 86-48-029 |
| 30 | 86-48-030 |
| 31 | 86-48-031 |
| 32 | 86-48-032 |
| 33 | 86-48-033 |
| 34 | 86-48-034 |
| 35 | 86-48-035 |
| 36 | 86-48-036 |
| 37 | 86-48-037 |
| 38 | 86-48-038 |
| 39 | 86-48-039 |
| 40 | 86-48-040 |
| 41 | 86-48-041 |
| 42 | 86-48-042 |
| 43 | 86-48-043 |
| 44 | 86-48-044 |
| 45 | 86-48-045 |
| 46 | 86-48-046 |
| 47 | 86-48-047 |
| 48 | 86-48-048 |
| 49 | 86-48-049 |
| 50 | 86-48-050 |
| 51 | 86-48-051 |
| 52 | 86-48-052 |
| 53 | 86-48-053 |
| 54 | 86-48-054 |
| 55 | 86-48-055 |
| 56 | 86-48-056 |
| 57 | 86-48-057 |
| 58 | 86-48-058 |
| 59 | 86-48-059 |
| 60 | 86-48-060 |
| 61 | 86-48-061 |
| 62 | 86-48-062 |
| 63 | 86-48-063 |
| 64 | 86-48-064 |
| 65 | 86-48-065 |
| 66 | 86-48-066 |
| 67 | 86-48-067 |
| 68 | 86-48-068 |
| 69 | 86-48-069 |
| 70 | 86-48-070 |
| 71 | 86-48-071 |
| 72 | 86-48-072 |
| 73 | 86-48-073 |
| 74 | 86-48-074 |
| 75 | 86-48-075 |
| 76 | 86-48-076 |
| 77 | 86-48-077 |
| 78 | 86-48-078 |
| 79 | 86-48-079 |
| 80 | 86-48-080 |
| 81 | 86-48-081 |
| 82 | 86-48-082 |
| 83 | 86-48-083 |
| 84 | 86-48-084 |
| 85 | 86-48-085 |
| 86 | 86-48-086 |
| 87 | 86-48-087 |
| 88 | 86-48-088 |
| 89 | 86-48-089 |
| 90 | 86-48-090 |
| 91 | 86-48-091 |
| 92 | 86-48-092 |
| 93 | 86-48-093 |
| 94 | 86-48-094 |
| 95 | 86-48-095 |
| 96 | 86-48-096 |
| 97 | 86-48-097 |
| 98 | 86-48-098 |




NOTE:
REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF SANTA CLARA FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSORS PARCEL NUMBER.

An assessment was levied by the City Council of the City of Milpitas, County of Santa Clara, State of California on the lots, pieces and parcels of land shown on this assessment diagram. Said assessment was levied on the 3rd day of June 2014, said assessment diagram and the, assessment roll were recorded in the Office of the Superintendent of Streets of said City on the 3rd day of June 2014. Reference is made to the assessment roll recorded in the Office of the Superintendent of Streets for the exact amount of each assessment levied against each parcel of land shown on this assessment diagram.

Mary Lavelle
City Clerk of the City of Milpitas

Filed in the Office of the City Clerk of the City of Milpitas, County of Santa Clara, State of California this 20th day of May 2014.

Mary Lavelle
City Clerk of the City of Milpitas

Recorded in the Office of the Superintendent of Streets of the City of Milpitas, County of Santa Clara, State of California, this 3rd day of June 2014.

Superintendent of Streets
City of Milpitas

Figure 1

PART F

ASSESSMENT DIAGRAM
LANDSCAPING AND LIGHTING
MAINTENANCE ASSESSMENT DISTRICT
NO. 98-1

MILPITAS CALIFORNIA

June 2014

1/1

# APPENDIX B - ASSESSMENT ROLL

Assessor's parcel identification, for each lot or parcel within the District, shall be based on the Santa Clara County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels assessed within the District for Fiscal Year 2026/27, along with the assessment amounts, is on file in the office of the City Clerk and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the Santa Clara County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the assessment amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

# City of Milpitas

## LLMAD No. 98-1

## Final Billing Detail Report for Fiscal Year 2026/27

| APN | Assessment ID | Situs Address | Fiscal Year 2026/27 Levy |
|---|---|---|---|
| 086-48-001 | 1 | 872 CAMERON CIR | $538.32 |
| 086-48-002 | 2 | 868 CAMERON CIR | 538.32 |
| 086-48-003 | 3 | 864 CAMERON CIR | 538.32 |
| 086-48-004 | 4 | 860 CAMERON CIR | 538.32 |
| 086-48-005 | 5 | 856 CAMERON CIR | 538.32 |
| 086-48-006 | 6 | 852 CAMERON CIR | 538.32 |
| 086-48-007 | 7 | 848 CAMERON CIR | 538.32 |
| 086-48-008 | 8 | 844 CAMERON CIR | 538.32 |
| 086-48-009 | 9 | 840 CAMERON CIR | 538.32 |
| 086-48-010 | 10 | 836 CAMERON CIR | 538.32 |
| 086-48-011 | 11 | 832 CAMERON CIR | 538.32 |
| 086-48-012 | 12 | 828 CAMERON CIR | 538.32 |
| 086-48-013 | 13 | 824 CAMERON CIR | 538.32 |
| 086-48-014 | 14 | 820 CAMERON CIR | 538.32 |
| 086-48-015 | 15 | 816 CAMERON CIR | 538.32 |
| 086-48-016 | 16 | 812 CAMERON CIR | 538.32 |
| 086-48-017 | 17 | 808 CAMERON CIR | 538.32 |
| 086-48-018 | 18 | 804 CAMERON CIR | 538.32 |
| 086-48-019 | 19 | 800 CAMERON CIR | 538.32 |
| 086-48-020 | 20 | 1004 CAMERON PL | 538.32 |
| 086-48-021 | 21 | 1000 CAMERON PL | 538.32 |
| 086-48-022 | 22 | 996 CAMERON PL | 538.32 |
| 086-48-023 | 23 | 992 CAMERON CIR | 538.32 |
| 086-48-024 | 24 | 988 CAMERON CIR | 538.32 |
| 086-48-025 | 25 | 984 CAMERON CIR | 538.32 |
| 086-48-026 | 26 | 980 CAMERON CIR | 538.32 |
| 086-48-027 | 27 | 976 CAMERON CIR | 538.32 |
| 086-48-028 | 28 | 972 CAMERON CIR | 538.32 |
| 086-48-029 | 29 | 968 CAMERON CIR | 538.32 |
| 086-48-030 | 30 | 964 CAMERON CIR | 538.32 |
| 086-48-031 | 31 | 960 CAMERON CIR | 538.32 |
| 086-48-032 | 32 | 956 CAMERON CIR | 538.32 |
| 086-48-033 | 33 | 952 CAMERON CIR | 538.32 |
| 086-48-034 | 34 | 948 CAMERON CIR | 538.32 |
| 086-48-035 | 35 | 944 CAMERON CIR | 538.32 |
| 086-48-036 | 36 | 940 CAMERON CIR | 538.32 |
| 086-48-037 | 37 | 936 CAMERON CIR | 538.32 |
| 086-48-038 | 38 | 932 CAMERON CIR | 538.32 |
| 086-48-039 | 39 | 928 CAMERON CIR | 538.32 |
| 086-48-040 | 40 | 924 CAMERON CIR | 538.32 |
| 086-48-041 | 41 | 920 CAMERON CIR | 538.32 |
| 086-48-042 | 42 | 916 CAMERON CIR | 538.32 |

Slight variances may occur due to rounding

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# City of Milpitas

## LLMAD No. 98-1

## Final Billing Detail Report for Fiscal Year 2026/27

| APN | Assessment ID | Situs Address | Fiscal Year 2026/27 Levy |
|---|---|---|---|
| 086-48-043 | 43 | 912 CAMERON CIR | 538.32 |
| 086-48-044 | 44 | 908 CAMERON CIR | 538.32 |
| 086-48-045 | 45 | 904 CAMERON CIR | 538.32 |
| 086-48-046 | 46 | 900 CAMERON CIR | 538.32 |
| 086-48-047 | 47 | 896 CAMERON CIR | 538.32 |
| 086-48-048 | 48 | 892 CAMERON CIR | 538.32 |
| 086-48-049 | 49 | 888 CAMERON CIR | 538.32 |
| 086-48-050 | 50 | 884 CAMERON CIR | 538.32 |
| 086-48-051 | 51 | 880 CAMERON CIR | 538.32 |
| 086-48-052 | 52 | 876 CAMERON CIR | 538.32 |
| 086-48-053 | 53 | 899 CAMERON CIR | 538.32 |
| 086-48-054 | 54 | 903 CAMERON CIR | 538.32 |
| 086-48-055 | 55 | 907 CAMERON CIR | 538.32 |
| 086-48-056 | 56 | 911 CAMERON CIR | 538.32 |
| 086-48-057 | 57 | 915 CAMERON CIR | 538.32 |
| 086-48-058 | 58 | 211 CAMERON CT | 538.32 |
| 086-48-059 | 59 | 203 CAMERON CT | 538.32 |
| 086-48-060 | 60 | 195 CAMERON CT | 538.32 |
| 086-48-061 | 61 | 200 CAMERON CT | 538.32 |
| 086-48-062 | 62 | 208 CAMERON CT | 538.32 |
| 086-48-063 | 63 | 216 CAMERON CT | 538.32 |
| 086-48-064 | 64 | 207 WHITE CT | 538.32 |
| 086-48-065 | 65 | 199 WHITE CT | 538.32 |
| 086-48-066 | 66 | 191 WHITE CT | 538.32 |
| 086-48-067 | 67 | 183 ALLEN CT | 538.32 |
| 086-48-068 | 68 | 175 ALLEN CT | 538.32 |
| 086-48-069 | 69 | 180 ALLEN CT | 538.32 |
| 086-48-070 | 70 | 188 ALLEN CT | 538.32 |
| 086-48-071 | 71 | 196 WHITE CT | 538.32 |
| 086-48-072 | 72 | 204 WHITE CT | 538.32 |
| 086-48-073 | 73 | 212 WHITE CT | 538.32 |
| 086-48-074 | 74 | 203 KING CT | 538.32 |
| 086-48-075 | 75 | 195 KING CT | 538.32 |
| 086-48-076 | 76 | 187 KING CT | 538.32 |
| 086-48-077 | 77 | 179 BRANDT CT | 538.32 |
| 086-48-078 | 78 | 171 BRANDT CT | 538.32 |
| 086-48-079 | 79 | 176 BRANDT CT | 538.32 |
| 086-48-080 | 80 | 184 BRANDT CT | 538.32 |
| 086-48-081 | 81 | 192 KING CT | 538.32 |
| 086-48-082 | 82 | 200 KING CT | 538.32 |
| 086-48-083 | 83 | 208 KING CT | 538.32 |
| 086-48-084 | 84 | 199 DOUGLAS CT | 538.32 |

Slight variances may occur due to rounding

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# City of Milpitas

## LLMAD No. 98-1

## Final Billing Detail Report for Fiscal Year 2026/27

| APN | Assessment ID | Situs Address | Fiscal Year 2026/27 Levy |
|---|---|---|---|
| 086-48-085 | 85 | 191 DOUGLAS CT | 538.32 |
| 086-48-086 | 86 | 183 DOUGLAS CT | 538.32 |
| 086-48-087 | 87 | 175 HOBBS CT | 538.32 |
| 086-48-088 | 88 | 167 HOBBS CT | 538.32 |
| 086-48-089 | 89 | 174 HOBBS CT | 538.32 |
| 086-48-090 | 90 | 182 HOBBS CT | 538.32 |
| 086-48-091 | 91 | 190 DOUGLAS CT | 538.32 |
| 086-48-092 | 92 | 198 DOUGLAS CT | 538.32 |
| 086-48-093 | 93 | 206 DOUGLAS CT | 538.32 |
| 086-48-094 | 94 | 991 CAMERON CIR | 538.32 |
| 086-48-095 | 95 | 995 CAMERON CIR | 538.32 |
| 086-48-096 | 96 | 811 CAMERON CIR | 538.32 |
| 086-48-097 | 97 | 815 CAMERON CIR | 538.32 |
| 086-48-098 | 98 | 831 CAMERON CIR | 538.32 |
| **98 Accounts** | | | **$52,755.36** |

Slight variances may occur due to rounding

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# CITY OF MILPITAS
# AGENDA REPORT
# (AR)

| | |
|---|---|
| **Item Title:** | **Adopt a Resolution Appointing a Permanent City Manager (Staff Contact: Christian M. Curtis, City Attorney, 408-586-3040)** |
| **Category:** | Leadership and Support Services |
| **Meeting Date:** | 5/19/2026 |
| **Recommendation:** | (1) Adopt a resolution to appoint Willie A. Hopkins, Jr. as City Manager; (2) Approve and authorize the Mayor to execute an employment agreement on behalf of the City; and (3) Authorize the City Attorney and Acting City Manager, or designee, to take such other actions as necessary and appropriate to carry out the purpose of this appointment. |

**BACKGROUND:**

As stated in the City of Milpitas City Council Procedures and Protocols Handbook, the City has a Council-Manager form of government in which the elected City Council sets policy direction and the City Manager implements City Council policy, manages day-to-day operations and provides professional recommendations to support the Council on policy decisions. The City Manager position became vacant on January 1, 2026.

On January 20, 2026, the City Council appointed Police Chief Jared Hernandez as Acting City Manager. The current recruitment for City Manager was launched early February 2026 by executive recruitment firm, WBCP, Inc. On March 28, April 4 and April 17, 2026, interviews were conducted by the full City Council. On April 21, 2026 at a City Council closed session, the City Council selected a candidate and provided direction and authority to the City Attorney to negotiate a contract for the permanent City Manager.

**ANALYSIS:**

Following an extensive recruitment conducted by WBCP, Inc. and multiple rounds of interviews from a diverse and highly qualified applicant pool, the City Council selected Willie A. Hopkins, Jr. as its preferred candidate for City Manager.

Mr. Hopkins brings extensive senior-level experience in administrative and operational management, with a strong track record leading complex organizations across the public, private, and military sectors.
If appointed by the City Council, Mr. Hopkins would join the City of Milpitas with decades of leadership experience overseeing a broad range of municipal government functions, including large-scale infrastructure delivery, strategic planning, operational management, and organizational leadership. Throughout his career, he has successfully managed and delivered more than $3 billion in capital projects, including oversight of a capital improvement plan valued at approximately $1.5 billion.

Mr. Hopkins is recognized as a collaborative and inclusive leader who has successfully led diverse teams and fostered strong partnerships among elected officials, staff, labor groups, businesses, and community stakeholders. As a senior municipal executive, he has worked closely with City Councils and executive leadership teams to develop and implement fiscally responsible policies and strategic initiatives aligned with long-term organizational goals and community priorities.

On behalf of the City Council, staff recommends the City Council adopt a resolution (Attachment A) appointing Willie A. Hopkins, Jr. as permanent City Manager, approve and authorize the Mayor to execute an employment agreement on behalf of the City with the terms and conditions identified in the Employment Agreement (Attachment B), and authorize the City Attorney and Acting City Manager, or designee, to take such other actions as necessary and appropriate to carry out the purpose of this appointment.

**POLICY ALTERNATIVE(S):**
**Alternative 1:** Do not adopt the resolution to appoint a permanent City Manager.

Pros: None.

Cons: The volume and complexity of the administration of the City requires a fully staffed City Manager's Office operating at full capacity. An acting, interim or contracted arrangement does not position the office to meet the City's ongoing operational and policy needs on a sustainable and economic basis.

**FISCAL IMPACT:**
The Employment Agreement establishes a starting annual salary of $350,000 for the City Manager, effective upon appointment. The total fiscal impact comprises the base salary, customary benefits consistent with the City of Milpitas Unrepresented Handbook, and any additional economic benefits specified in the Agreement.

The position has been vacant since January 1, 2026, and vacancy savings generated in FY 2025-26 are sufficient to absorb the costs associated with the contemplated June 1, 2026 start date.

The table below summarizes the fiscal impact and funding sources for FY 2026-27 and beyond. Total estimated annual compensation is $516,027, consisting of $350,000 in salary and $166,027 in benefits. Costs are allocated approximately 97% to the General Fund (Fund 100) and 3% to the Affordable Housing Community Benefit Fund (Fund 216), reflecting the City Manager's oversight of Affordable Housing Community Benefit Fund activities. These ongoing costs have been incorporated into the FY 2026-27 Proposed Operating Budget and will be carried forward in future annual budgets, subject to City Council adoption and appropriation.

| Source of Funds | | | |
|---|---|---|---|
| City Manager | 100 - General Fund | 216 - Affordable Housing Community Benefit Fund | Total |
| Salary | $ 339,500 | $ 10,500 | $350,000 |
| Benefits | 161,046 | 4,981 | 166,027 |
| **Total Sources of Funds** | **$ 500,546** | **$ 15,481** | **$516,027** |

| Use of Funds | | | |
|---|---|---|---|
| City Manager | 100 - General Fund | 216 - Affordable Housing Community Benefit Fund | Total |
| Salary | $ 339,500 | $ 10,500 | $350,000 |
| Benefits | 161,046 | 4,981 | 166,027 |
| **Total Uses of Funds** | **$ 500,546** | **$ 15,481** | **$516,027** |

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**
The action is a continuing administrative or personnel activity and is not a project pursuant to Cal. Code Regs., tit. 14, § 15378. The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. Even if a project, the action is exempt from further CEQA review pursuant to Cal. Code Regs., tit. 14, § 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

**ATTACHMENT(S):**

(a) Resolution Appointing a Permanent City Manager
(b) Exhibit A: Employment Agreement

**RESOLUTION NO. XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPOINTING A PERMANENT CITY MANAGER**

**WHEREAS**, the Milpitas City Manager position became vacant on January 1, 2026; and

**WHEREAS,** on January 20, 2026, the City Council appointed Police Chief Jared Hernandez as City Manager on an Acting Basis until such time as a permanent City Manager is appointed and takes office or the Council takes further action; and

**WHEREAS**, the City desires to employ the qualified professional services of Willie A. Hopkins, Jr. as City Manager of the City, as provided by the Milpitas Municipal Code and Sections 34800 et seq. of the California Government Code; and

**WHEREAS**, the annual salary to be paid to Willie A. Hopkins, Jr. for performance of the City Manager position is $350,000.00 per year; and

**WHEREAS**, Willie A. Hopkins, Jr. will receive all benefits and incentives which Unrepresented Miscellaneous Exempt employees receive unless waived; and

**WHEREAS**, Willie A. Hopkins, Jr. will also receive benefits as specified in his Employment Agreement.

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

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

2. The City Council hereby appoints Willie A. Hopkins, Jr. as City Manager effective June 1, 2026 and subject to all stipulations articulated in the Employment Agreement between the City of Milpitas and the Employee. This appointment is at-will, without tenure of any kind, and shall continue until such time as the City Council at its sole discretion for any reason or for no reason chooses to revoke, suspend or otherwise modify this appointment.

3. The City Council hereby approves and authorizes the Mayor of the City of Milpitas to execute the Employment Agreement on behalf of the City in the form attached hereto as Exhibit A.

4. The City Council hereby authorizes the City Attorney, or designee, to take such other actions as necessary and appropriate to carry out the purpose of this appointment.

PASSED AND ADOPTED this 19th day of May 2026, by the following vote:

AYES: (0) None

NOES: (0) None

ABSENT: (0) None

ABSTAIN: (0) None

ATTEST:

Suzanne Guzzetta City Clerk

APPROVED:

Carmen Montano, Mayor

APPROVED AS TO FORM:

Christian M. Curtis, City Attorney

# EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") is between the City of Milpitas, a municipal corporation (the "City" or "Employer") and Willie Hopkins ("Employee"), collectively referred to as the "Parties" and individually and interchangeably as "Party." It is effective on the latest date next to the signatures on the last page ("Effective Date").

This Agreement is entered into on the basis of the following facts, among others:

A. The City desires to employ the qualified professional services of Employee as City Manager of the City, as provided by the Milpitas Municipal Code and sections 34800 et seq. of the California Government Code.

B. Following a professional recruitment, and after interviewing several candidates, Employee was selected by the City Council to serve as City Manager. The Employee represents that he has the necessary and specialized experience, skills, and expertise required to serve as the City Manager and is willing and capable to begin such appointment as provided herein.

C. The City Council and Employee desire to establish a reasonable, professional and trustworthy employment relationship, subject to the terms and conditions set forth in this agreement pertaining to compensation and benefits, performance evaluations, and related matters.

BASED UPON THE FOREGOING, THE CITY AND EMPLOYEE AGREE AS FOLLOWS:

**1. Employee Appointed**.

The City appoints Employee as City Manager, and Employee continues to accept the appointment and employment as of June 1, 2026.

**2. Duties of Employee**.

Employee shall perform the duties established for the City Manager by State law, the Milpitas Municipal Code, the City Manager job description, the directions of the City Council, or as otherwise provided by law, ordinance, resolution or regulation. Select provisions of the Milpitas Municipal Code pertaining to the City Manager and City Manager job description, as may be amended from time to time,

are attached hereto as Exhibit A and are hereby made a part of this Agreement. Such duties shall include, but not be limited to:

(i) To see that all laws and ordinances of the City are duly enforced and that all franchises, permits, licenses and privileges granted by the City are faithfully performed and observed;

(ii) To control, order and give directions to all directors of departments and to subordinate officers and employees of the City under their jurisdiction through their department directors, and to transfer employees from one department to another;

(iii) To attend all meetings of the City Council unless excused there from by the City Council;

(iv) To recommend to the City Council for adoption such measures and ordinances as they deems necessary or expedient;

(v) To keep the City Council at all times fully advised as to the financial conditions and needs of the City;

(vi) After receiving feedback from the City Council, to prepare and submit to the City Council an annual recommended budget and to administer the adopted budget;

(vii) To purchase or cause to be purchased all supplies for all of the departments or divisions of the City. No expenditures, except those for legal services, shall be submitted or recommended to the City Council except on report and approval of the City Manager;

(viii) To make investigation into the affairs of the City and any department or division thereof and any Contract or the proper performance of any obligation running to the City;

(ix) To oversee and direct the investigation of all complaints in relation to matters concerning the administration of the government of the City and in regard to the services maintained by public utilities in the City and to see that all franchises, permits and privileges granted by the City are faithfully observed;

(x) To execute general supervision over all public buildings, public parks, streets and other public property which are under the control and jurisdiction of the City Council;

(xi) To devote their entire working time, thought and energy to the duties and interests of the City;

(xii) When acting in their official capacity as City Manager, respond to all media and community inquiries in alignment with the City Council's approved values, visions, and goals, and exclusively in the best interests of the City;

(xiii) To make reports and initiate recommendations as may be desirable or as requested by the City Council; and

(xiv) To perform such other duties and exercise such other powers as may be delegated to them from time to time by ordinance, resolution or other action of the City Council.

(a) Full Energy and Skill. Employee shall faithfully, diligently, and to the best of Employee's abilities, perform all duties that may be required under this Agreement. Employee agrees that Employee has a duty of loyalty and a general fiduciary duty to the City. Employee shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention, and best effort exclusively to the City's business and affairs. Prior to undertaking any secondary activities for which Employee receives compensation, Employee shall disclose those activities to the Council.

(b) No Conflict. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of Employee's duties. Further, Employee shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City of Milpitas.

(c) Outside Activities. Consistent with subdivision 2(a) above, the Employee's primary employment is with the City. Any outside activities for which the Employee receives compensation from a third party shall be disclosed, in advance, to the City Council. Employee is expected to take personal leave (i.e., vacation time) for any outside activities of this nature.

**3. Hours of Work.**

The City Manage is an FLSA exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligation of the City Manager's position. The City Manager does not have set hours of work. The City Manager is expected to be reasonably available to the City Council at all times. It is recognized that the City Manager must devote a great deal of time to the business of the City outside the City's customary office hours, and to that end, the City Manager's schedule of work each day and week shall vary in accordance with the work required to be performed and in accordance with any specific direction provided by the City Council.

**4. Term.**

The term of this Agreement shall be from the Effective Date through November 25, 2028, unless terminated earlier by either Party in accordance with the provisions set forth in Section 12, or unless extended as authorized by this Section. The City Council shall meet annually on or around each anniversary of the Start Date to consider an extension to the Agreement. Employee is responsible for properly and timely seeking agendization of this meeting.

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**5. City Council Commitment.**

The City Council shall abide by all provisions of the City Municipal Code regarding the administration of personnel issues, with a copy of the relevant provisions of the City's Municipal Code, as may be amended from time to time, attached hereto as Exhibit A.

**6. Evaluations.**

In the first year of the term of this Agreement, the City Council shall conduct an evaluation of Employee's performance within sixty (60) days of the Start Date to establish working relationships, norms, opportunities to be successful, and goals for the coming year, then followed on a six-month basis for the first year of the Agreement and annually thereafter. The second six-month evaluation shall be conducted within 60 days of the anniversary of the Start Date. The City Council shall conduct an evaluation of Employee's performance and provide guidance and direction in accordance with specific criteria developed by the City Council. At the time of Employee's annual performance evaluation, Employee may be eligible to receive an increase in Base Salary, as determined by the City Council in its sole discretion. Employee may be eligible for the first increase on Employee's first anniversary date, and then annually dependent on a performance evaluation to precede any consideration of a salary adjustment. Employee is not automatically entitled to any increase, which is subject to the sole discretion of the Council. Employee is responsible for properly and timely agendizing these established evaluations. In addition to an established evaluation, the Council has discretion to provide Employee with an evaluation of performance at other times chosen by the Council, which Employee is responsible for properly and timely agendizing.

**7. Compensation.**

(a) Base Salary. Notwithstanding any contrary language in Exhibit A, Employee shall receive the annual Base Salary of Three Hundred and Fifty Thousand Dollars ($350,000), payable on a pro-rata basis in the same manner as a full-time City employee, and subject to all applicable payroll taxes and withholdings. The salary and benefits contained herein shall commence as of the Start Date.

(b) COLA Adjustments/Compaction. Whenever a cost of living adjustment or other non-merit based salary increase is provided to other miscellaneous unrepresented executive staff, the City Council shall consider whether it is reasonable and appropriate to grant the highest cost of living increase received by any miscellaneous unrepresented employee groups to the Employee's Base Salary to avoid compaction. No salary adjustment is guaranteed but is subject to the discretion of the City Council.

(c) Reduction in Salary or Benefits. If the City reduces the Employee's Base Salary, or any benefit described in Sections 8 to 11 of this Agreement, in a percentage that is greater than the average reduction of all miscellaneous unrepresented executive staff, such action shall constitute a termination of this Agreement without Cause under Section 12 of this agreement.

**8. Regular Benefits and Allowances.**

Employer agrees to provide and pay the City allowance for vision, dental, and comprehensive medical health insurance for Employee and his/her dependents, if any, equal to that which is provided to all other full-time miscellaneous unrepresented Executive Staff of Employer. The City contribution toward health insurance shall be equal to that which is provided to all other miscellaneous unrepresented executive staff of Employer as specified in the applicable Unrepresented Employee Benefit Handbook, last revised August 2025, or any amendment thereto or replacement thereof ("Benefit Handbook"). Similarly, Employee shall receive short-term and long-term disability insurance coverage while this Agreement is in force, subject to any contributions required of unrepresented miscellaneous unrepresented executive staff.

**9. Deferred Compensation.**

As part of Employee's annual base compensation, City agrees to provide a Section 401(a) deferred compensation program and to pay into such a program for Employee's benefit monthly, an amount equal to that for miscellaneous unrepresented Executive Staff as provided in the Benefit Handbook commencing upon the Start Date.

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**10. Retirement Benefits.**

Employer agrees to enroll Employee into the California Public Employees Retirement System ("CalPERS") consistent with other City employees.

**11. Additional Benefits and Allowances.**

In addition to the benefits already specified in this Agreement, employee shall receive the same benefits afforded to Miscellaneous Unrepresented Executive Staff in the Benefit Handbook, including and not limited to:

(a) Vacation; Sick Leave

(i) Vacation. Employee shall accrue and be eligible to use vacation days in accordance with the City's established vacation policy for Unpresented Miscellaneous Employees as provided in the Benefit Handbook.

(ii) Sick Leave. Employee shall be entitled to use and accrue sick leave in accordance with established City policy for Unpresented Miscellaneous Employees as provided in the Benefit Handbook.

(b) Automobile. Employee shall receive a monthly vehicle allowance of five hundred fifty dollars ($550.00) per month, for automobile trips which shall be equal to that which is provided to all other miscellaneous unrepresented Executive Staff of Employer as specified in the Benefit Handbook.

(c) Cellular Phone. Employee shall receive a City cell phone for City work purposes.

**12. Termination of Employment**.

(a) No Property Interest/Cause Defined. Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee's employment as City Manager. Employee understands and agrees that Employee works at the will and pleasure of the City Council and that Employee may be terminated, or asked to resign, at any time, with or without Cause, by a majority vote of its members. Notice of termination shall be provided to the City Manager in writing. As used in this Agreement, Cause shall only mean any of the following:

(i) Conviction of, or plea of guilty or *nolo contender* to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the City or on the Employee's reputation;

(ii) Proven failure of the Employee to observe or perform any of his duties and obligation, if that failure continues for a period of thirty (30) business days from the date of his receipt of notice from the City Council specifying the acts or omissions deemed to amount to that failure;

(iii) Conviction of any crime involving an "abuse of office or position", as that term is defined in California Government Code Section 53243.4;

(iv) Repeated failure to carry out a directive or directives of the City Council made by the City Council as a body at a Brown Act compliant meeting; and

(v) Any grossly negligent action or inaction by Employee that materially and adversely: (a) impedes or disrupts the operations of City or its organizational units; (b) is detrimental to employees or public safety, or (c) violates the City's properly-established rules or procedures.

(b) Termination Following City Council Election. No action by the City Council to terminate Employee, other than for Cause, will be made within ninety (90) days immediately following a City Council election. Nothing in this subsection alters the "at will" state of Employee's employment with the City or limits the City Council's authority to consider modification or extension of this Agreement or other action short of termination.

(c) Notice Required of Employee. Employee may voluntarily terminate employment at any time giving not less than sixty (60) days' notice. The notice must provide a definitive date upon which the Employee is voluntarily terminating the contract, and once submitted to the City Council, may not be changed without the consent of the City Council.

(d) Severance Pay. If Employee is asked to resign or is terminated without Cause, then Employee shall be eligible to receive a cash payment equivalent to the sum of Employee's then-current monthly

salary multiplied by six (6) and the cash value, as determined by the City, of Employee's monthly non-salary COBRA-eligible benefits multiplied by six (6). Any severance benefits paid shall be subject to state law requirement codified by California Government Code Section 53260. This cash payment will be made on a pro-rated, monthly basis over the number of months involved, subject to termination of the severance requirement set forth below. Employee shall also be paid for any accrued, but unused, vacation. In the event of termination or resignation from employment or the non-renewal of this Agreement, sick leave upon termination shall be treated in accordance with the Benefit Handbook. Eligibility for such severance payment is expressly conditioned upon Employee's execution of (i) a waiver and release of any and all of Employee's claims against City approved by the City Attorney, (ii) the expiration of any statutory waiting period necessary for such release to become effective and (iii) a covenant not to sue. All normal payroll taxes and withholdings as required by law shall be made with respect to any amounts paid under this section. Employee expressly agrees to provide notice to the City within two (2) business days of accepting employment elsewhere, and the City's obligation to pay any severance benefit to Employee shall terminate upon Employee's acceptance of such alternative employment.

(e) Ineligibility for Severance under Certain Conditions. If the termination of the Employee is for Cause (as defined above) or if Employee voluntarily resigns, Employee is not eligible for and will not receive any severance. If Employee is terminated without Cause, then Section 7(d) above shall control.

(f) Communications Upon Termination. In the event that Employer terminates the Employee for any reason or no reason, the Employer and Employee agree to undertake reasonable efforts to issue a joint press release or statement, the content of which is mutually agreeable to the Employer and Employee. The joint press release or statement shall not contain any text or information that is reasonably considered to be disparaging to either Party. For purposes of this subdivision only, "Party" additionally includes City Council members in the office at the time of termination and miscellaneous unrepresented executive employees. If the Parties are able to agree on a joint

statement, any Party may verbally repeat the substance of the joint press release or statement in response to any inquiry.

**13. Statutory Requirements**.

This agreement shall be deemed to incorporate by reference the provisions of Sections 53243 *et seq.* of the California Government Code, as it may be amended or renumbered.

**14. Payment of Expenses of Employment**.

The City shall pay for the following usual and customary expenses:

(a) The cost of any fidelity or other bonds required by law for the City Manager.

(b) Subject to Section 12 of this Agreement, the cost to defend and indemnify Employee as required by the California Government Claims Act (Government Code § 810 *et seq*.) or otherwise. City will determine, in its sole discretion, whether to compromise and settle any such claims or suit against Employee and the amount of any settlement or judgement rendered thereon.

(c) Subject to budget approval, the cost of attending conferences or other events (i.e. out-of-town meetings, professional memberships, and seminars, etc.) necessary for the proper discharge or Employee's duties. The City will not reimburse Employee of any expenses related to membership in service clubs and will not encourage or require service club membership.

**15. Miscellaneous**.

(a) Notices. Notices given under this Agreement shall be in writing and shall be:

(i) Served personally; or

(ii) Sent by electronic mail (provided a hard copy is mailed within one (1) business day); or

(iii) Delivered by first-class United States mail, certified, with postage prepaid and a return receipt requested; or

(iv) Sent by Federal Express, or some equivalent private overnight delivery service.

Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United Stated mail, postage prepaid. Notices shall be directed to the addresses shown below, provided that

a Party may change such Party's address for notice by giving written notice to the other Party in accordance with this subsection.

| EMPLOYER: | EMPLOYEE: |
|---|---|
| City of Milpitas | Willie Hopkins |
| Attn: Mayor | Attn: City Manager |
| 455 E. Calaveras Blvd. | 455 E. Calaveras Blvd. |
| Milpitas, CA 95035 | Milpitas, CA 95035 |

(b) Compliance with Government Code §§53243, 53243.1, & 53243.2. If Employee is convicted of a crime involving an abuse of the Employee's office or position, all of the following shall apply:

(i) If Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse the City for such amounts paid;

(ii) If the City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is not generally required to pay for criminal defense), Employee shall be required to fully reimburse City such amounts paid;

(iii) If this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the City shall be fully reimbursed to the City or void if not yet paid to Employee; and

(iv) For this subsection, "abuse of office or position" means either (1) and abuse of public authority, include waste, fraud, and violations of the law under color of authority, or (2) a crime against public justice, including but not limited to a crime described in Title 7 (commencing with Section 92) or Part 1 of the California Penal Code.

(c) Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the Parties as to those matters contained in it and supersedes any and all prior or contemporaneous agreements, representation, and understanding of the Parties. This Agreement may be amended at any time by mutual agreement of the Parties, but any such amendment must be in writing, dated, and signed by the Parties and attached hereto.

(d) Attorney's Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover his or its attorney's fees and costs. Nothing in this subsection shall be read to prevent the Parties from agreeing to some alternative method of dispute resolution.

(e) Severability. In the event any portion of this Agreement is declared void, such be severed from this Agreement and the remaining provision shall remain in effect unless the result of that severability would be to substantially alter this Agreement or the obligation of the Parties, in which case this Agreement shall be immediately terminated.

(f) Waiver. Any failure of a Party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed, and dated by the Parties.

(g) Representation by Counsel. The Parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligation resulting from signing this Agreement.

(h) Neutral Interpretation. The Parties agree that the terms of this Agreement resulted from arm's length negotiation between them and is not a contract of adhesion. This Agreement will be interpreted neutrally as if both Parties jointly drafted and prepared all provisions and will not be construed in favor or against either Party by reason of actual authorship.

(i) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and City agree that the venue for any dispute shall be in Santa Clara County, California.

(j) Section Headings. The headings on each of the sections and subsections of this Agreement are for the convenience of the Parties only and do not limit or expand contents of any such section or subsection.

(k) No Assignment. Employee may not assign this Agreement in whole or in part.

(l) Execution Electronically and in Counterparts. This Agreement may be executed electronically and/or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, facsimile, or electronic transmission of the Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR AGREEMENT FOR EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MILPITAS AND WILLIE HOPKINS**

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement effective as of the date last written below (the Effective Date as defined in the Agreement).

Dated: _____ CITY OF MILPITAS

By _____

Carmen Montano, Mayor

Dated: _____ EMPLOYEE

By _____

Willie Hopkins

Approved as to Form:

_____

Christian M. Curtis, City Attorney